

EASTSIDE UNION SCHOOL DISTRICT

EASTSIDE ACADEMY PLAYGROUND

PROJECT MANUAL

DSA SUBMITTAL
Application # 03-120095

June 28, 2019

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DIV. OF THE STATE ARCHITECT
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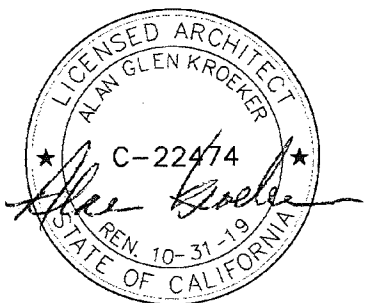
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PROJECT MANUAL FOR EASTSIDE ACADEMY

PLAYGROUND

EASTSIDE UNION SCHOOL DISTRICT
LANCASTER, CALIFORNIA

SPECIFICATIONS



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PMSM/19six Architects
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San Luis Obispo, CA 93401

C-22474



Lindsay Corica
Landscape Architect
Firma Consultants
187 Tank farm road #230
San Luis Obispo, CA 93401

6359



Scott Stokes
Civil Engineer
Above Grade Engineering
778 Osos St., Suite A
San Luis Obispo, CA 93401

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SECTION 00 10 00

NOTICE TO BIDDERS

Notice is hereby given that the governing board ("Board") of

Eastside Union School District ("District")

will receive sealed bids for the following project

Eastside Academy – Playground ("Project" or "Contract")

1. The Project consists of:

A new playground facility for the Eastside Academy including a small park area, grass playfield, play structure installation on a rubber surface, concrete sidewalk, and ramp.

2. To bid on this Project, the Bidder is required to possess the following State of California Contractor License:

B or other applicable license.

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

3. Bid and Contract Documents are available at:

Cyber Copy
3020 Sherwin Ave.
Ventura, CA 93003
dfs@cybercopyusa.com

Electronic downloads are available for a non-refundable payment of \$35.00. Hard copies may be purchased for \$60 by registered plan holders directly from Cyber Copy.

4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
5. All Bids must be sealed in an envelope, and marked on the outside of the envelope containing the bid with the name and address of the Bidder, the Project name, Bid number, date, and time of bid opening. Failure to include sufficient information to identify the Bidder, by including the Bidder's name or address, may result in the rejection of the Bid. Each Bid must receive a time stamp provided by the District indicating the time the Bid was received by the District. The time stamp will be placed on the Bid by a District employee when the Bid is received at the front lobby of the District and in compliance with the requirements set forth below in paragraph 6.
6. Sealed Bids will be received until:

1:59:59 p.m., PDT, June 10, 2020

at Eastside Union School District Office, 44938 30th St E, Lancaster, CA 93535

Any bid that is submitted after 1:59:59 p.m. as determined by the official bid clock in the lobby of the District Office, shall be non-responsive and returned to the bidder. Bids received via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery must be **received** by the District no later than 1:59:59 p.m. PDT, **June 10**, 2020 as determined by the District's official bid clock located in the lobby of the District Office and as indicated by the time stamp placed on the Bid by a District employee when the Bid is received. Any bid received via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery after 1:59:59 p.m. PDT, shall be non-responsive and returned to the bidder. Failure to timely deliver a bid that is attributable to the carrier shall not constitute an excuse for untimely delivery. Bids transmitted via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery must be placed in a separately sealed envelope inside of the Federal Express, United Parcel Service (UPS), or United States Postal Service package. Failure to include all required documents may render the bid non-responsive. Those bids timely received shall be publicly opened and read aloud at 2:05 p.m. on June 10, 2020 at the District Office. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

7. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Eastside Union School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

There will be a mandatory pre-bid conference and site visit on **June 3, 2020 at 2:00p.m.** sharp for the purpose of acquainting all prospective bidders with the bid documents and the work site. Prospective bidders are to meet in front of the District Office located at 45006 30th St E, Lancaster, CA 93535.

8. All attendees must sign-in when arriving at the location. The District reserves the right to conduct an additional pre-bid conference if deemed necessary.
9. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
10. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
11. Where applicable, bidders must meet the requirements set forth in Public Contract Code section 10115 et seq., Military and Veterans Code section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise ("DVBE") Programs. Forms are included in the Bid documents (N/A).
12. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the

locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the Department of Industrial Relations and on the Internet at:

<http://www.dir.ca.gov/dlsr/pwd>

13. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.
14. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.
15. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount only.
16. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) calendar days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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SECTION 00 11 00

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

The Eastside Union School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, for work as described in the Contract Documents for the following project ("Project" or "Contract"):

Eastside Academy
Playground

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal and submit all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. (See Paragraph 10, Instructions to Bidders). Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Form and Proposal
 - b. Bid Bond
 - c. Designated Subcontractors List
 - d. Non-collusion Affidavit
 - e. References
 - f. Any and all addenda to any of the above documents
5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer, of not less than ten percent (10%) of amount of base Bid. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District (Document 00150 Bid Bond). The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary and compliant bid security will be deemed non-responsive and will not be considered.
 - a. Presumption of Surety Qualifications
Each bidder is required to furnish, and file with the District, a Certificate-In-Fact, to be

submitted in notarized form stating the bidder has the assurance that his Surety is qualified to do business in the State of California and also meets the requirements of the Code of Civil Procedure 995.660. This document is titled "Surety Information" and is provided with the Contract Documents.

6. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and the proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. By submitting a bid, Bidder agrees that calculation of the damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine, and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
7. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
8. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration may be deemed non-responsive and may not be considered.
9. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
10. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall either: 1) submit a bid on a filled out Bid Form and Proposal in the form as provided by the District, or, 2) may submit a bid that is on a retyped, word-processed version of the Bid Form and Proposal so long as the retyped or word-processed Bid Form and Proposal (and other documents) do not materially deviate from the content of the District's forms and clearly set forth all required information in a format that is substantially identical to the format of the District Bid Form and Proposal. Bids submitted on a retyped or word-processed version of the Bid Form and Proposal that materially deviate from the content of the District's forms may be deemed non-responsive and may not be considered.
11. The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available upon request from the California Department of Industrial Relations. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

12. Submission of a Bid by Bidder signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
- a. Bidder thoroughly understands the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
 - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
 - d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
 - e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible financial interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
 - f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
 - g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants,

and Contractor may only rely on, the accuracy of limited types of information.

- i. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - ii. As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied only for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
 - i. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - ii. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents.
 - iii. These reports and drawings are not Contract Documents and, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
13. Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as- built” drawings. The document entitled Existing Conditions applies to all supplied “as- built” drawings.
14. All questions about the meaning or intent of the Contract Documents are to be directed to Keith Huot at 19sixArchitects, khuot@19six.com , (805) 963-1955. Questions must be received no later than FIVE (5) days prior to the scheduled closing date for the receipt of Bid Proposals. Only answers to Bidders’ questions that have been posted by the District by means of formal written Addenda from the District will be valid and binding. Oral and other interpretations or clarifications will be without legal effect.

15. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
16. Each Bidder shall acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents.
17. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Bidder’s damages and/or claims related, in any way, to that Bidder basing its bid on any requested substitution that the District has not approved. Contractor and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any request for substitution a minimum of TEN (10) calendar days prior to bid opening.
 - b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of the substitutions.
 - c. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
18. All Bids shall be sealed in an envelope, and marked on the outside of the envelope containing the bid, with the name and address of the Bidder, the Project name, Bid number, date and time of bid opening. Each Bid must receive a time stamp provided by the District indicating the time the Bid was received by the District. The time stamp will be placed on the Bid by a District employee when the Bid is received at the front lobby of the District and in compliance with the requirements set forth below. Bids will be received as indicated in the Notice to Bidders.

Sealed Bids will be received until

1:59:59 p.m., PDT, June 10, 2020

at Eastside Union School District Office, 45006 30th St E, Lancaster, CA 93535

Bid submitted after 1:59:59 p.m. as determined by the official bid clock in the lobby of the

District Office, and as indicated by the time stamp placed on the Bid by a District employee when the Bid is received, shall be non-responsive and returned to the bidder.

19. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
20. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
21. Prior to the execution of the Agreement, the successful Bidder shall be required to attend a post-bid interview and contract award meeting with the District.
22. Time for Completion: District may issue a Notice to Proceed within 10 calendar days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within:

Forty Two (42) calendar days following the Notice to Proceed

- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this TEN (10) calendar day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. 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 issuance of the Notice to Proceed beyond a TEN (10) calendar day period.
23. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00of the SEVENTH (7TH) calendar day following the date of the Notice of Award. Failure to properly and timely submit the following documents entitles District to reject the bid as non-responsive.
- a. Agreement: Must be executed by successful Bidder.
 - b. Escrow Bid Documentation: This must include all required documentation. See the document "Escrow Bid Documentation" for more information.
 - c. Escrow Agreement for security deposits in lieu of retention.
 - d. Performance Bond (100%): On the form provided
 - e. Payment Bond (100%) (Contractor's Labor & Material Bond): On the form provided
 - f. Insurance Certificates and Endorsements as required

- g. Workers' Compensation Certification
 - h. Prevailing Wage and Related Labor Requirements Certification
 - i. Drug-Free Workplace Certification.
 - j. Tobacco-Free Environment Certification.
 - k. Hazardous Materials Certification.
 - l. Lead-Based Paint Certification.
 - m. Criminal Background Investigation/Fingerprinting Certification.
 - n. Non-Discriminatory Employment Practices Certification
 - o. Any and all addenda to any of the above documents.
24. Any Bid Appeal by any Bidder regarding any other bid must be submitted in writing to the District, before 4:00 p.m. of the FIFTH (5TH) calendar day following the date of the notification of the intent to award. Bid Appeals shall be submitted via email to ebenedetti@eastsideusd.org and shall meet all of the requirements listed below.
- a. Once District staff has evaluated the bid proposals received and has determined the lowest responsive and responsible Bidder for award, a notification of the intent to award will be issued and sent to all bidders.
 - b. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the Bid Appeal is upheld, is eligible to submit a Bid Appeal. Subcontractors are not eligible to submit Bid Appeal. A Bidder may not rely on the Bid Appeal submitted by another Bidder.
 - c. A Bidder may appeal the District staff determination if the Bidder believes that the recommendation of intent to award is inconsistent with Board policy, the Bid's specifications, or was not in compliance. All Bid Appeal requests must be filed in writing with the Superintendent or designee within FIVE (5) calendar days after the date of the notification of the intent to award.
 - d. The Bidder shall submit a complete statement, including all documents, of any and all bases supporting or justifying the Bid Appeal request. The Bid Appeal must refer to the specific portions of all documents that form the basis for the Bid Appeal. A Bidder's failure to file the Bid Appeal documents prior to the Bid Appeal deadline shall constitute a waiver of the Bidder's right to file a Bid Appeal of the award of the contract.
 - e. The Superintendent or designee shall review the documents submitted with the bidder's claim and render a decision in writing. The Superintendent or designee may convene a meeting with the Bidder to attempt to resolve the Bid Appeal. Bidder shall attend the meeting when requested and may not delay the meeting.

- f. The Bidder may appeal in person the Superintendent or designee's decision to the Board. The Superintendent or designee will provide twenty-four (24) hour notice via email to the Bidder of the time for Board consideration of the Bid Appeal. The Board's decision shall be final.
 - g. The Bid Appeal must include the name, address, email address, and telephone number of the protesting party or the person representing the protesting party.
 - h. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of a Bid Appeal. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid Appeal, including filing a Government Code Claim or instituting legal proceedings.
25. Evidence of Responsibility Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's construction experience, and their organizational capacity available for the performance of the Contract.

District may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to evaluate the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to the District's satisfaction within the prescribed time; and the District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

Information regarding the bidder's previous experience on similar school projects, experience on Public Work projects overall, a summary of performance history and references is required to be submitted with the Bid. Please provide the contact / source information on the "References" form included within the Bid Documents.

26. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
28. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the

evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

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SECTION 00 14 00

BID FORM AND PROPOSAL (submit with Bid)

To: Governing Board of Eastside Union School District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of

Eastside Academy
Playground

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
<i>BASE BID</i>

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The Contract will be awarded to the Bidder determined by the District as the lowest responsible bidder.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Architect before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged. Bidder specifically acknowledges that liquidated damages for this project are **Seven Hundred Fifty Dollars (\$750)** per calendar day.

6. The undersigned acknowledges that five percent (5%) retention is required for this project and agrees thereto.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:

- a. Bid Bond on the District's form or other security
- b. Designated Subcontractors List
- c. Non-collusion Declaration
- d. References
- e. Prevailing Wage and Related Labor Requirements Certification
- f. Any and all addenda to the above documents

9. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False

Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF SECTION

SECTION 00 15 00

BID BOND (*Submit with Bid*)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"), and
_____ as Surety ("Surety"), a
corporation organized and existing under and by virtue of the laws of the State of California and
authorized to do business as a surety in the State of California, are held and firmly bound unto the
EASTSIDE UNION SCHOOL DISTRICT ("District") of Los Angeles County, State of California as
Obligee, in the sum of
_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made,
we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid
to the District for all Work specifically described in the accompanying bid;

Eastside Academy
Playground

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required
under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters
into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one
guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required
by law, and meets all other conditions to the contract between the Principal and the Obligee becoming
effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage
sustained by the Obligee through failure of the Principal to enter into the written contract and to file the
required performance and labor and material bonds, and to meet all other conditions to the Contract
between the Principal and the Obligee becoming effective, then this obligation shall be null and void;
otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall
be due immediately if Principal fails to execute the Contract within seven (7) calendar days of the date of
the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the
specifications accompanying the same, shall in any way affect its obligation under this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay
all costs incurred by the Obligee in such suit, including reasonable attorneys' fees.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) calendar days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) calendar days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2020.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

SECTION 00 16 00

DESIGNATED SUBCONTRACTORS LIST (*Submit with Bid*)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: **Eastside Academy Playground**

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., Bidder must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list a subcontractor as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder agrees Bidder is qualified to perform and must perform that portion itself or be subjected to penalty under applicable law.

Notwithstanding all other requirements in the Contract Documents, Bidder acknowledges and agrees to comply with and is subject to all applicable provisions of Public Contract Code section 4100, et seq., and all other applicable laws regarding subletting and subcontracting.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

SECTION 00 16 00

DESIGNATION OF SUBCONTRACTORS *(Submit with Proposal)*

Name Company Name: _____

<u>Trade</u>	<u>Dollar Amount of Work</u>	<u>Subcontractor Name</u>	<u>Subcontractor City & Telephone Number</u>	<u>License No. & DIR No.</u>
				CSLB No.
				DIR No.
				CSLB No.
				DIR No.
				CSLB No.
				DIR No.
				CSLB No.
				DIR No.

Name of Bidder: _____ Title: _____

Signature: _____ Date: _____

Page _____ of _____

END OF SECTION

SECTION 00 30 50

PRELIMINARY MILESTONE SCHEDULE

1.1. PRELIMINARY MILESTONE SCHEDULE

- A. The Preliminary Milestone Schedule indicates planned start and completion dates for significant activities during the construction period. Completion of an activity is considered to be attained when the work of subsequent activities can proceed in accordance with the Approved Contractors Construction Schedule, as that term is defined in the General Conditions.
- B. Contractor will be required to prepare construction schedules for its work in accordance with the General Conditions. The activities that are shown below assume 100% manpower levels. Mobilization, planning, coordinating, layout, gradual man loading, etc., all must occur prior to the activities shown.

1.2. PRELIMINARY START DATE AND DURATION

- A. This work is scheduled to start and complete on the dates indicated herein on Milestone Schedule MS-1.
- B. Section 00110 provides for the holding of bids for a period of time, which could affect the actual start and completion dates to the extent that an award of contract is delayed. Contractor agrees that the timing of the issuance of the Notice to Proceed and commencement date shall not be cause for the recovery of damages or costs. The scheduled dates are predicated on desired start dates and District receipt of all approvals necessary to award the Contract(s) immediately.

1.3. LIQUIDATED DAMAGES

- A. Time is of the essence in the performance of Contractor's work. In the event of failure on the part of a contractor to complete each portion/construction activity/deliverable of its work within the time specified in Milestone Schedule MS-1 including the Approved Contractors Construction Schedule and in complete accordance with the Contract Documents, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code section 53069.85, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, for each calendar day past the date by which Contractor is required to start or complete each portion/ construction activity/deliverable of its work in complete accordance with the Contract Documents.
- B. The amount of liquidated damages may vary for deliverables, different milestones, different phases of multiple phase construction, different buildings, different activities, different sites of a single project with multiple sites, where indicated in the Milestone Schedule MS-1.
- C. Liquidated Damages shall be assessed based upon the milestones, construction activities, deliverables and completion date(s) for each of the project, phases, buildings and/or sites specified under Milestone Schedule MS-1 and the Approved Contractors Construction Schedule.
- D. The respective start and end dates for each phase of construction, building, site, construction

activity, or deliverable and any associated liquidated damages, will remain independent and may be assessed concurrently. The liquidated damages noted on the Milestone Schedule MS-1 will be added together in the case of late start or late completion of more than one activity, phase, building, or site, where applicable (see Paragraph (B), above).

MILESTONE SCHEDULE MS-1 FOR:

PROJECT: Eastside Academy Playground

Milestones/Activities	Dates	Liquidated Damages
Mandatory Pre-Bid Job Walk on site	June 3, 2020 at 2:00pm	None
Bid Due Date	June 10, 2020 at 1:59:59 P.M.	None
Post-Bid Interview	TBD	None
Submittal of executed agreement	Within 7 calendar days of Award date	None
Issuance of Notice to Proceed	July 1, 2020	None
Pre-Construction Meeting	TBD	None
Submittal of proposed construction schedule, and schedule of values Exhibit	Within 5 calendar days of the Notice to Proceed	None
Post-Award Meeting (Optional)	TBD	None
Complete Construction	August 12, 2020 42 Calendar Days From Date Identified on the NTP	\$750.00 per calendar day

END OF SECTION

SECTION 00 33 00

NON-COLLUSION DECLARATION (*Submit with Bid*)

Eastside Academy
Playground

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Date:	
Company Name	
Name of Bidder	
Signature	
Print Name	
Title	

END OF SECTION

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DOCUMENT 00 33 30

REFERENCES *(Submit with Bid)*

Bidder Name: _____

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

END OF SECTION

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SECTION 00 53 00

SAMPLE AGREEMENT

THIS AGREEMENT ("Agreement") IS MADE AND ENTERED INTO THIS _____ DAY
OF _____, 2019, by and between EASTSIDE UNION SCHOOL DISTRICT ("District") and
_____ ("Contractor")

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: EASTSIDE ACADEMY - PLAYGROUND

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the Architect for interpretation. If a conflict exists in the Contract Documents, change orders, beginning with the most recent, shall control over this Agreement (if any), which shall control over addenda, which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over Architect/Engineer Field Directives, which shall control over Instructions to Bidders, which shall control over Notice to Bidders, which shall control over the General Conditions, which shall control over the Specifications, which shall control over large-scale drawings, which shall control over small-scale drawings, which shall control over the Division 1 Documents, which shall control over Division 2 through Division #16 documents, which shall control over figured dimensions. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the Architect in the matter shall be final.
 - a. At any point in the Contract Documents where the language of a Contract Document is contrary to a statutory requirement, the language of the statute shall control.

4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within **Forty Two (42)** calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Seven Hundred Fifty Dollars (\$750) per calendar day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.
7. **Loss Or Damage:** Eastside Union School District has elected to implement an Owner Controlled Insurance Program (OCIP). The District will provide certain insurance coverage to all eligible enrolled contractors. The OCIP coverage includes general liability, workers' compensation, contractor's pollution liability and builder's risk. Keenan & Associates, as Program Administrator, shall administer the OCIP on behalf of the District. All contractors/subcontractors are required to participate and enroll in the OCIP unless they are deemed ineligible.
8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Agreement, the District may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to

11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds a valid Type **B** or other applicable license (and a Certification(s) issued by the manufacturer of the material).
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. If Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors under the Contractor shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
14. **Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records as required by the Contract Documents or the District cannot issue payment.
15. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

(\$_____).

00 53 00 - 3

amount(s).

16. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

DISTRICT

EASTSIDE UNION SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby, must be attached hereto.

END OF SECTION

SECTION 00 55 00

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
Public Contract Code Section 22300

(Note: Contractor must use this form.)

This Escrow Agreement ("Escrow Agreement") is made and entered into this ____ day of _____, 2020, by and between the **EASTSIDE UNION SCHOOL DISTRICT** ("District"), whose address is 45006 30th St E, Lancaster, CA 93535, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the State of California, whose address is _____.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:

- 1) Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to agreement entered into between District and Contractor for the Eastside Academy Playground in the amount of _____ Dollars (\$ _____) dated, _____, 2020, (the "Contract");

OR

- 2) On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

Securities shall be held in name of the Eastside Union School District, and shall designate Contractor as the beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow

Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of District. The District will charge Contractor the fees incurred and any other expenses as determined by the District for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor. Any withdrawal authorization must be signed by the Superintendent of the District.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) calendar days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of District:

Title

Name

Signature

Address

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time of Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of District:

Title

Name

Signature

Address

Eastside Union School District
Eastside Academy
Playground
Construction Documents

Project #18181.02

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

END OF SECTION

SECTION 00 61 00

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the EASTSIDE UNION SCHOOL DISTRICT, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Eastside Academy
Playground

("Project" or "Contract") which Contract is dated _____, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

Perform all the work required to complete the Project, and

Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair

and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein or in any portion of the Contract Documents shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15. Further, nothing entered into or agreed to after the date of this instrument shall limit the District's rights or the Contractor's or Surety's obligations under this instrument.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2020.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF SECTION

SECTION 00 62 00

PAYMENT BOND

Contractor's Labor & Material Bond (100% of Contract Price) (Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the EASTSIDE UNION SCHOOL DISTRICT, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Eastside Academy
Playground

("Project" or "Contract") which Contract dated _____, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the Board by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2020.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF SECTION

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ARTICLE 1 GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), 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 both 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 are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner 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.

1.1.3 THE WORK

The Work 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 on 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. The "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. The Work may constitute the whole or a part of the Project.

1.1.3.1 Pre-Bid Site Visit. As a condition of entering into the Agreement, the Contractor warrants that it has made a Site visit prior to the execution of the Agreement.

1.1.4 THE PROJECT

The Project is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

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.

1.1.6 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.

1.1.7 THE PROJECT MANUAL

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

1.1.8 THE OWNER

The term "Owner" shall also mean the Eastside Union School District.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 CORRELATION AND INTENT

1.2.1.1 **Documents Complementary and Inclusive.** The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. 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.

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

1.2.1.3 **Conflicts.** In the event there is a discrepancy between the various Contract Documents, the Owner/Contractor Agreement shall control. Without limiting Contractor's obligation to identify conflicts for resolution by the Architect in accordance with Section 1.2.1.5, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.4 **Conformance With Laws.** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, 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 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. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project.

1.2.1.5 **Ambiguity.** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, 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. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

1.2.2 ADDENDA AND DEFERRED APPROVALS

1.2.2.1 **Addenda.** Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect (DSA).

1.2.2.2 **Deferred Approvals.** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

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 or to other parts of the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," "as approved," 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 **Provide.** "Provide" means "provided complete in place," that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 **General Conditions.** The General Conditions and Division 1 "General Requirements" are a part of each and every Section of the Specifications.

1.2.3.5 **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.

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

1.2.3.7 **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."

1.2.3.8 **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 Advertisement for Bids. 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.

No provisions of any reference standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Architect, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Architect, or any of Architect's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Article 4

1.2.3.9 **Absence of Modifiers.** 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.

1.2.4 RULES OF DOCUMENT INTERPRETATION

- A. In the event of conflict within the Drawings, the following rules shall apply:
 - 1. General Notes, when identified as such, shall be incorporated into other portions of Drawings.
 - 2. Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.
 - 3. Larger scale drawings shall take precedence over smaller scale drawings.
 - 4. Figured, derived, or numerical dimensions shall govern. At no time shall the Contractor base construction on scaled drawings.
- B. Specifications shall govern as to materials, workmanship, and installation procedures.
- C. 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 documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, upon request upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They 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 without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use 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 Owner's property interest or other reserved right.

ARTICLE 2 OWNER

2.1 DEFINITION

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 FINANCING AND FUNDING

At the request of the Contractor, the Owner will, prior to execution of the Agreement and promptly from time to time thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract.

2.2.2 SITE SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, a legal description and a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

2.2.3 SOILS

2.2.3.1 Owner Furnished Services. When required by the scope of the Project, the Owner 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 reports and appropriate professional recommendations shall 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.

2.2.3.2 Contractor Reliance. Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 through 2.2.4 (except that the Contractor may not rely upon and must question in writing to the Owner and the Architect any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Project,

and prior experience with school projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 Removal, Relocation. Pursuant to Government Code § 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities, which are not identified in the Drawings and Specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 Assessment. These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner 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.

2.2.6.3 Notification. If the Contractor, while performing Work under this Contract, discovers utility facilities not identified by the Owner in the Contract Documents, Contractor shall immediately notify the Owner and the utility in writing.

2.2.6.4 Underground Utility Clearance. It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing Work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code § 4216, et seq.

2.2.7 EASEMENTS

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

2.2.8 REASONABLE PROMPTNESS

Information or services under Owner's control will be furnished by the Owner with reasonable promptness to avoid delay in orderly progress of the Work.

2.2.9 COPIES FURNISHED

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Supplementary Conditions. The Contractor will be furnished, free of charge, such copies of the Contract Documents as are reasonably necessary for execution of the Work.

2.2.10 DUTIES CUMULATIVE

The foregoing is in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by paragraph 12.2, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, after providing Notice pursuant to paragraph 2.4, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails (within a three-day period after receipt of written notice or the time period expressly stated in the written notice from the Owner) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may correct such deficiencies without prejudice to other remedies the Owner may have. In such case, the Contractor will be invoiced the cost of correcting such deficiencies, including compensation for additional professional and internally generated services and expenses made necessary by such default, neglect, or failure. 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 Owner.

ARTICLE 3 THE CONTRACTOR

3.1 DEFINITION

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 CONTRACTOR

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters. If any of the Work is performed by separate contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those separate contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6. Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code § 17309 in the manner prescribed by Title 24.

3.2.2 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible to the Owner 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.

3.2.3 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.

3.2.4 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.

3.3 SUPERINTENDENT

3.3.1 FULL TIME SUPERINTENDENT

The Contractor shall provide a competent, English-speaking superintendent and assistants as necessary who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

3.3.2 STAFF

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; 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 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.

3.3.3 RIGHT TO REMOVE

Owner 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, etc., for cause.

3.4 LABOR AND MATERIALS

3.4.1 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, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and shall be of such quality so that work in accordance with the standards of construction set forth in Contract Documents will result.

3.4.3 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 and condemned by the Owner, in which case, they shall be removed and replaced by the Contractor at the Contractor's sole expense.

3.4.4 DISCIPLINE

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract in accordance with paragraph 5.5.2 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

The Contractor warrants to the Owner and Architect that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects 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. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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. Owner 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 customarily secured 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). Owner 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 Supplementary 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 and public utilities bearing on performance of the Work and which are currently in effect as of the date of the Advertisement for Bids, Change Order, or field order to Contractor, unless specified otherwise.

3.7.3 CONTRACT DOCUMENTS

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.7.4 RESPONSIBILITY

If the Contractor performs Work that it knows, or should have known, is contrary to any 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 ALLOWANCES

3.8.1 CONTRACT

The Contractor shall include in the Contract Sum all allowances stated in the Contract Document. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable objection.

3.8.2 SCOPE

3.8.2.1 **Prompt Selection.** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 **Cost.** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 **Cost Included in Contract Sum.** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

3.8.2.4 **Contract Sum Adjustment.** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost and the allowances under paragraph 3.8.2.2 and the change in the Contractor's costs under paragraph 3.8.2.3.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.9.1 REQUIREMENTS

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and the Architect's information the Construction Schedule for the Work. The Schedule shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by Division 1 of the Specifications.

3.9.2 FAILURE TO MEET REQUIREMENTS

Failure of the Contractor to provide proper Construction Schedules as required by this paragraph may, at the sole discretion of Owner, constitute grounds to withhold, in whole or in part, progress payments to the Contractor.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and 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 Owner upon completion of the Work.

Material Safety Data Sheets: The Contractor shall require all employers at the Project site to exchange Material Safety Data Sheets (MSDS) and other hazardous communications with one another and to inform employees who may be affected by hazardous substances brought to the site by another employer. The Contractor shall coordinate and verify the exchange. Maintain, at the Project site, a file of all applicable MSDS.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 SUBMITTALS DEFINED

3.11.1.1 Shop Drawings. The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining Work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 Samples. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 Contractor's Responsibility. Contractor shall obtain and shall submit all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" ("Submittal Schedule") as required in Division 1 of the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor but in no event later than ninety (90) days after the execution of the Contract. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other than Contractor) represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially will be returned unreviewed by the Architect for resubmission by the Contractor.

3.11.1.4 **Extent of Review.** In reviewing shop drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for any quantities, which may be shown on the shop drawings.

3.11.2 DRAWING SUBMISSION PROCEDURE

3.11.2.1 **Transmittal Letter and Other Requirements.** All shop drawings must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 **Copies Required.** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 **Corrections.** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to paragraph 4.4.

3.11.2.4 **Approval Prior to Commencement of Work.** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 SAMPLE SUBMISSIONS PROCEDURE

3.11.3.1 **Samples Required.** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 **Labels and Instructions.** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 **Architect's Review.** The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 **Record Drawings and Annotated Specifications.** The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the Schedule prepared by Contractor. In the event of a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner and the Architect. On completion of the Contractor's portion of the Work and prior to Application for Final Payment, the Contractor will provide one complete set of final Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 **Equipment Manuals.** Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 **Owner's Property.** All shop drawings and samples submitted shall become the Owner's property.

3.11.4 SUBSTITUTIONS

3.11.4.1 **One Product Specified.** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by 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 material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer, on the Substitution Report Form described in this Article, any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 **Two or More Products Specified.** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If the Contractor requests, in the Substitution Request Form, an "or equal" substitution, the Owner, at its sole discretion, may refuse to consider the substitution unless all the products specified are no longer commercially available. If the Owner allows the substitution to be proposed, the Contractor will be invoiced by the Owner for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution. If one of the named specified products is the basis for design the Contractor shall submit a properly completed Substitution Request Form for one of the other named products that the Contractor plans to use.

3.11.4.3 **Substitution Request Form.** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner within thirty-five (35) days of the execution of the established date for the start of construction stated in the Notice to Proceed. Any Requests submitted after the thirty-five (35) days will not be considered, except as noted in paragraph 3.11.4.2 or at the sole discretion of the Owner. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related Work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy

and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a requested substitution shall be on the requesting party.

3.11.4.4 List of Manufacturers and Products Required. The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

3.12 CUTTING AND PATCHING

3.12.1 SCOPE

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.12.2 CONSENT

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

3.12.3 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, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas or items of the Work if, in the opinion of the Architect or the Owner, 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

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall remove from and about the Site the waste materials, rubbish, tools, construction

equipment, machinery, and materials no longer required for the Work.

3.13.2 FAILURE TO CLEANUP

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof shall be invoiced to the Contractor and deducted from the next progress payment. Each Subcontractor shall have the responsibility for the cleanup of its own Work.

3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner or the Architect, Contractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate.

3.14 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, and the Inspector, access to the Work in preparation and progress wherever located.

3.15 ROYALTIES AND PATENTS

3.15.1 PAYMENT AND INDEMNITY

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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 SCOPE: CONTRACTOR

To the fullest extent permitted by law, all Work covered by this Agreement shall be at the risk of the Contractor alone. Contractor agrees to defend, indemnify, and hold harmless the Owner, its employees, officers and trustees, the Architect and its consultants, the State of California, all of its political subdivisions, and their employees ("Owner/Indemnitees") against any and all liabilities, judgments, claims, damages, losses, and expenses, including, but not limited to, demands arising from injuries or death to persons (Contractor's employees included), and damage to property, real or personal, arising from Work covered by this Agreement performed by Contractor's employees, agents, subcontractors, material or equipment suppliers, invitees, or licensees, regardless of whether such claims or litigation arise in part out of the active negligence of Owners/Indemnitees, save and except for claims or litigation arising out of the sole negligence or sole willful misconduct of Owners/Indemnitees.

Additionally, Contractor agrees to indemnify, defend, and hold harmless the Owner/Indemnitees against any and all liabilities, judgments, claims, damages, losses, and expenses resulting from any and all liens, stop notices and charges of any type, nature, kind or description which may at any time be filed or claimed against the Project site or any portion thereof, (except when such liens or stop notices are caused by Owner's default in its obligation to pay Contractor).

The coverage of the indemnification contained in this section shall include, without limitation, reasonable attorneys' and expert consultants' fees and court costs incurred by the Owner/Indemnitees in connection with any of the foregoing. Payment to Contractor by Owner shall not be a condition precedent to enforcing Owner/Indemnitees' right to indemnification. The indemnity set forth in this section shall survive the expiration or term of this Agreement until such time as action against Owner/Indemnitees is barred by the applicable statute of limitations.

3.16.2 SCOPE: SUBCONTRACTORS

Contractor's written contract with all Subcontractors hired pursuant to Article 5 of this Agreement shall contain the following provision:

"To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless the Contractor, the Owner, its employees, officers and trustees, the Architect and its consultants, the State of California, all of its political subdivisions, and their employees ("Owner/Indemnitees") against any and all liabilities, judgments, claims, damages, losses and expenses, including, but not limited to, demands arising from injuries or death to persons (Subcontractor's employees included), and damage to property, real or personal, arising from Work covered by this Agreement performed by Subcontractor's employees, agents, subcontractors, material or equipment suppliers, invitees, or licensees, regardless of whether such claims or litigation arise in part out of the active negligence of Indemnities, save and except for claims or litigation arising out of the sole negligence or sole willful misconduct of the Indemnities."

Additionally, Subcontractor agrees to indemnify, defend, and hold harmless the Owner/Indemnitees against any and all liabilities, judgments, claims, damages, losses, and expenses resulting from any and all liens, stop notices and charges of any type, nature, kind or description which may at any time be filed or claimed against the Project site or any portion thereof, (except when such liens or stop notices are caused by Indemnities' default in its obligation to pay Subcontractor).

The coverage of the indemnification contained in this section shall include, without limitation, reasonable attorney's and expert consultants' fees and court costs incurred by the Indemnities in connection with any of the foregoing. Payment to Subcontractor by Contractor or Owner shall not be a condition precedent to enforcing Indemnities' right to indemnification. The indemnity set forth in this section shall survive the expiration or term of this Agreement until such time as action against Indemnities is barred by the applicable statute of limitations."

3.17 PAYMENT FOR DEVIATIONS FROM THE CONTRACT DOCUMENTS

Fees or costs associated with the redesign or modification of the Drawings or Specifications by the Architect or the Architect's consultants as a result of deviation by the Contractor from the Contract Documents, or due to errors, faulty materials, or faulty workmanship, shall be paid to the Architect and the consultants by the Contractor.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 DEFINITION

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative, and shall also refer to all consultants under the Architect's direction and control.

4.1.1.1 Other Entities. The "Architect" shall also mean the "Project Engineer", "Owner's Representative", or other entity designated by the Owner to act on the Owner's behalf with respect to the preparation and interpretation of the Contract Documents for the Work.

4.1.2 MODIFICATION

Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner and Architect. Consent shall not be unreasonably withheld.

4.1.3 TERMINATION

In the case of the termination of the Architect, the Owner 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 that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 STATUS

The Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representative during construction, until final payment is due, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by in writing in accordance with other provisions of The Owner/Architect Agreement. The Architect will have all responsibilities and power established by law including California Code of Regulations, Title 24.

4.2.2 SITE VISITS

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on Site inspections to check quality or quantity of the Work. On the basis of its on-Site observations, the Architect will keep the Owner informed of the progress of the Work.

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. The Architect's

duties shall not extend to the receipt, inspection, and acceptance on behalf of the Owner of furniture, furnishings, and equipment at the time of their delivery to the premises and installation.

4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Architect. Where direct communication is necessary between the Owner and the Contractor, the Architect shall be promptly informed, and shall receive copies of all written communications. 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

Pursuant to Article 9, based on the Architect's observations, the Contractor's Applications for Payment, and the Inspector's approval, the Architect will review and make recommendations to the Owner regarding the amounts due the Contractor on the Certificates for Payment.

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 Owner that the Owner 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 Owner that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, 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 CHANGE ORDERS

The Architect will prepare change orders and construction change directives and may authorize minor changes in the Work as provided in paragraph 7.1.2.

4.2.8 WARRANTIES UPON COMPLETION

The Architect in conjunction with the Inspector will conduct field reviews of the Work to determine the date of completion, shall receive and forward to the Owner for the Owner's review and records written warranties 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, 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 Owner 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.

4.2.9 INTERPRETATION

The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or the Contractor. The Architect's response to such request will be made with reasonable promptness, while allowing sufficient time in the Architect's professional judgment, to permit adequate review and evaluation of request.

4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 Architect's Interpretations and Decisions. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance

by both the Owner and the Contractor, will not show partiality to either. The Architect will not be liable for the result of interpretations or decisions so rendered in good faith. The Work shall be executed in conformity with, and the Contractor shall do no Work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 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.

4.2.10.3 Aesthetic Effect. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

4.3 INSPECTOR OF RECORD

4.3.1 GENERAL

One or more project inspectors employed by the Owner 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 will be as specifically defined in Title 24.

4.3.2 INSPECTOR'S DUTIES

All Work shall be under the observation of or with the knowledge 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 that does not comply with the provisions of the Contract Documents. In addition, the Inspector may stop any Work, which 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 INSPECTOR'S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required under Division 1 of the Specifications.

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

If at any time prior to the completion of the requirements under the Contract Documents, through no fault of its own, the Owner 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 Owner 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 Owner 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 Owner. 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 required submittals of shop drawings, product data, and samples.

4.5 CLAIMS AND DISPUTES

4.5.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and the Contractor arising out of or relating to the Contract Documents. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.5.2 DECISION OF ARCHITECT

Claims, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in paragraph 4.6. A decision by the Architect, as provided in paragraph 4.6.4, shall be required as a condition precedent to mediation of a Claim between the Contractor and the Owner 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 mediation in the event: the position of Architect is vacant; the Architect has not received evidence or has failed to render a decision within agreed time limit; 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 the Claim relates to a Stop Notice Claim.

4.5.3 TIME LIMIT ON CLAIMS

Claims by either party must be made within ten (10) days after occurrence of the event giving rise to such Claim or within ten (10) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to provide the required notice shall constitute an express waiver of any right to assert such claim, whether affirmatively or defensively.

4.5.4 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim including mediation, arbitration, or litigation, unless otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract.

4.5.5 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.5.1 Trenches or Excavations Less Than Four Feet Below the Surface. If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before

conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Architect will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within ten (10) days after the Architect has given notice of the decision. If the Owner and the Contractor cannot agree on an adjustment in the Contract Sum or the Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to other proceedings pursuant to paragraph 4.6.

4.5.5.2 Trenches or Excavations Greater Than Four Feet Below the Surface. Pursuant to Public Contract Code §7104, when any excavation or trenching extends greater than four feet below the surface:

- A. The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:
 - (1) Material that the Contractor believes may be 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.
 - (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 public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or 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 under the procedures described in the Contract.
- C. In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or 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.

4.5.6 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make Claim for an increase in the Contract Price, written notice as provided herein shall be given before proceeding to execute the Work. Each Claim for additional cost must include any claim for additional time and its associated costs. Prior notice is not required for claims relating to an emergency endangering life or property arising under paragraph 10.4.1. If the Contractor believes additional cost is involved for reasons, including, but not limited to the following: a written interpretation from the Architect, an order by the Owner to stop the Work where the Contractor was not at fault, a written order for a minor change in the Work issued by the Architect, failure of payment by the Owner, termination of the Contract by the Owner, the Owner's suspension of the Work, or other reasonable grounds, a claim shall be filed in accordance with the procedure established herein.

4.5.7 CLAIMS FOR ADDITIONAL TIME

4.5.7.1 Notice and Extent of Claim. If the Contractor wishes to make a claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's claim shall include the cost associated with the extension and effect of delay on progress of the Work. In the case of a continuing delay, only one (1) claim is necessary.

4.5.7.2 Adverse Weather Claims. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could

not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

4.5.7.3 No Reservation Allowed. In no event will the Contractor be allowed to reserve its rights to assert a claim for time extension later than as required by paragraph 4.5.3 unless the Owner agrees in writing to allow such reservation.

4.5.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be made as provided in paragraphs 4.5.6 or 4.5.7.

4.6 RESOLUTION OF CLAIMS AND DISPUTES

4.6.1 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: request additional supporting data from the claimant; submit a schedule to the parties indicating when the Architect expects to take action; reject the claim in whole or in part, stating reasons for rejection; recommend approval of the claim by the other party; or 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.

4.6.2 DOCUMENTATION IF RESOLVED

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

4.6.3 ACTIONS IF NOT RESOLVED

If a claim has not been resolved, the party making the claim shall, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: submit additional supporting data requested by the Architect; modify the initial claim; or notify the Architect that the initial claim stands.

4.6.4 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 seven (7) 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 Price 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.

4.7 ALTERNATE DISPUTE RESOLUTION OF CLAIMS OF \$375,000 OR LESS

4.7.1 CLAIMS LESS THAN \$375,000

Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in Public Contracts Code §§ 20104, et seq. "Claim" for this purpose means a separate demand by the Contractor for a time extension, payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the Owner.

4.7.2 SUBMISSION OF CLAIMS LESS THAN \$375,000

The Contractor shall submit its claim of \$375,000 or less to the Owner in writing, within the time frames established under paragraph 4.5.3, but no later than before the final payment is made. The Owner shall respond within the time provided by statute. If the Contractor disagrees with the response or the Owner fails to respond within the time permitted, the Contractor shall notify the Owner of the disagreement in writing within fifteen (15) days from the date of

the response or expiration of the time permitted to respond and demand a meet-and-confer conference as detailed in paragraph 4.8.1. The Owner shall schedule a meet-and-confer conference within thirty (30) days of the demand. If not resolved at the meet-and-confer conference, then the claim shall be submitted to mediation pursuant to the procedures set forth in paragraph 4.9. If the dispute is not resolved at the mediation, the Contractor may initiate a civil action as set forth in Public Contract Code §§ 20104 et seq.

4.7.3 TIME LIMITS NOT EXTENDED

Nothing in Subdivision (a) of Public Contract Code § 20104.2 shall extend the time limit or supersede the notice requirements provided in this Contract for filing claims by the Contractor.

4.8 DISPUTE RESOLUTION OF CLAIMS IN EXCESS OF \$375,000

As a condition precedent to the initiation of litigation and subsequent to the fulfillment of the claims procedures established in paragraph 4.5 of this Article, disputes in excess of a total value of \$375,000 shall first be submitted to mediation pursuant to the procedures set forth in paragraph 4.9.

4.8.1 MEET AND CONFER CONFERENCE

Following action by the Architect under paragraph 4.6, the parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior executives of the parties who have authority to settle the controversy. The party disputing the Architect's action shall give the other party written notice of the dispute. Within ten (10) days after delivery of said notice, executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within twenty (20) days of the disputing party's notice, or if the party receiving such notice will not meet within ten (10) days, either party may initiate mediation of the controversy or claim under paragraph 4.9.

4.9 MEDIATION PROCEDURES

4.9.1 NEGOTIATIONS BEFORE MEDIATION

Negotiations to resolve disputes before Mediation is initiated are for settlement purposes only and are not binding.

4.9.2 MEDIATION

4.9.2.1 Authorization. In the event of a dispute or issue that cannot be resolved by negotiation, the Owner and the Contractor agree to attempt to resolve the matter by Mediation. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.

4.9.2.2 Initiation of Mediation. Either party may initiate Mediation by notifying the other party or parties in writing.

4.9.2.3 Request for Mediation. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the Mediation.

4.9.2.4 Selection of Mediator. Within fourteen (14) days after execution of the Contract for Construction, the parties will meet-and-confer to select an appropriate Mediator agreeable to all parties and two (2) alternate mediators, who will serve for the entire Project. If the parties cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.

4.9.2.5 Qualifications of a Mediator. Any Mediator selected shall have expertise in the area of the dispute and be knowledgeable in the Mediation process. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation. Before accepting an appointment, the prospective Mediator shall disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties shall meet and confer and decide whether to select another Mediator.

4.9.2.6 **Vacancies.** If any Mediator shall become unable or unwilling to serve, the First Alternate Mediator shall be selected unless the parties agree otherwise.

4.9.2.7 **Representation.** Any party may be represented by persons of its choice, who shall have full authority to negotiate. The names and addresses of such persons shall be communicated in writing to all parties and to the Mediator.

4.9.2.8 **Time and Place of Mediation.** The Mediator shall set the time of each Mediation session. The Mediation shall be held at any convenient location agreeable to the Mediator and the parties, as the Mediator shall determine. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within thirty (30) days after initiation of Mediation.

4.9.2.9 **Identification of Matters in Dispute.** At least ten (10) days before the first scheduled Mediation session, each party shall provide the Mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the Mediator such memoranda may be mutually exchanged by the parties.

At the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issue presented. The Mediator may require each party to supplement such information.

4.9.2.10 **Authority of Mediator.** The Mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The Mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties, as the Mediator shall determine.

The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the parties.

4.9.2.11 **Privacy.** Mediation sessions are private. The parties and their representatives may attend Mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

4.9.2.12 **Confidentiality.** Confidential information disclosed to a Mediator by the parties or by witnesses in the course of the Mediation shall not be divulged by the Mediator. All records, reports, or other documents received by a Mediator while serving as Mediator shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum. The parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial, or other proceedings: views expressed or suggestions made by the other party with respect to the possible settlement of the dispute; statements made by the other party in the course of the Mediation proceedings; proposals made or views expressed by the Mediator; and whether the other party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

4.9.2.13 **No Stenographic Record.** There shall be no stenographic record of the Mediation.

4.9.2.14 **Termination of Mediation.** The Mediation shall be terminated: by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

4.9.2.15 **Exclusion of Liability.** No Mediator shall be a necessary party in judicial proceedings related to the Mediation. No Mediator shall be liable to any party for any act or omission in connection with any Mediation conducted hereunder.

4.9.2.16 **Interpretation and Application of These Mediation Provisions.** The Mediator shall interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

4.9.2.17 **Expenses.** The expenses of witnesses for each party shall be paid by the party producing the witnesses. All other expenses of the Mediation, including, required travel and other expenses of the Mediator, the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, shall be borne equally by all parties to the Mediation.

4.10 LITIGATION

This Agreement shall be governed by the laws of the State of California. In the event that dispute resolution is not achieved through mediation, and litigation is commenced, such litigation shall be adjudicated in the Santa Barbara County Superior Court, Anacapa Division. If any portion of this Agreement is deemed by a court to be invalid or illegal, the remaining portions of the Agreement endure with full force and effect.

ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor".

5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 SPECIALTY CONTRACTORS

If a Subcontractor is designated as a "Specialty Contractor" as defined in § 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§ 4100, et seq.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

In accordance with Public Contract Code §§ 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontractor to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (.5%) of the Contractor's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

5.2.2 GROUNDS FOR SUBSTITUTION

Pursuant to Public Contract Code § 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

- A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written Contract when that written Contract, based upon the general terms, Conditions, Drawings and Specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the prime Contractor;
- B. When the listed Subcontractor becomes bankrupt or insolvent;
- C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;
- D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code § 4108.
- E. When the Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code S 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;
- F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or

- G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the Contract Documents, or the Subcontractor is substantially delaying or disrupting the progress of the Work.

5.2.2.1 No Change in Contract. 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.

5.2.2.2 Substitution Due to Clerical Error. The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code § 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefor. The awarding authority shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the awarding authority on the Contractor's request for substitution as provided in Public Contract Code § 4107. The determination by the awarding authority shall be final.

5.3 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 obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner and the Architect. Each subcontract agreement shall preserve and protect the rights of the Owner 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, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. 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.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of paragraph 5.3 above.

5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Subcontractor shall not employ on the Work any unfit person or anyone not skilled in the task assigned. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other Work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other Work and shall allow the Contractor, the Architect or other Subcontractors as Contractor elects a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other Work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Contractor over its written objection.

5.5.4 SUBCONTRACTOR INFORMATION

Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with respect thereto.

5.5.5 TEMPORARY STRUCTURES

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Project for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

5.5.6 CHARGES TO SUBCONTRACTOR

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for Subcontractor's violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

5.5.8 PROJECT SIGNS

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should the Subcontractor: fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delay the progress of the Work or otherwise fail in any of its obligations; or should either a receiver be appointed for the Subcontractor or the Subcontractor be declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days; then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Public Contracts Code § 4107), may provide such labor, materials, or perform such Work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

5.5.10 DISPUTES NOT TO AFFECT WORK

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it, the Subcontractor shall continue to proceed diligently with the performance as required by the Contractor. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

5.5.11 APPLICATION FOR PAYMENT

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

5.5.12 COMPLIANCE WITH PROCEDURES

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 ON-SITE RECORD KEEPING

Subcontractor shall comply with all on-Site record keeping systems established by the Contractor and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

5.5.14 NON-EXCLUSIVE OBLIGATIONS

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 OWNER'S RIGHTS

The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. Upon the election to perform Work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

6.1.2 DESIGNATION AS CONTRACTOR

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

6.1.3 CONTRACTOR DUTIES

The Contractor shall have overall responsibility for coordination and scheduling of the activities of the Owner'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 Owner 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 Owner until subsequently revised.

6.1.4 OWNER OBLIGATIONS

Unless otherwise provided in the Contract Documents, when the Owner performs Work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11, and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 DELIVERY AND STORAGE

The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with the Contractor's as required by the Contract Documents.

6.2.2 NOTICE BY CONTRACTOR

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's Work shall be borne by the party responsible.

6.2.4 CORRECTION OF DAMAGE

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially

completed construction or to property of the Owner or separate contractors.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in paragraph 3.13, the Owner may clean up and allocate the cost among those responsible as the Architect determines to be just.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Architect for a minor change in the Work as herein provided. Owner shall not be liable for the cost of any extra Work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been authorized by and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 7, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the Owner, the Architect, the Contractor, and the DSA.

7.1.2 ARCHITECT AUTHORITY

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, an extension of the Contract Time, or a change, which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the Architect and signed by the Owner, the Contractor, the Architect, and the DSA, stating their agreement upon all of the following:

- A. a change in the Work;
- B. the amount of the adjustment in the Contract Price, if any; and
- C. the extent of the adjustment in the Contract Time, if any.

7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")

7.3.1 DEFINITION

A CCD is a written order prepared by the Architect and signed by the Owner and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within, the Contract Price and Contract Time being adjusted accordingly.

7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO.

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 DEFINITION

An RFI is a written request prepared by the Contractor asking the Architect to provide additional information necessary to clarify an item, which the Contractor feels, is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions.

7.4.2 SCOPE

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.

7.4.3 RESPONSE TIME

The Architect must respond to a RFI within fourteen (14) calendar days after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO or CCD. If the Architect cannot respond to the RFI within fourteen (14) calendar days, the Architect shall notify the Contractor, with a copy to the Inspector and the Owner, of the amount of time that will be required to respond.

7.4.4 COSTS INCURRED

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be deducted from the next progress payment, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 DEFINITION

An RFP is a written request prepared by the Architect asking the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change on the Contract Price and the Contract Time.

7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by paragraph 7.7. The Contractor shall not be entitled to any additional compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 DEFINITION

A COR is a written request prepared by the Contractor asking the Owner and the Architect to incorporate a proposed change called for in an RFP or a claim per paragraph 7.7.6 into a CO.

7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per paragraph 7.7 to validate any change in Contract Price due to proposed change or claim.

7.6.3 CHANGES IN TIME

A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in paragraph 3.9 and Division 1 of the Specifications.

7.7 COST OF CHANGE ORDERS

7.7.1 SCOPE

Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Price or the Contract Time, the Contractor shall provide to the Owner and the Architect in writing an estimate of the effect of the proposed CO upon the Contract Price and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written CCD.

7.7.2 DETERMINATION OF COST

The amount of the increase or decrease in the Contract Price resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Contractor.**

- a). General: At the close of each working day, the Contractor shall submit a daily report to the inspector, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the Work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points, which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the Contractor.
- b). Labor: Show names of worker, classifications, and hours worked.
- c). Materials: Describe and list quantities of materials used.
- d). Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.
- e). Other Service and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs.**

- a) Labor: will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra Work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

- c) Tool and Equipment Rental. No payment will be made for the use of tools, which have a replacement value of Twenty-Five Hundred Dollars (\$2,500) or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary

attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra Work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental

source at less expense to the Owner than holding it at the Work Site, it shall be returned unless the Contractor elects to keep it at the Work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- d) Other Items. The Owner may authorize other items, which may be required on the extra Work. Such items include labor, services, material, and equipment, which are different in their nature from those, required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price, which was current at the time of the Daily Report.
- f) Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.7.3 FORMAT FOR PROPOSED COST CHANGE

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

		EXTRA	CREDIT
A.	Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
B.	Labor (attach itemize hours and rates	_____	_____
C.	Equipment (attach invoices)	_____	_____
D.	Subtotal	_____	_____
E.	If Subcontractor performed Work add Subcontractor's Overhead and profit to portions performed by Sub-Contractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F.	Liability and Property Damage Insurance, Worker's, Compensation Insurance, Social Security, and Un-employment Taxes, not to exceed twenty-five percent (25%) of item B.	_____	_____
G.	Subtotal	_____	_____
H.	For Work performed by Sub-contractors, Contractor's Overhead and Profit, not to exceed eight percent (8%) of Item G.	_____	_____
I.	For Work performed by the Contractor with Contractor's Own forces, Contractor's Overhead and Profit, not to Exceed fifteen (15%) of the portion of item G amount for Contractor's own forces	_____	_____
J.	Subtotal	_____	_____

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K.	Bond not exceed two percent (2%) of item.	_____	_____
L.	TOTAL	_____	_____

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs or expenses not included are deemed waived.

7.7.4 DISCOUNTS, REBATES, AND REFUNDS

For purpose of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured and the amount thereof shall be allowed as reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided therein.

7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.6 NOTICE REQUIRED

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall give the Owner and the Architect written notice thereof within ten (10) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Price and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with paragraph 10.4 hereof. No claim shall be considered unless made in accordance with this Subparagraph; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract Time, and/or the increase in the Contract Price. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a CO.

7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

ARTICLE 8 TIME

8.1 DEFINITIONS

8.1.1 CONTRACT TIME

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 NOTICE TO PROCEED

The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 DAYS

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

8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES

Contractors and Subcontractors shall 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 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 Owner.

8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's Work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the Work or upon any part of the Work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision herein above set forth, Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to Work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the Work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do Work outside regular working hours for the Contractor's own convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the Owner 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 Owner and deducted from the next

Progress Payment.

8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work. Contractor shall ensure that all Subcontractors commence their Work in accordance with this provision.

8.3 PROGRESS AND COMPLETION

8.3.1 TIME OF THE ESSENCE

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

8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3.3 EXPEDITIOUS COMPLETION

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME

8.4.1 EXCUSABLE DELAY

The Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or the negligence of Contractor, including, but not restricted to, acts of God, acts of public enemy, acts of Government, acts of the Owner or anyone employed by it, acts of a separate contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, severe weather preventing Work as approved by Architect and Owner, or delays of Subcontractors due to such causes.

8.4.2 NOTICE BY CONTRACTOR REQUIRED

The Contractor shall within seven (7) calendar days of beginning of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner 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. The Owner's findings of fact thereon shall be final and conclusive on the parties. 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 8.4.1 shall be an extension of the Contract Time at no cost to the Owner.

8.4.3 CONDITIONS FOR EXTENSION OF TIME

If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, the Architect, an employee of either, or of a separate contractor employed by the Owner, by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT PRICE

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 REQUIRED INFORMATION

On forms approved by the Owner, the Contractor shall furnish the following:

- A. Within ten (10) days of the award of the Contract, a detailed breakdown of the Contract Price (Schedule of Values) for each Project or Site;
- B. Within ten (10) days of the award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;
- C. Five (5) days prior to the submission of an Application for Payment, an itemized breakdown of Work done for the purpose of requesting partial payments;
- D. Within ten (10) days of the award of the Contract, the name, address, telephone number, fax number, license number, and classification of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

9.2.2 OWNER APPROVAL REQUIRED

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 PROCEDURE

On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Architect an itemized Application for Payment using the original AIA document G702 and continuation sheet G703 as the form for application for payment, for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

- A. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- B. The amount being requested with the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- C. The balance that will be due to each of such entities after said payment is made;
- D. A certification that the Record Drawings and Annotated Specifications are current;
- E. The additions to and subtractions from the Contract Price and Time;
- F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6,

of the amount due until completion of the Work of the Contractor and Final Acceptance thereof by Owner);

- G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
- H. The percentage of completion of the Contractor's Work by line item; and
- I. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment.

9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT

As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves, the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Contractor, Subcontractor, or vendor of bills of sale and such other documents satisfactory to the Architect and the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the Owner by sureties of the Contractor and the Subcontractor and, if stored off-Site, stored only in a bonded warehouse.

9.3.3 WARRANTY OF TITLE

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

9.4 REVIEW OF PROGRESS PAYMENT

9.4.1 ARCHITECT'S APPROVAL

The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in paragraph 9.5.1.

9.4.2 CERTIFICATE FOR PAYMENT

The Architect's approval of the Contractor's Application for Payment will be in the form of a Certificate for Payment issued to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due.

9.4.3 ARCHITECT'S REVIEW

The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the review by the Architect will not be a representation that the Architect has:

- A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
- B. Reviewed construction means, methods, techniques, sequences, or procedures;

- C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or
- D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

9.5 DECISIONS TO WITHHOLD PAYMENT

9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may decide to withhold payment in whole, or in part, to the extent reasonably necessary to protect the Owner if, in the Owner's opinion, the representations to the Owner required by paragraph 9.4.3 cannot be made. The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of:

- A. Defective Work not remedied;
- B. Stop Notices filed, unless the Owner allows, solely at the Owner's option, the Contractor, at the Contractor's sole expense, to provide a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, and which protects the Owner against such claims;
- C. Liquidated damages assessed against the Contractor;
- D. Reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
- E. Damage to the Owner, separate contractor, or Subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;
- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly Construction Schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;
- I. Failure of the Contractor to maintain record documents;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents; or
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with the established Construction Schedule and completion dates.

9.5.2 WRITTEN REASONS FOR WITHHOLDING PROVIDED

Upon request of the Contractor whose payment is deferred, the Contractor shall be given a written copy of Owner's reasons for withholding payment.

9.5.3 PAYMENT AFTER CURE

When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.6 PROGRESS PAYMENTS

9.6.1 PAYMENTS TO CONTRACTOR

Within thirty (30) days after Architect's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncompleted. At any time after fifty percent (50%) of the Work has been completed, if the Owner, by action of its governing body, finds that satisfactory progress is being made, the Owner may make any of the remaining payments in full for actual Work completed or may withhold any amount up to five percent (5%) thereof as the Owner may find appropriate based on the Contractor's progress.

9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt, pursuant to Business and Professions Code § 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT

The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

An approved Application for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.6.7 JOINT CHECKS

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

9.7 COMPLETION OF THE WORK

9.7.1 CLOSE-OUT PROCEDURES AND FINAL INSPECTION

When the Contractor, with the Architect's approval, considers that the Work, or a portion thereof which the Owner agrees to accept separately, is complete, the Contractor shall give written notice to the Architect who will make an inspection and prepare and submit to the Owner and Contractor a comprehensive list of minor items to be completed

or corrected (Punch List). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of written notice from Contractor that all items on the Punch List have been completed and corrected, the Owner and Architect will make an inspection to determine whether the Work, or designated portion thereof, is complete. If the Owner's and Architect's inspection discloses any item, whether or not included on the Punch List, is not completed in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Notice of Completion, complete or correct such item. The Contractor shall then submit a written request for final inspection by the Owner and Architect to determine Completion. When the Work, or designated portion thereof, is complete, the Owner will prepare a Notice of Completion which shall establish the date of Completion, establish the responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Notice of Completion. Warranties required by the Contractor Documents shall commence on the date of Completion of the Work, or designated portion thereof, unless otherwise provided in the Notice of Completion

The Notice of Completion shall be submitted to the Owner and the Contractor for their written acceptance of responsibilities assigned to them in such Notice.

9.7.2 PAYMENT UPON COMPLETION

Upon Completion of the Work, or designated portion thereof, and upon application by the Contractor, the Owner shall make payment reflecting adjustment in retention, if any, for such Work, or portion thereof, as provided in the Contract Documents.

9.7.3 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests of the Owner to make inspections required under paragraph 9.7.1 shall be considered an additional service of Architect, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments.

9.8 PARTIAL OCCUPANCY OR USE

9.8.1 OWNER'S RIGHTS

The Owner may occupy or use any completed or partially completed portion of the Work at any stage. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor shall proceed as provided under paragraph 9.7.1.

9.8.2 INSPECTION PRIOR TO OCCUPANCY OR USE

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

9.8.3 NO WAIVER

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Work not complying with the requirements of the Contract Documents.

9.9 FINAL PAYMENT

9.9.1 FINAL APPLICATION FOR PAYMENT

When the Owner finds the Work contained in the final inspection report acceptable under the Contract Documents and, therefore, the Work fully completed, it shall so notify Contractor, who shall then submit to the Architect its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Architect shall issue a final Certificate of Payment stating that to the best of its knowledge, information, and belief, and on the basis of its observations,

inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The Owner shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete, the Owner shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from Owner, pay the amounts due Subcontractors.

9.9.2 RETAINAGE

The retention, less any amounts disputed by the Owner or which the Owner has the right to withhold, shall be paid after approval of the Owner of the Architect's Certificate of Payment referred to in paragraph 9.9.1, after the satisfaction of the conditions set forth in paragraph 9.9, and after sixty (60) days after the acceptance of the Work and recording of the Notice of Completion by Owner. No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the Owner and the Contractor pursuant to Public Contract Code § 22300.

9.9.3 PROCEDURES FOR APPLICATION FOR FINAL PAYMENT

The Application for Final Payment shall be accompanied by the same details as set forth in paragraph 9.3, and in addition, the following conditions must be fulfilled:

- A. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final waiver of all Stop Notices or, at the Owner's option, a Stop Notice Release Bond from a surety acceptable to the Owner as defined by the Contract Documents, including a release of Stop Notice in recordable form, in connection with the Work obtained by Contractor from each person to receive a payment thereunder, which waivers of Stop Notice shall be in a form as approved by Owner.
- B. The Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.
- C. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.
- D. The Contractor shall deliver to the Owner reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work, with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, all guarantees, and operation and maintenance instructions for equipment and apparatus.
- E. Architect shall have issued a Final Certificate of Payment.
- F. The Contractor shall have delivered to the Owner all manuals and materials required by the Contract Documents.
- G. The Contractor shall have removed, or caused to be removed, all waste materials and rubbish from and about the Site, as well as all tools, construction equipment, machinery, surplus material, scaffolding equipment, and any other similar materials of the Contractor or any subcontractor, shall have cleaned, or caused to be cleaned, all glass surfaces, and shall have left the Work broom-clean, except as otherwise provided in the Contract Documents.

9.10 WAIVER AND RELEASE FORMS

All Applications for Payment, whether for progress payments or final payment shall include conditional or unconditional waiver and release documents, as appropriate, in the form specified by Civil Code §§ 8132, 8134, 8136, and 8138.

9.11 SUBSTITUTION OF SECURITIES

In accordance with § 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. Securities eligible for investment under this section shall include those listed in Government Code § 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be substantially similar to the form set forth in Public Contract Code § 22300.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 CONTRACTOR RESPONSIBILITY

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.2 SUBCONTRACTOR RESPONSIBILITY

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner and the Architect giving full details of the accident.

10.1.5 FIRST-AID SUPPLIES AT SITE

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 THE CONTRACTOR

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Subsubcontractors; and
- C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 CONTRACTOR NOTICES

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 SAFETY BARRIERS AND SAFEGUARDS

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

10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.3 PROTECTION OF WORK AND PROPERTY

10.3.1 PROTECTION FROM ELEMENTS

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

10.3.2 PROTECTION FOR ELEMENTS

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

10.3.3 SHORING AND STRUCTURAL LOADING

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the appropriate Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind or earthquake damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, illegal drugs, pets, the presence of liquor, and the presence of firearms by any person at the Site.

10.3.6 SITE ACCESS

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.3.7 PROTECTION OF MATERIALS

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

10.4 EMERGENCIES

10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.4.2 ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 HAZARDOUS MATERIALS

10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by §25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether or not such material was generated by the Contractor or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless, the work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR

In the event the presence of hazardous materials on the Project Site is not caused by the Contractor, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any additional costs incurred or Project delay in accordance with the applicable provisions of Article 7 herein. In addition, Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material.

10.5.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result

of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

10.5.5 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

ARTICLE 11 INSURANCE AND BONDS

11.1 Owner Controlled Insurance Program (OCIP)

11.1.1 INSURANCE REQUIREMENTS

The District has elected to implement an Owner Controlled Insurance Program (OCIP). The OCIP will provide Workers' Compensation, Employer's Liability, General/Excess Liability, Contractor's Pollution Liability and Builder's Risk insurance for all Enrolled contractors (and their enrolled subcontractors of every tier) and other designated parties for work performed at the Project site. The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents. All terms and conditions of the OCIP Contractual Provisions as outlined in Section 11.1.1 will apply during the term of the contract. Contractor's base bid shall exclude any and all costs for insurance coverages provided under the OCIP and each subcontractor to the Bidder shall similarly exclude costs for any insurance coverage afforded under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder.

- ~~A. Claims for damages because of bodily injury, sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;~~
- ~~B. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;~~
- ~~C. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and~~
- ~~D. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and~~
- ~~E. Claims involving blanket contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and~~
- ~~F. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)~~

11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS

~~The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under paragraph 11.1.1 in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of paragraph 11.1.1 without prior written approval of the Owner.~~

11.1.3 OWNER'S INSURANCE

~~The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.~~

11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS

~~The Contractor shall name, on any policy of insurance required under paragraph 11.1, the Owner and the Architect and their agents and consultants as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect and their agents and consultants as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Contractor shall provide Owner with a CG 20~~

~~37 endorsement or its equivalent.~~

~~11.2~~ **WORKERS' COMPENSATION INSURANCE**

~~During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under paragraph 11.6 and in compliance with Labor Code § 3700. Workers' Compensation coverage amounts shall be as follows:~~

~~State Workers' Compensation Statutory Benefits: Policy limits of not less than \$2,000,000.00~~

~~Employer's Liability: Policy limits of not less than \$1,000,000.00~~

~~11.3~~ **BUILDER'S RISK/"ALL RISK" INSURANCE**

~~11.3.1~~ **COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS**

~~The Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/"All Risk," course-of-construction insurance issued on a completed-value basis on all insurable Work included under the Contract Documents. Coverage is to provide extended coverage and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for the Architect's services and expenses required as a result of such insured loss upon the entire Work which is the subject of the Contract Documents, including completed Work and Work in progress to the full insurable value thereof. Such insurance shall include the Owner and the Architect and their agents, consultants, and employees as an additional named insured and any other person with an insurable interest designated by the Owner as an additional named insured.~~

~~The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the Builder's Risk/"All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.~~

~~11.3.2~~ **CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE**

~~Partial occupancy or use in accordance with Article 9 shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.~~

~~11.3.3~~ **BUILDER'S RISK COVERAGE AMOUNTS**

~~Unless otherwise specified in Division 1 of the Specifications, the Builder's Risk coverage amounts shall be as follows: Commercial General Liability Coverage: Shall be written on an occurrence as versus a claims made form with policy limits of not less than \$2,000,000.00 per occurrence and \$4,000,000.00 aggregate per project on BI (bodily injury) and PD (property damage) and include coverage for the following:~~

- ~~1. Premises operations~~
- ~~2. Contractual liability~~
- ~~3. Products~~
- ~~4. Completed operations~~
- ~~5. Broad form PD and including X, C and U coverage~~
- ~~6. Personal injury~~

~~7. Owners, Contractors protective~~

~~Comprehensive Auto Liability Insurance: Shall have limits of not less than \$1,000,000.00 CSL, BI and PD, including coverage for owned, non owned and hired autos.~~

~~Asbestos Abatement (if applicable):~~

- ~~1. Must be occurrence coverage versus claims made coverage.~~
- ~~2. \$1,000,000.00 per occurrence with not less than \$2,000,000.00 annual aggregate limits required.~~
- ~~3. Certificates of Insurance must specify "asbestos abatement".~~

~~The Contractor shall maintain Builders Risk coverage including items of labor and materials connected therewith whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incidental to the Work, and such scaffolding, staging, towers, forms, and the equipment as are not owned or rented by the Contractor, the costs of which are included in the cost of the Work. Such insurance shall be maintained for the life of the Contract.~~

11.4 FIRE INSURANCE

~~Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the Owner.~~

11.5 OTHER INSURANCE

~~The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.~~

11.6 PROOF OF CARRIAGE OF INSURANCE

~~The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and a certified copy of insurances, authenticated by the proper office of the Insurer, have been obtained and delivered in triplicate to the Owner for approval subject to the following requirements and in the coverage amounts required by the Supplementary Conditions:~~

- ~~A. Certificates and insurance policies shall include the following clause:~~

~~This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."~~

- ~~B. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.~~
- ~~C. Certificates of insurance shall clearly state that the Owner and the Architect and their agents, consultants, and employees are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self insurance maintained by Owner.~~
- ~~D. Acceptance of the Certificates of Insurance by the Owner shall not relieve or decrease the liability of the Contractor.~~

11.7 COMPLIANCE

~~In the event of the failure of the Contractor or any Subcontractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect and their agents and consultants.~~

11.8 ~~WAIVER OF SUBROGATION~~

~~The Owner, the Architect, and the Contractor each waive (to the extent permitted by law) any right to recover against the other for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by either the Owner, or any Contractor.~~

~~The provisions of this Section 11.8 are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.~~

11.9 PERFORMANCE AND PAYMENT BONDS

11.9.1 BOND REQUIREMENTS

Unless otherwise specified in the Supplementary Conditions, prior to commencing any portion of the Work, the Contractor shall apply for and 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.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Owner, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. 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 bond, the Owner may terminate the Contract for cause.

11.9.2 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 with a rating not lower than "A-" as rated by A.M. Best Company, Inc., or other independent rating companies, with a bonding capacity in excess of the Contract Price.

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 contrary to the Inspector's request, the Architect's request, or to requirements specifically expressed in 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 Price 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 Owner. If such Work is not in accordance with Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor, in which event the Owner 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 Owner upon recommendation of the Architect or 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 CORRECTIONS

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under paragraph 9.3.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year 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 Owner shall give such notice promptly after discovery of the condition.

12.2.3 REMOVAL OF NONCONFORMING WORK

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted by the Owner.

12.2.4 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT

If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with paragraph 2.4. In addition, if the Contractor does not proceed with correction of such nonconforming Work within the time fixed by written notice from the Inspector or the Owner through the Architect, the Owner may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contractor shall be invoiced for the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.5 COST OF CORRECTING THE WORK

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming Work.

12.2.6 NO TIME LIMITATION

Nothing contained in this paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in paragraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If it is found at any time before or after completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Architect shall make a recommendation: that all such improper Work should be removed, remade, and replaced, that all Work disturbed by these changes be made good at the Contractor's expense, and that the Owner deduct from any amount due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Architect shall determine such difference in value. The Owner, at its option, may pursue either course unless correction is required by law.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW AND VENUE

The Contract shall be governed by the law of the State of California. In the event of a litigated disputed between the parties, venue shall be in the Santa Barbara County Superior Court, Anacapa Division.

13.2 SUCCESSORS AND ASSIGNS

The Owner 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

13.4.1 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.

13.4.2 NO WAIVER

No action or failure to act by the Inspector, the Owner, the Architect or the Contractor 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 shall 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 Owner will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. Any costs or expenses of inspection or testing incurred outside of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the Owner, invoiced by the Owner to the Contractor, and deducted 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 Owner, 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 Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in paragraph 13.5.6.

13.5.6 COSTS FOR RE-TESTING

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 Owner, 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 Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice shall be deducted from the next Progress Payment.

13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

Payments due and unpaid under the Contract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

13.7 TRENCH EXCAVATION

13.7.1 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 Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.7.2 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 by the Owner or by the person to whom authority to accept has been delegated by the Owner.

13.7.3 NO TORT LIABILITY OF OWNER

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

13.7.4 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.

13.8 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner 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 Work 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 with the Clerk of the Owner's governing board, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the Site.

Contractor shall comply with all requirements of the Labor Code of the State of California, regardless of whether all such requirements are set forth here. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor represents that Contractor is registered to perform public work pursuant to Labor Code section 1725.5. Contractor will provide proof of its registration prior to entering into the Contract Documents.

Contractor shall post job site notices as prescribed regulation as required in Labor Code section 1771.4.

13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime Work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Contractor shall pay and shall cause to be paid each worker engaged in 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.

13.8.4 TRAVEL AND SUBSISTENCE

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

13.8.5 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public Work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

13.8.6 FORFEITURE AND PAYMENTS

Pursuant to Labor Code § 1775, the Contractor shall as a penalty to the Owner not more than two hundred dollars (\$200) for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed. The amount of the penalty shall be determined by the Labor Commissioner.

13.8.7 MINIMUM WAGE RATES

Any worker employed to perform Work on the Project, which Work is not covered by any craft or classification listed in

the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

13.8.8 PER DIEM WAGES

Pursuant to Labor Code § 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code § 1773.8.

13.8.9 POSTING OF WAGE RATES

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

13.9 RECORD OF WAGES PAID: INSPECTION

13.9.1 PAYROLL RECORDS

Contractor and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the execution of this contract.

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the execution of this contract.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the Owner and the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- (3) A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either Owner or the Division of Labor Standards Enforcement. The public may not be given access to the records at the principal office of the Contractor.

Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified herein.

Contractor and each subcontractor shall file a certified copy of the payroll records with the entity that requested the records within 10 days after receipt of a written request.

Contractor shall inform Owner of the location of the verified payroll records including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

Contractor and each subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the verified payroll records. In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the Owner, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

The verified payroll records shall be furnished to the Labor Commissioner as required under Labor Code

section 1771.4.

13.10 APPRENTICES

13.10.1 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 at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in § 3077 of the Labor Code, who are in training under apprenticeship standards and 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.

13.10.2 APPRENTICE LABOR POOL

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeyman, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1 to 5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractor involve less than

Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 Apprenticeable Craft or Trade. "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 Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

13.10.5 RATIO EXEMPTION

When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13.10.6 APPRENTICE FUND

A Contractor to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Project, to which fund or funds other contractors in the area of the site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code § 227.

13.10.7 PRIME CONTRACTOR COMPLIANCE

The responsibility of compliance with paragraph 13.10 and § 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor.

13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE

All decisions of the joint apprenticeship committee under this paragraph 13.10 and Labor Code § 1777.5 are subject to Labor Code § 3081.

13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code § 3077.

13.10.10 VIOLATION OF LABOR CODE

Contractor acknowledges that violations of this section 13.10 and Labor Code section 1777.5 are governed by Labor Code section 1777.7, which provides, among other things, for the imposition of a civil penalty of not more than \$100 for each full calendar day of noncompliance.

13.11 [OMITTED]

13.12 ASSIGNMENT OF ANTITRUST CLAIMS

13.12.1 APPLICATION

Pursuant to Public Contract Code Section 7103.5, 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 Owner 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 Owner 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 Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.12.2 ASSIGNMENT OF CLAIM

Upon demand in writing by the assignor, the Owner 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 Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.13 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 Owner, 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.

13.14 FAIR EMPLOYMENT PRACTICES

Contractor agrees that, at all times during the Project, Contractor shall comply with all state, local, and federal laws relating to non-discrimination. These laws include, but are not limited to, the Fair Employment and Housing Act (Cal. Govt. Code, Section 12900, et seq.), the regulations promulgated thereunder (Cal. Code Regs., Tit. 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Tit. 2 of the Government Code (Cal. Govt. Code, Sections 11135-11139.5), and any regulations or standards adopted by the District to implement such article.

Contractor will not unlawfully discriminate against, or deny the Contract's benefits to, any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status..

The Contractor shall substantially include the provisions of this Fair Employment Practices Section in every first tier subcontract and require each Subcontractor to bind each Sub-subcontractor with whom a contract exists to such provisions, so that such provisions will be binding upon every subcontractor of every tier who performs any of the Work required by this Contract.

13.15 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services, and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to persons with disabilities. Contractor agrees not to discriminate against persons with disabilities in the provision of services, products, benefits, or activities provided in this Agreement, and further agrees that any violation of this prohibition on the part of the Contractor shall constitute a material breach of this Agreement.

13.16 ATTORNEYS' FEES

In any legal action arising out of the Project or the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees.

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:

1. issuance of an order of a court or other public authority having jurisdiction;
2. an act of government, such as a declaration of national emergency, making material unavailable;
3. if repeated suspensions, delays, or interruptions by the Owner as described in paragraph 14.3 constitute in the aggregate more than 100 percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less; or
4. the Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence of financing or funding as required by paragraph 2.2.1.

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 Owner, terminate the Contract and recover from the Owner 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.

14.1.3 NOTICE OF TERMINATION - OWNER FAULT

If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the Contractor, Subcontractor, Sub-Subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon written notice of seven (7) additional days to the Owner, terminate the Contract and recover from the Owner as provided in paragraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate the Contract if the Contractor:

- A. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- B. fails to make payment to Subcontractors for materials or labor in accordance with Business and Professions Code § 10262;
- C. persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
or
- D. 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 Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety:

- A. take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. accept assignment of subcontracts pursuant to paragraph 5.4; and
- C. complete the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 PAYMENTS WITHHELD

If the Owner 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.

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 Owner. The amount to be paid to the Contractor, or Owner, 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 OR SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 SUSPENSION BY OWNER

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 Adjustments. An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

- A. that performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- B. that an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 Adjustments for Fixed Cost. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.4 TERMINATION DUE TO DISCOVERY OF UNKNOWN OR CHANGED CONDITIONS

The Owner reserves the right to terminate this Contract should the Owner determine not to proceed because of the discovery of any condition described in Article 4.5.5 or Article 10.5. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.5 MUTUAL TERMINATION FOR CONVENIENCE

The Contractor and the Owner may mutually agree to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

END OF GENERAL CONDITIONS

Exhibit 1
OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1.1 INTRODUCTION

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

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

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

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

A. Participation in the OCIP

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

Definitions:

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

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

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

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

Ineligible: It is not the intent to insure (but is not limited to): consultants; suppliers; abatement and/or removal of hazardous materials; vendors; materials dealers; surveyors; consultants; guard services; non-construction janitorial services; and truckers, including trucking to the Project

where delivery is the only scope of work performed; contractors subbing out installation who are not performing labor on the project site; and contractors performing landscape maintenance (though landscape work itself is covered). Ineligible parties are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment **Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner and approved by the Program Administrator**

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

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

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

B. Project Site and Offsite Premises

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

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

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

1.2 PREQUALIFICATION & COST IDENTIFICATION

A. Contractor Pre-Qualification

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

1. **Shall have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years OR the current published year.**

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

FAILURE TO MEET THESE MINIMUM STANDARDS SHALL DISQUALIFY THE BIDDER.

B. Contractor Insurance Cost Identification

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

C. Change Order Pricing

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

1.3 OWNER-PROVIDED INSURANCE COVERAGES

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

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

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

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

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

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

Workers' Compensation:

- California Statutory Benefits

Employer's Liability:

- \$1,000,000 Bodily Injury each Accident

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

1. Deductible: None

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

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

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

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

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

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

1. Deductible: None

2. Conditional Warranties*:

- Subsidence:** It is expressly warranted that the Named Insured and all Contractors and Sub-Contractors comply with all recommendations contained in the geotechnical/environmental reports. Failure to comply will result in subsidence coverage being null and void and a full subsidence exclusion would be re-instated.
- EIFS Installation Agreement:** The following terms and conditions shall be satisfied:
 - All EIFS type of work will be monitored and video recorded to ensure product warranty remains intact and not invalidated through erroneous installation.
 - Details of who is providing the EIFS warranty will be provided on a per project basis
 - EIFS value is to be declared per project
 - EIFS purpose and use is to be declared per project

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

Aircraft, Auto or Watercraft	Nuclear
Asbestos	Personal and Advertising Bodily Injury
Certain Exclusions to Medical Payments Coverage	Pollution
Certain Exclusions to Personal and Advertising Injury Liability	Prior Continuous, or Progressively Deteriorating Injury or Damage
Certified Acts of Terrorism	Professional Liability
Contractual Liability (Limited Coverage Provided)	Recall of Products, Work Or Impaired Property
Employers Liability	Silica or Silica Mixed Dust
Employment Related Practices	Subsidence*
Expected or Intended Injury	Violation of Statutes Governing Collecting, Transmitting Information
Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"	Violation of Statutes Governing Email, Fax, Phone Calls
Fungi Or Bacteria	War
Lead	Workers Compensation and Similar Laws
Mobile Equipment	

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

4. Policy Term:

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

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

- \$15,000,000 Per Occurrence / \$25,000,000 Policy Aggregate
- Defense cost are outside of limits up to \$1M.

1. \$10,000 Deductible per Occurrence

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

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

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

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

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

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

Deductibles

- \$10,000 - \$50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
 - \$50,000 deductible for Water Damage to structural renovations.
 - \$100,000 deductible for Water damage to Large Span Buildings, (with unsupported roof greater than 200 feet); and Stadiums/Arenas (open air, fixed roof, and/or retractable roof).
1. Contractor/Subcontractors shall be responsible for the applicable deductible. The deductible shall apply to each occurrence and must be satisfied prior to payment of the loss. The deductible shall not be reimbursed by the OCIP Insurance Program or the District.
 2. Exclusions: The known exclusions for this coverage are set forth below:

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

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

3. Special Conditions: **All wood frame only projects are subject to Protective Safeguards as shown in A**
4. **EXHIBIT A.**
4. **Policy Term:** The policy term is the term of the project.
5. *All Contractors'/Subcontractors' shall be responsible for any loss or damage to their personal property. This would include, but is not limited to, tools, equipment, mobile construction equipment, or materials NOT intended to be a permanent part of the building, whether owned, borrowed, used, leased, or rented by any Contractor/Subcontractor. Any insurance purchased*

by the Contractors/Subcontractors, or self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

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

1.4 OCIP CERTIFICATES AND POLICIES

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

1.5 CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

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

- A. Contractor Eligibility**, see Section 1.1, **A** for definition.
- B. Contractor Registration & Enrollment**

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

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

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

Program Administrator will provide evidence of OCIP coverage to the Subcontractor, as noted in Section 1.4

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

C. Contractor/Subcontractor Compliance with Other Forms and Procedures

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

1. Project Site Monthly Payroll Report

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

Workers' Compensation Insurance Rating Bureau Requirements

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

2. Contractor's Completion Notice

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

3. Project Insurance Manual

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

Contractor/Subcontractor Compliance with all aspects of the OCIP

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

Failure to comply will be considered non-performance under the contract.

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

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

1.6 OCIP DISCLAIMER

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

1.7 REQUIRED CONTRACTOR/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES

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

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

Auto Liability Insurance Limits required:

All Contractors/Subcontractors*

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

***See Section 1.8 for additional insured language**

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

Workers' Compensation –Statutory Benefits - All States

Employer's Liability:

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

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

Eligible Contractors/Subcontractors

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

Ineligible Contractors / Subcontractors (Excluded)

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

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

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

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

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

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

\$1,000,000 per Claim/Aggregate

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

\$5,000,000 per Claim/Aggregate

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

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

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

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

Certificate Holder:

Insert District Name Eastside Union School District
c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

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

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

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

Insert District Name Eastside Union School District
c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

1.9 CONTRACTOR/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT

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

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

1.10 ASSIGNMENT OF RETURN PREMIUMS

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

1.11 WAIVER OF SUBROGATION AND OWNER INDEMNIFICATION

With respect to their work on the Project:

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

1.12 NO RELEASE

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

1.13 OWNER'S RIGHT TO AUDIT

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

1.14 DUTIES IN THE EVENT OF A LOSS

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

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

In the event of an accident, it shall be the responsibility of the employing and/or responsible Contractor/Subcontractor to see that injured workers or members of the public are provided

immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Keenan & Associates, hereinafter called "Program Administrator." This includes notification to the appropriate state authorities, if necessary.

1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

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

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

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

1.16 PROJECT SAFETY PROGRAM

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

A. Safety Orientation

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

B. Program Management

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

C. Mandatory 6' Fall Protection

1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
 - a. Steel erection
 - b. Roofing
 - c. Framing
 - d. Decking
 - e. Scaffold work
 - f. Work performed from ladders
2. The following exceptions apply only to framers and wood frame activities:
 - a. When installing or "rolling" the joists, Cal/OSHA fall protection requirements shall govern.
 - b. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6' from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses.
3. A safety monitor as means of fall protection is prohibited.

4. Ladder jacks and lean-to scaffolds are prohibited.
5. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
6. Methods of fall protection include but are not limited to the following:
 - a. Railings
 - b. Covers for Floor, Roof, and Wall Openings
 - c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - d. Controlled Access Zones
7. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
8. The minimum parapet height allowed for fall protection is 42 inches or greater.
9. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.
10. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
11. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
12. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.
13. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.

D. Site Safety

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

1. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
2. All Contractors/Subcontractors shall follow District procedures for dealing with the media.
3. 100% protective eyewear with side shield protection is required while in the construction environment, shop, or anytime eye hazards exist. Protective eyewear shall bear a legible and permanent "Z87" logo to indicate compliance with applicable ANSI/ASSE Standard.
4. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
5. Alcohol is prohibited on District property always.

6. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
7. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel and are allowed only “incidental” contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
8. All prime contractors must attend the site-specific pre-construction meeting.
9. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
10. All Contractors/Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
11. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
12. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

E. Crane Safety

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

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

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

G. Incident Investigation Requirements

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

and on-the-job training.

H. Return to Work:

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

G. Competing Safety Requirements:

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

H. Noncompliance and Unsafe Practices

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

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

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

other terms, conditions and exclusions of, the OCIP insurance policies. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor/Subcontractor of any responsibility, liability or obligation imposed by the contract, the contract documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, all indemnification obligations on the part of Contractor/Subcontractor.

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

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

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

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

Contractor/Subcontractor expressly acknowledges that the foregoing waiver of the provisions of Section 1542 was separately bargained for, and expressly agrees that the release provision shall be given full force and effect,

including, without limitation, as to unknown or unsuspected claims, demands, liabilities and causes of action, if any may exist or arise. This release provision shall survive the completion of the Work and the expiration or other termination of the Agreement.

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

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

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

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

1.19 Duty of Care

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

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

OCIP EXHIBIT A

PROTECTIVE SAFEGUARDS

APPLICABLE TO 'WOOD FRAME' PROJECTS ONLY:

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

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

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

OCIP EXHIBIT B

Project Insurance Manual



www.sewup.org

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

Project Insurance Manual

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

Program Administrator:

Keenan
Associates

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

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Preface

About This Manual

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

This Manual Does Not

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

1.0 Introduction

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

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

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

Note

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

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

1.1 Participation & Contractor Compliance

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

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

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

1.2 Subcontractor Eligibility

A. Eligible

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

B. Ineligible Contractor (Excluded)

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

1.3 Project Site and Offsite Premises

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

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

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

2.0 Information Directory

2.1 Program Administrator

Keenan & Associates - SEWUP Department

2355 Crenshaw Blvd., Suite 200

Torrance, CA 90501

Phone: 800.654.8102

Fax: 310.787.8838

Questions Regarding OCIP

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

2.2 Insurance Companies

Workers' Compensation

General Liability

Excess Liability

Liberty Mutual Insurance

Lloyds of London

Lloyds of London

AXIS

Colony Insurance Company

Ironshore

Builder's Risk
Contractor's Pollution Liability

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

See Section 6 For Claims Reporting Instructions and Procedures.

3.0 OCIP Coverages

Description of Owner Controlled Insurance Program (OCIP) Coverages

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

Workers' Compensation and Employers Liability

Commercial General & Excess Liability

Builder's Risk

Contractor's Pollution Liability

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

OCIP Disclaimer

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

3.1 Workers' Compensation and Employer's Liability Insurance

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

Coverage A – Workers' Compensation

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

Coverage B – Employers Liability

\$1,000,000 Bodily Injury each Accident

\$1,000,000 Bodily Injury by Disease – Policy Limit

\$1,000,000 Bodily Injury by Disease – Each Employee

Contractor Deductible: None

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

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

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

3.2 Commercial General Liability & Excess Liability Insurance

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

Primary Coverage: Total Limits for Bodily Injury and Property Damage

\$125,000,000 Each Occurrence

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

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

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

Policy Forms: "Occurrence" Form

Contractor Deductible: None

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

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

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

3.3 Builder's Risk Insurance

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

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

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

New Construction & Renovation

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

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

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

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

Note:

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

3.4 Contractor's Pollution Liability Insurance

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

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

Limits:

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

Deductible: \$10,000 Per Occurrence

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

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

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

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

3.5 OCIP Certificates

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

4.0 Contractor Required Insurance

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

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

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

4.1 Verification of Required Insurance Coverages

A. Enrolled Contractor/Subcontractors:

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

B. Ineligible (Excluded) Contractors/Subcontractors:

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

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

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

4.2 Contractor Maintained Insurance Coverage

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

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

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

Subcontractors

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

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

B. General Liability Insurance*

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

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

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

C. Automobile Liability Insurance**

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

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

D. Professional Liability Insurance**

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

E. Environmental and Asbestos Abatement Coverages**

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

F. Aircraft or Watercraft Liability Insurance**

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

4.3 Certificates of Insurance

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

Certificate Holder:

Insert District Name

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

4.4 Additional Insured Endorsements

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

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

Insert District Name

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

5.0 Contractor Responsibilities / Requirements

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

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

Responsibilities of Subcontractors:

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

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

5.1 Contractor Bids & Change Orders - Removing Insurance Costs

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

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

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

5.2 Program Compliance

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

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

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

OCIP Enrollment completed through Wrap Portal by the following deadline:

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

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

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

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

5.3 Confirmation of Enrollment & Evidence of OCIP Coverages

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

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

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

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

Note:

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

5.4 Payroll Reporting Compliance

Project Site Monthly Payroll Report Requirements

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

- If Monthly Payroll Report is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or Owner can withhold payment until the report is received.
- For those Enrolled Parties performing Work under multiple contracts, for each contract, a Monthly Payroll Report is required each month until contract is finalized.
- All reported project site monthly payroll reported from October through the end of September is submitted by Program Administrator to the OCIP Insurance Carrier for auditing.
- Subcontractor shall to keep and maintain accurate and classified records of their payroll for operations at the Project Site.
- A carrier audit may be performed using the reported payroll and other supporting documents. Contractor / Subcontractor agrees to cooperate with the OCIP insurance carrier(s) or their 3 party auditors by responding to and providing documents as requested in a timely manner.

Workers' Compensation Insurance Rating Bureau Requirements

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

5.5 Contract Completion / Closeout Compliance

A. Contractor's Completion Notice

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

6.0 Safety

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

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

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

6.1 Occupational Safety and Health Compliance

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

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

6.2 Safety Orientation

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

6.3 Program Management

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

6.4 Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as

minimize risk to the third-party persons and property. Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

- a. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
- b. All Subcontractors shall follow District procedures for dealing with the media.
- c. 100% protective eyewear with side shield protection is required while in the construction environment, shop, or anytime eye hazards exist. Protective eyewear shall bear a legible and permanent “Z87” logo to indicate compliance with applicable ANSI/ASSE Standard.
- d. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
- e. Alcohol is prohibited on District property at all times.
- f. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
- g. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel and are allowed only “incidental” contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
- h. All prime contractors must attend the site-specific pre-construction meeting.
- i. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
- j. All Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
- k. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
- l. All Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

6.5 Mandatory 6’ Fall Protection

- a. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
 - i. Steel erection
 - ii. Decking
 - iii. Roofing
 - iv. Framing
 - v. Scaffold work
 - vi. Work performed from ladders
- b. The following exceptions apply only to framers and wood frame activities:

- i. When installing or “rolling” the joists, Cal/OSHA fall protection requirements shall govern.
 - ii. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6’ from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses
- c. A safety monitor as means of fall protection is prohibited.
- d. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
- e. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
- f. Methods of fall protection include but are not limited to the following:
 - i. Railings
 - ii. Covers for Floor, Roof, and Wall Openings
 - iii. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - iv. Controlled Access Zones
- g. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
- h. The minimum parapet height allowed for fall protection is 42 inches or greater.
- i. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance in accordance with Cal/OSHA Construction Safety Orders.
- j. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
- k. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
- l. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.
- m. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.

6.6 Crane Safety

- a. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
- b. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents.

Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.

- c. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

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

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

6.8 Incident Investigation Requirements

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

6.9 Return to Work:

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

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

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

7.0 Claims Reporting

Accident/Claims Reporting Procedures - Overview

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

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

7.1 Workers' Compensation Claim Reporting & Procedures

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

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

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

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

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

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

Medical Provider Network (MPN)

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

Liberty Mutual Insurance MPN

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

MPN Regulations & Guidelines:

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

<https://lmi.co/LMnetworks>

State Required Workers' Compensation Forms

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

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

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

7.2 General Liability Claim Reporting

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

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

Note:

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

7.3 Builder's Risk Claim Reporting

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

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

Note:

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

7.3 Contractor's Pollution Liability Claim Reporting

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

- Arch Specialty Insurance - Telephonic Reporting - **1-877-265-5186**
- Program Administrator (SEWUP) – Email: SEWUP@keenana.com, Phone: (800) 654-8102 or Fax: (310) 787-8838

7.4 Automobile Claim Reporting

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

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

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

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

7.6 Investigation Assistance/Confirmation of Claim Receipt

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

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

8.0 Required Project Forms

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

8.1 First Report of Injury (5020)

District Name: _____

Project Name: _____

State of California EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS		PLEASE COMPLETE (TYPE, IF POSSIBLE). MAIL TWO COPIES TO:		OSHA CASE NO. <input type="checkbox"/> FATALITY	
Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers compensation benefits or payments of guilty of a felony.		NOTICE: California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious illness/injury or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health.			
EMPLOYER	1. FIRM NAME		1A. POLICY NUMBER		DO NOT USE THIS COLUMN
	2. MAILING ADDRESS (Number and Street, City, ZIP)		2A. PHONE NUMBER		Case No.
	3. LOCATION, IF DIFFERENT FROM MAILING ADDRESS (Number and Street, City, ZIP)		3A. LOCATION CODE		Ownership
	4. NATURE OF BUSINESS, e.g., painting contractor, wholesale grocer, sawmill, hotel, etc.		5. STATE UNEMPLOYMENT INSURANCE ACCT NUMBER		Industry
	6. TYPE OF EMPLOYER <input type="checkbox"/> PRIVATE <input type="checkbox"/> STATE <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> SCHOOL DIST. <input type="checkbox"/> OTHER GOV. - SPECIFY _____				Occupation
EMPLOYEE	7. EMPLOYEE NAME		8. SOCIAL SECURITY NUMBER		9. DATE OF BIRTH (mm dd yy)
	10. HOME ADDRESS (Number and Street, City, ZIP)		10A. PHONE NUMBER		Age
	11. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	12. OCCUPATION (Regular job title - NO initials, abbreviations or numbers)		13. DATE OF HIRE (mm dd yy)	Daily Hours
	14. EMPLOYEE USUALLY WORKS _____ hours per day _____ days per week _____ total wkly. hrs		14A. EMPLOYMENT STATUS (check applicable status at time of injury) regular full-time part time temp. seasonal		14B. Under what class code of your policy were wages assigned
	15. GROSS WAGES/SALARY \$ _____ PER _____		16. OTHER PAYMENTS NOT REPORTED AS WAGES/Salary (e.g., tips, meals, lodging, overtime, bonuses, etc.)? <input type="checkbox"/> YES \$ _____ PER _____ <input type="checkbox"/> NO		Weekly Hours
INJURY OR ILLNESS	17. DATE OF INJURY OR ONSET OF ILLNESS (mm dd yy)		18. TIME INJURY/ILLNESS OCCURRED A.M. P.M.		19. TIME EMPLOYEE BEGAN WORK A.M. P.M.
	20. IF EMPLOYEE DIED, DATE OF DEATH (mm dd yy)		21. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY <input type="checkbox"/> YES <input type="checkbox"/> NO		22. DATE LAST WORKED (mm dd yy)
	23. DATE EMPLOYEE WAS PROVIDED EMPLOYEE CLAIM FORM (mm dd yy)		24. IF STILL OFF-WORK CHECK THIS BOX <input type="checkbox"/>		25. PAID FULL WAGES FOR DAY OF INJURY OR LAST DAY WORKED <input type="checkbox"/> YES <input type="checkbox"/> NO
	26. SALARY BEING CONT'D? <input type="checkbox"/> YES <input type="checkbox"/> NO		27. DATE OF EMPLOYER'S KNOWLEDGE NOTICE OF INJURY/ILLNESS (mm dd yy)		28. DATE EMPLOYEE WAS PROVIDED EMPLOYEE CLAIM FORM (mm dd yy)
	29. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS, if available, e.g., second degree burns on right arm, tendonitis of left elbow, lead poisoning				
	30. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number and Street, City)		30A. COUNTY	30B. ON EMPLOYER'S PREMISES <input type="checkbox"/> YES <input type="checkbox"/> NO	
	31. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g. shipping department, machine shop.		32. OTHER WORKERS INJURED/ILL IN THIS EVENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		
	33. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., acetylene, welding torch, farm tractor, scaffold				
	34. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., welding seams of metal forms, loading boxes into truck				
	35. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS (e.g., worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld and burned right hand). USE SEPARATE SHEET IF NECESSARY				
36. NAME AND ADDRESS OF PHYSICIAN (Number and Street, City, ZIP)				36A. PHONE NUMBER	
37. IF HOSPITALIZED AS AN INPATIENT, NAME AND ADDRESS OF HOSPITAL (Number and Street, City, ZIP)				37A. PHONE NUMBER	
COMPLETED BY (type or print)		SIGNATURE		TITLE	DATE

8.2 Workers' Compensation Claim Form (DWC-1)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION OF WORKERS' COMPENSATION

WORKERS COMPENSATION CLAIM FORM (DWC 1)

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

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

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

Estado de California

Departamento de Relaciones Industriales

DIVISION DE COMPENSACIÓN AL TRABAJADOR

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

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

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

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

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

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

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

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

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

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

☐ Employer copy
Copia del Empleador

☐ Employee copy
Copia del Empleado

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

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

☐ Claims Administrator
Administrador de Reclamos

☐ Temporary Receipt/
Recibo del Empleado

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



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

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

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

School District

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

Contractor

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

Occurrence

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

Property

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

Injured Party

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

Witnesses

Damaged Party (1) Name & Address (If not insured):			Damaged Party (2) Name & Address (If not insured):		
Primary Phone:			Primary Phone:		
<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell			<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell		
Secondary Phone:			Secondary Phone:		
<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell			<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell		
Primary E-mail:			Primary E-mail:		
Secondary E-mail:			Secondary E-mail:		

Remarks

Reported By:		Reported To:	

9.0 Frequency Asked Questions (FAQs)

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

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

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

2. Who is managing the Owner Controlled Insurance Program?

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

3. Is Project Site Defined?

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

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

The Owner has agreed to procure the following insurance:

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

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

No. Contractors and Subcontractors must maintain this coverage.

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

Yes. Examples are:

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

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

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

- a. Workers' Compensation
- b. General Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Workers' Compensation and Employers' Liability Insurance Questions

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

Liberty Mutual Insurance Company.

2. What is the coverage term?

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

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

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

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

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

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

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

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

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

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

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

10.0 Known Policy Exclusions

Workers Compensation

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

General Liability

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

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

Builders Risk

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

War and Military Action

Contractors Pollution Liability

Auto, Aircraft, Vessel Or Rolling Stock

Claims Between Certain Insured's

Contractual Liability

Damage To Property

Disposal Sites

Employment Related Practices

Fines, Penalties, and Treble Damages

Hazardous Materials Facility

Intentional Acts

Nuclear

Other Entities

Pre-Existing Conditions

Products

Related Entities and Individuals

Transportation Of Pollutants

War

Workers Compensation and Similar Laws



SEWUP Master Builder's Risk Insurance Application

(A Site Plan, Cost Breakdown, Construction Schedule and Signature are required with your application)

SECTION 1 - GENERAL APPLICANT / PROJECT INFORMATION

Applicant /Owner (District): _____ Date: _____
Address, City, State, Zip: _____
Contact Person: _____ E-mail: _____
Phone #: _____ Fax #: _____
Project Name: _____
Policy Term: Project Start Date: _____ End Date: _____ LEED Certification (if applicable): ☐ Silver ☐ Gold ☐ Platinum

SECTION 2 - ARCHITECT INFORMATION

Architect: _____ Website: _____
Address, City, State, Zip: _____
Contact Person: _____ E-mail: _____
Phone #: _____ Fax #: _____

Please provide a copy of Architect's certificate of insurance evidencing Professional Liability coverage with no less than \$1M in limits.

SECTION 3 - COVERAGE REQUIREMENTS

A. LIMIT OF INSURANCE

\$ _____ **Project site Construction Value.** (Hard costs only: labor, materials, bonds, permits, general conditions, overhead and profit, temporary structures, on-site trailers and hook-ups, change order contingencies) **batement and *hazardous materials is excluded under the OCIP and should not be included in cost.*
\$ _____ **Optional Construction Manager's Contract Value / CM Fees.** CM fees are considered hard costs under the Master Builder's Risk Policy and can be included in the total damages paid in the event of a covered loss, provided that the value is included in the limit of insurance.
\$ _____ **Optional Construction Managers costs for on-site trailers and hook-ups.** CM trailers and hook-ups are considered covered property under the Master Builder's Risk Policy and can be included in the total damages paid in the event of a covered loss, provided that their value is included in the limit of insurance.

B. OPTIONAL COVERAGE'S & SUPPLEMENTAL INSURANCE ☐ Yes ☐ No (PLEASE CHECK SELECTED OPTIONS BELOW AND PROVIDE \$ VALUE)

<input type="checkbox"/> EARTHQUAKE	\$ _____	<input type="checkbox"/> INCREASED LIMIT FOR MATERIALS IN TRANSIT (policy includes sublimit up to \$2,500,000)	\$ _____
<input type="checkbox"/> FLOOD	\$ _____	<input type="checkbox"/> INCREASED LIMIT FOR OFF SITE STORAGE (policy includes sublimit up to \$2,500,000)	\$ _____
<input type="checkbox"/> CERTIFIED ACTS OF TERRORISM		<input type="checkbox"/> EXISTING BUILDINGS (for Rehab only)	\$ _____
OTHER: _____			\$ _____

☐ **DELAY IN OPENING / SOFT COSTS** (10% of the project value will automatically be quoted, unless a dollar value is provided)
In the event of direct physical loss of or damage to Covered Property, the Company shall indemnify the Named Insured for scheduled Loss of RENTAL INCOME*, Loss of GROSS EARNINGS*, ADDITIONAL INTEREST/FINANCING EXPENSES*, and/or SOFT COSTS/ADDITIONAL EXPENSES* arising out of the resulting DELAY* in completion of the project described in the Project Certificate on an actual loss sustained basis. \$ _____

☐ **BETTER GREEN COVERAGE** Addresses specific needs of green building projects such as payment of expenses and recertification fees in accordance with green certification standards. \$ _____

C. SEWUP EXCESS LIABILITY COVERAGE OPTION

☐ Yes ☐ No (if yes, provide requested limit) \$ _____

THE DISTRICT HAS REVIEWED AND SELECTED ALL THE DESIRED COVERAGE OPTIONS (DISTRICT UNDERSTANDS THAT COVERAGE IS NOT AUTOMATIC AND FINAL INSURANCE PROPOSAL MUST BE REVIEWED AND SIGNED OFF BY AUTHORIZED DISTRICT OFFICER.

Insured's Signature: _____ Date: _____

Insured's Title: _____

SECTION 4 - PROJECT INFORMATION

Project Location (if multiple locations, provide address for each site): _____

Site Contact: _____ Phone: _____ Email: _____

Brief Description of Scope of Work (if more than one location, provide scope at each site; attach a separate sheet if necessary):

Type of Project: ☐ New Construction ☐ New Construction & Modernization ☐ Modernization ☐ Modular/Portables ☐ Site Work

If Renovation/Modernization, check any that apply: ☐ Structural Renovation ☐ Seismic Upgrades/Renovations

Is project on filled land? ☐ Yes ☐ No If Yes, are pilings used? ☐ Yes ☐ No

Is the project within 50 feet of a rail line? ☐ Yes ☐ No Does project abut a major body of water? ☐ Yes ☐ No

Does scope of operations include Demolition? ☐ Yes ☐ No Abatement of hazardous materials? ☐ Yes ☐ No

Will a wrecking ball be used? ☐ Yes ☐ No Will explosive or blasting be used? ☐ Yes ☐ No

Will off-site work (excluding work at the plant or shop) not adjacent to the project site be performed? ☐ Yes ☐ No

If yes, please describe: _____

SECTION 5 - CONSTRUCTION DELIVERY INFORMATION

☐ Design Bid Build (Multi-Prime) ☐ Design Bid Build (GC) ☐ Lease-lease-back ☐ Design Build

Does the Project have a Construction / Program Manager: ☐ YES ☐ NO (if yes, please provide contact information below)

Construction / Program Manager Name: _____

Contact: _____ Phone: _____ Fax: _____ Email: _____

General Contractor Name: _____

Address, City, State, Zip: _____

Contractor License #: _____ Website: _____

Contact: _____ Phone: _____ Fax: _____ Email: _____

Any Builder's Risk losses in Past 3 years?* ☐ Yes ☐ No *If yes, please provide claim details on a separate sheet

Has Contractor engaged in this type of project before? ** ☐ Yes ☐ No ** Please attach a list of the past five Construction Projects

How many years in business? _____

SECTION 6 - NEW CONSTRUCTION INFORMATION

A. ALTERNATIVE ENERGY FEATURES: ☐ Solar, Photovoltaic (PV) ☐ Geothermal Energy
☐ Solar, Thermal Energy (STE) ☐ Green Roof
☐ Wind Energy ☐ Other: _____

B. BREAKDOWN OF BUILDINGS AND/OR SITE WORK FOR THIS PROJECT.

Complete this section for each building and or exterior site work. Modular/ Portables, lunch shelters, stadiums, pools, etc... Please provide information for each building modernized in the scope of work. Complete this section for modular/portables, lunch shelters, stadiums, pools, etc. Attach a separate sheet, if necessary.

Building Name and / or Exterior site work Description***	\$ Value or % of work.	Sq. Ft.	# of Stories	# of Floors Below Ground	Distance Between Bldgs.	Constructions Class (see choices below)**

**Construction Classes: 1. Wood Frame 2. Joisted Masonry 3. Non Combustible 4. Masonry Non Combustible 5. Fire Resistive

***exterior /site work includes landscaping, track & field, paving walkways, roadwork, parking lots, utilities, etc.

C. TYPE OF CONSTRUCTION (PLEASE CHECK ALL BOXES THAT APPLY)**Exterior Wall Covering**

- ☐ Brick
☐ Tilt Up Concrete
☐ Wood Siding
☐ Masonry Veneer/Stucco
☐ Metal Panels
☐ CMU
☐ Exterior Insulated Finishing System (EIFS). Special conditions shown in attached Agreement must be reviewed and signed

Roof Composition

- ☐ Metal Deck
☐ Metal Trusses
☐ Concrete Deck
☐ Wood Deck
☐ Wood Trusses
☐ Other

Floor Composition

- ☐ Metal
☐ Concrete
☐ Wood
☐ Other

Structural (Frame)

- ☐ Concrete
☐ Metal Stud
☐ Wood Frame
☐ Steel Frame
☐ Fireproofed Steel
☐ Other

Foundation Materials

- ☐ Concrete Slab
☐ Wood Frame
☐ Reinforced Concrete
☐ Other

Fire Rating: ☐ Type I ☐ Type II ☐ Type III ☐ Type IV ☐ Type V ☐ 1 Hour ☐ 2 Hour
☐ Other

Will permanent coverage be placed on each building as it completes (Owner to accept work as each building completes) ☐ Yes ☐ No

SECTION 7 - RENOVATION/MODERNIZATION INFORMATION ONLY**A. ALTERNATIVE ENERGY FEATURES:**

- ☐ Solar, Photovoltaic (PV) ☐ Geothermal Energy
☐ Solar, Thermal Energy (STE) ☐ Green Roof
☐ Wind Energy ☐ Other: _____

B. BREAKDOWN OF BUILDINGS AND/OR SITE WORK FOR THIS PROJECT.

Complete this section for building renovation and exterior site work renovation, modular/ Portables, lunch shelters, stadiums, pools, etc... Please provide information for each building modernized in the scope of work. Complete this section for modular/portables, lunch shelters, stadiums, pools, etc. Attach a separate sheet, if necessary.

Building Name and / or Exterior site work Description***	\$ Value or % of work.	Sq. Ft.	# of Stories	# of Floors Below Ground	Distance Between Bldgs.	Constructions Class (see choices below)**

****Construction Classes:** 1. Wood Frame 2. Joisted Masonry 3. Masonry Non Combustible 4. Non Combustible 5. Fire Resistive

*****exterior /site work includes landscaping, track & field, paving walkways, roadwork, parking lots, utilities, etc.**

C. TYPE OF CONSTRUCTION (PLEASE CHECK ALL BOXES THAT APPLY)**Exterior Wall Covering**

- ☐ Brick
☐ Tilt Up Concrete
☐ Wood Siding
☐ Masonry Veneer/Stucco
☐ Metal Panels
☐ CMU
☐ Exterior Insulated Finishing System (EIFS). Special conditions shown in attached Agreement must be reviewed and signed

Roof Composition

- ☐ Metal Deck
☐ Metal Trusses
☐ Concrete Deck
☐ Wood Deck
☐ Wood Trusses
☐ Other

Floor Composition

- ☐ Metal
☐ Concrete
☐ Wood
☐ Other

Structural (Frame)

- ☐ Concrete
☐ Metal Stud
☐ Wood Frame
☐ Steel Frame
☐ Fireproofed Steel
☐ Other

Foundation Materials

- ☐ Concrete Slab
☐ Wood Frame
☐ Reinforced Concrete
☐ Other

Fire Rating: ☐ Type I ☐ Type II ☐ Type III ☐ Type IV ☐ Type V ☐ 1 Hour ☐ 2 Hour
☐ Other

Will permanent coverage be placed on each building as it completes (Owner to accept work as each building completes): ☐ Yes ☐ No

D. RENOVATION/MODERNIZATION SPECIFICS:

Do the buildings have historical designation? ☐ Yes ☐ No Year structure was built? _____

Will you be doing a COMPLETE REPLACEMENT of: Electrical systems ☐ Yes ☐ No Plumbing systems ☐ Yes ☐ No

Will the following be ACTIVE during renovation: Fire & Smoke Alarms ☐ Yes ☐ No Active Fire Sprinklers ☐ Yes ☐ No

Will there be active burglar alarms during renovations? ☐ Yes ☐ No

Is the general condition of the surrounding areas good? ☐ Yes ☐ No

Will the building(s) be occupied during renovation? ☐ Yes ☐ No

If yes, what precautionary measures will you take? _____

To determine if structural renovation, please answer the following:

Will the project consist of:

Replacing roof decking? ☐ Yes ☐ No

Moving, removing or cutting into load bearing walls? ☐ Yes ☐ No

Foundation work/underpinning/removal or additions of footings? ☐ Yes ☐ No

Installing new stairwells or elevator shafts in existing buildings? ☐ Yes ☐ No

Constructing additional stories on top of existing buildings? ☐ Yes ☐ No

Restoring buildings damaged by fire, windstorm, or collapse? ☐ Yes ☐ No

SECTION 8 - PROTECTION & SITE SAFETY INFORMATION

Distance to Fire Department: _____ ☐ Paid ☐ Volunteer Distance to Fire Hydrant: _____

of Working Fire Hydrants: _____ Extinguishers on site? ☐ Yes ☐ No # of Fire Extinguishers: _____

Will temporary heating be used? ☐ Yes ☐ No If yes, describe type of heating: _____

Will a security guard/watchman be on premises during non-working hours? ☐ Yes ☐ No 24/7 ☐ Yes ☐ No

Will the project site be: Fenced? ☐ Yes ☐ No Locked? ☐ Yes ☐ No Lighted? ☐ Yes ☐ No

Who is responsible for site safety? _____

Traffic Control Required? ☐ Yes ☐ No Traffic Engineering Plan? ☐ Yes ☐ No Traffic Control / Set-Up? ☐ Yes ☐ No

If yes, please explain: _____

Please confirm that you have:

- ☐ **ANSWERED ALL QUESTIONS** ***Note: Additional information may be requested in order to determine accurate rating. ***
☐ **PROVIDED A SITE /PLOT PLAN**
☐ **PROVIDED CONSTRUCTION SCHEDULE AND CONSTRUCTION COST BREAKDOWN**

IMPORTANT NOTICE DECLARATION

I DECLARE THAT THE STATEMENTS MADE IN THIS APPLICATION ARE COMPLETE AND TRUE.

Any person who, with the intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud and subject to fines and/or imprisonment. I understand that any intentional concealment or misrepresentation of a material fact concerning this Insurance or the subject thereof may void any policy issued.

Insured's Signature: _____

Date: _____

Insured's Title: _____



Exterior Insulation and Finishing Systems (EIFS) Agreement

The undersigned acknowledges that all or a portion of the construction project for which this application for insurance is made will include an Exterior Insulation and Finishing System (EIFS).

Furthermore, the undersigned, by their signature, agrees that as a material condition to receiving valid and collectable insurance in the event of a loss, suit or claim involving said EIFS installation, that the following terms and conditions will be satisfied:

- All EIFS type of work will be monitored and video recorded to ensure product warranty remains intact and not invalidated through erroneous installation.
- Details of who is providing the EIFS warranty will be provided on a per project basis
- EIFS value is to be declared per project
- EIFS purpose and use is to be declared per project

INSURED'S SIGNATURE

DATE

PRINT NAME

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTALS

- A. Contractor shall submit written statement of responsibility per CBC 1706A.1

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Eastside Academy playground.
 - 1. Project Location: 45006 30th St. E., Lancaster, CA
- B. Owner: Eastside Union School District
- C. Architect: 19six Architects.
- D. The Work consists of the following:
 - 1. A new playground facility for the Eastside Academy including a small park area, grass playfield, play structure on a rubber surface, hardcourt play area on existing parking lot, and new parking spaces.

2. The intent of these drawings and specifications is that the alteration, rehabilitation or reconstruction is to be in accordance with Title 24, California Code of Regulations. Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the contract documents wherein the finished work will not comply with Title 24, California Code of Regulations, a Construction Change Document detailing and specifying any required repair work shall be initiated by the Architect and approved by the Owner prior to proceeding with the repair work.

1.5 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- A. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.
- B. Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any work shown on one drawing shall be construed to be shown in all drawings, and the Contractor shall coordinate the Work and Drawings to conform to the intent and requirements of the Contract Documents.
- C. The Drawings are graphic in nature and are not specific to each and every existing condition and detail to be encountered during the roofing and window replacement. Any component, material or equipment necessary to complete a system but not specifically described or depicted in the Contract Documents, shall be included in the Work as if it were described or shown in the Contract Documents without an adjustment in the Contract Sum or Contract Time.

1.6 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.7 WORK PHASES

- A. The Work shall be conducted in multiple phases, and /or as determined by the Construction Manager.
- B. Project Schedule:
 1. Anticipated Construction Start Date – July 1, 2020
 2. Project completed by August 12, 2020.

1.8 USE OF PREMISES

- C. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

- D. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner (limited) occupancy of Project site and use by the public.
 - 2. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.9 OWNER'S OCCUPANCY REQUIREMENTS

- E. Full Owner Occupancy: Owner will have staff on-site, at various times, during the construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Coordinate with the Owner and perform the Work so as not to minimize with Owner's operations. Coordinate the closure of any existing exits, as required by the work.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
 - 3. Architect will prepare a Certificate of Substantial Completion for the full portion of the Work, prior to Final Payment and Owner acceptance.
 - 4. On acceptance, Owner will assume responsibility for maintenance.

1.10 WORK RESTRICTIONS

- F. On-Site Work Hours:
 - 1. Monday through Friday – 7:30 am to 5:00 pm, unless otherwise noted, and as specifically coordinate with and authorized by the Owner.
- G. Existing Utility Interruptions: Coordinate the interruption of utilities with Owners representative, and Architect prior to disconnecting and beginning work.
 - 1. Notify at least 24 hours in advance of proposed utility interruptions.

1.11 SPECIFICATION FORMATS AND CONVENTIONS

- H. Specification Format: The Specifications are organized into Divisions and Sections using the 49-division format and CSI's Master Format 2015 numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the

Specifications.

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

1.8 DEFERRED APPROVALS (Not Used)

1.9 POLLUTION CONTROL

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

1.10 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

1.11 MISCELLANEOUS PROVISIONS

- A. Noise and Dust Control: As specified in General Conditions.

1.12 LEAD-CONTAINING MATERIALS. (Not Used)

1.13 ADDITIONAL DSA REQUIREMENTS (Not Used)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect may issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, or Changes not affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the work, on AIA Document G710, "Architect's Supplemental Instructions" or an equivalent form acceptable to District and subject to DSA IR A-6 Construction Change Document Submittal and Approval Process (Title 24, Part 1, California Code of Regulations, Section 4-338) requirements for DSA Construction Change Document – Category B.

1.4 REQUESTS FOR PROPOSAL (RFP)

- A. Owner-Initiated Proposal Requests: Architect may issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

- b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- c. Include costs of labor and supervision directly attributable to the change.
- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.5 CONSTRUCTION CHANGE PROCESS - DSA

- A. Changes or alterations of the approved plans or specifications after a contract for the work has been let affecting the Structural, Access or Fire-Life Safety portions of the project shall be made only by means of Construction Change Documents submitted to and approved by DSA prior to commencement of the work shown thereon. Construction Change Documents shall comply with DSA IR A-6 Construction Change Document Submittal and Approval Process (Title 24, Part 1, California Code of Regulations, Section 4-338) requirements. Construction Change Documents shall be made using DSA form 141 and state the reason for the change and the scope of work to be accomplished, and, where necessary, shall be accompanied by supplementary drawings referenced in the text of the change order. All Construction Change Documents and supplementary drawings shall be stamped and signed by the architect or engineer in general responsible charge of observation of the work of construction of the project and by the architect or registered engineer delegated responsibility for observation of the portion of the work of construction affected by the change order, shall bear the approval of the school board and shall indicate the associated change in the project cost, if any. One copy of each Construction Change Document is required for the files of DSA.
- B. Construction Change Documents shall be signed by Architect of Record, Structural Engineer (when applicable), Delegated Professional Engineer (when applicable), and DSA.
- C. No changes shall be made to approved documents without DSA approval.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 1 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.
 - 3. No payment applications will be signed by the Architect prior to the Contractor submitting, and the Architect reviewing, a schedule of values.

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Submit draft of AIA Document G703 Continuation Sheets.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 1. Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
 7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
 9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

- B. Payment Application Times:
 - 1. The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. Schedule of Values.
 - 3. Contractor's Construction Schedule (preliminary if not final).
 - 4. Products list.
 - 5. Schedule of unit prices.
 - 6. Submittals Schedule (preliminary if not final).
 - 7. List of Contractor's staff assignments.
 - 8. List of Contractor's principal consultants.
 - 9. Copies of building permits.
 - 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 11. Initial progress report.
 - 12. Report of preconstruction conference.
 - 13. Certificates of insurance and insurance policies.
 - 14. Data needed to acquire Owner's insurance.
 - 15. Initial settlement survey and damage report if required.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Project meetings.
 - 2. Requests for Interpretation (RFIs).
- B. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 0 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
 - 9. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated..
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
 - 4. Frequency of Attendance by Architect: Limited by Architect/Owner Contract.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing, if any.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for RFIs.
 - g. Procedures for testing and inspecting.
 - h. Procedures for processing Applications for Payment.
 - i. Distribution of the Contract Documents.
 - j. Submittal procedures.
 - k. Preparation of Record Documents.
 - l. Use of the premises.
 - m. Work restrictions.
 - n. Owner's occupancy requirements.
 - o. Responsibility for temporary facilities and controls.
 - p. Construction waste management and recycling.
 - q. Parking availability.
 - r. Office, work, and storage areas.
 - s. Equipment deliveries and priorities.
 - t. First aid.
 - u. Security.
 - v. Progress cleaning.
 - w. Working hours.
 3. Minutes: Record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. The Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.

- o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.

- 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
3. Minutes: Record the meeting minutes.
 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.5 RFIs:

A. General:

1. Contractor may submit a RFI to the Architect seeking clarification or interpretation of the contract documents. If in the Contractor's opinion the nature of the RFI requires a discussion, rather than simply an answer, the Contractor shall call the Architect to have such a discussion. The results of that discussion as well as all other RFI's must be presented in writing on a form approved in advanced by the Architect along with any supporting information or data, as well as the Contractor's recommended resolution. An oral RFI or a RFI presented on an unapproved form, or without adequate supporting information and Contractor's recommended solution, will be attributed solely to the contractor. Architect's review of or responses to RFI's shall not constitute an approval, direction, or procedure related to the construction means, methods, techniques, sequences, or procedures of the Contractor.
2. Architect's review of or responses to RFI's shall not constitute an approval, direction, or procedure related to the construction site safety precautions, procedures, or methodology of the Contractor.
3. The use of a RFI is limited to clarification of the contract documents. Contractor will limit each RFI to a single issue. Information which is discernable from the contract documents; construction means and methods; product substitution submittals; product submittals; and construction site safety will not be addressed by the Architect in responding to a RFI.
4. Architect's response to a RFI is not a change order or directive authorizing an increase in construction cost or time.

B. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- C. Frivolous or Unnecessary RFIs: Cost of design professional's time will be billed or deducted from progress payment.
- D. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Name of Architect.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
 - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- E. Hard-Copy RFIs: Form at end of this Section.
 - 1. Identify each page of attachments with the RFI number and sequential page number.
- F. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow 21 days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
 - 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.

3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FORMS

- A. Electronic versions of attached forms will be provided upon request.
 1. RFI Form.
 2. RFI Log.

END OF SECTION

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RFI FORM

Project:		RFI No:	
Project No:			
To:		Date:	
From:			
Subject:			
Discipline:		Category	
Specification Section Title:			
Section Number:	Page:	Article/Paragraph:	
Sheet Number:		Detail:	
Question:			

Suggestion:

☐ Attachment:

Undersigned certifies:

- Both drawings and specification sections were thoroughly reviewed.
- Processing time for frivolous RFIs will be charged back to Contractors at A/E billable rates.

Desired Response Date:	(However, A/E still have specified days to respond.)
Cost Impact: \$	Schedule Impact: days
Drawing Impact:	Submitted by:
Signed:	Date:
Answer:	

Answered by:

Signed:	Date:			
<hr/>				
Copies:	<input type="checkbox"/> Owner	<input type="checkbox"/> Consultants	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> File			

1. A/E review of or responses to RFI's shall not constitute an approval, direction, or procedure related to the construction site safety precautions, procedures, or methodology of the Contractor.
2. The use of a RFI is limited to clarification of the contract documents. Contractor will limit each RFI to a single issue. Information that is discernable from the contract documents; construction means and methods; product substitution submittals; product submittals; and construction site safety will not be addressed by the A/E in responding to a RFI.
3. A/E response to a RFI is not a change order or directive authorizing an increase in construction cost or time.

End of RFI Form

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RFI LOG

Project:	Project Number:
Contractor:	Updated Date:

RFI Number	Submit Date	Subject of RFI	Response Date	Proposal Request No.

Submitted by: _____

Signed: _____ Date: _____

End of RFI Log

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SECTION 01 32 00

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
1. Contractor's Construction Schedule.
 2. Submittals Schedule.
 3. Three Week Look-Ahead Schedule.
 4. Daily construction reports.
- B. Related Sections include the following:
1. Division 0 Section "Payment Procedures" for submitting the Schedule of Values.
 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
 3. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
 4. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
 2. Specification Section number and title.
 3. Submittal category (action or informational).
 4. Name of subcontractor.
 5. Description of the Work covered.
 6. Scheduled date for Architect's final release or review.
- B. Contractor's Construction Schedule: Submit three opaque copies of schedule, large enough (minimum 11 x 17) to show entire schedule for entire construction period.
- C. Daily Construction Reports: Submit two copies at weekly intervals.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from parties involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

- A. Concurrent with the development of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the submittal schedule with the Contractor's construction schedule described above.
 - 1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
 - 2. The Architect will review the schedule and indicate which submittals may be deleted from the submission requirement. The deletion of the submittal requirement for an item does not release the Contractor from any requirements of the Construction Contract, General Conditions or Plans and Specifications.
- B. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
 - 1. Scheduled date for the first submittal.
 - 2. Related Section number.
 - 3. Submittal category.
 - 4. Name of subcontractor.
 - 5. Description of the part of the Work covered.
 - 6. Scheduled date for resubmittal.
 - 7. Scheduled date the Architect's final release or review.
- C. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
 - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 15 days after the issuance of the "Notice to Proceed". The Construction Schedule must be submitted and accepted prior to approval of first pay application.
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as identified in the "Schedule of Values".
 2. Within each time bar indicate estimated completion percentage in 10 percent increments. As work progresses, place a contrasting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet, or series of sheets, of stable reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Phasing: Provide notations on the schedule to show how the sequence of the Work is affected by requirements for phased completion to permit work by separate Contractors and partial occupancy by the Owner prior to Substantial Completion.
- C. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- E. Cost Correlation: At the head of the schedule, provide a two-item cost correlation line, indicating "pre-calculated" and "actual" costs. On the line show dollar-volume of work performed as of the dates used for preparation of payment requests.
1. Refer to Section "Payment Procedures" for cost reporting and payment procedures.

2.3 TWO WEEK LOOK-AHEAD SCHEDULE

- A. Prepare weekly (or as determined by scheduled meeting times), prior to Project meetings, a computer-generated 2-week look-ahead schedule (bar chart) which is consistent with the Contractor's schedule and depicts daily labor activities. The schedule will consist of the prior week, current week and the following 2 weeks.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following:
1. List of subcontractors at Project site.
 2. Approximate count of personnel at Project site.
 3. Equipment at Project site.
 4. Material deliveries.
 5. High and low temperatures and general weather conditions.
 6. Accidents.
 7. Meetings and significant decisions.
 8. Unusual events (refer to special reports).
 9. Stoppages, delays, shortages, and losses.
 10. Emergency procedures.
 11. Orders and requests of authorities having jurisdiction.
 12. Change Orders received and implemented.
 13. Construction Change Directives received and implemented.
 14. Services connected and disconnected.
 15. Equipment or system tests and startups.
 16. Partial Completions and occupancies.
 17. Substantial Completions authorized.

PART 3 - EXECUTION

PART 4 - CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with each meeting report.
 2. Include a report with updated schedule that indicates changes, including, but not limited to, changes in durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of reviewed schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

4.2 FORMS

- A. Electronic versions of attached forms will be provided upon request.
1. Submittals Schedule Form.

END OF SECTION

☐ Preliminary Submittal Schedule: Include submittals required during the first 60 days of construction.

☐ Complete Submittal Schedule: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

From:

Date:

[illegible]

CONSTRUCTION PROGRESS DOCUMENTATION

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Consult individual sections of specifications for specific submittals required under those sections and for further details and descriptions of requirements.
- C. Related Sections include the following:
 - 1. Division 0 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 1 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
 - 4. Division 0 Section "Closeout Procedures" for submitting warranties.
 - 5. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 6. Division 0 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 7. Other Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. Processing: All costs for printing, preparing, packaging, submitting, mailing, or delivering submittals for initial submittals and all costs for re-printing, re-drawing, re-drafting, re-

packaging, re-submitting, and re-mailing or re-delivering as required for all re-submittals shall be included in Contract Sum.

- B. Sequence: Transmit each submittal in sequence which will not result in Architect's approval having to be later modified or rescinded by reason of subsequent submittals which should have been processed earlier or concurrently for coordination.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Submittals Schedule: Due to construction schedule requirements, provide all Submittals within ten (10) days after issuance of Notice to Proceed (NTP). Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- E. Multiple Reviews: The Contractor shall also be responsible for all costs to Architect or Architect consultants for reviews requiring more than 2 reviews for same specification section.
- F. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Review: Allow 7 days for review of each submittal. Architect will request for more time if needed.
- G. Identification: Place a permanent label or title block on each submittal for identification.
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Each submittal number shall be unique as follows:
 - 1) Format shall be as follows:
 - a) Sequential Number - Revision Number - Project Specification Section Number (e.g., 1-1-09910). Do not use letters.
 - 2) Submittal number shall be sequential starting with 1 (e.g., 1-#-#####).

- 3) First submittal for each section shall have number 1 as the "revision" number. (e.g., #-1-#####)
- 4) Resubmittal for same specification section shall have same first digit as the original submittal and sequential second digit revision number (e.g., #-2-##### as in second submittal).
- 5) Sample submittal log would look like the following in the submittal number column: Note that 1-2-09910 is second submittal.

Submittal Number
1-1-099100
1-2-099100 (revised submittal: shown for clarity)
2-1-055000
3-1-077200

- i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- H. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- I. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
 2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- J. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use AIA Document G810.
- K. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "Approved" or "Furnish as Noted".
- L. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- M. Use for Construction: Use only final submittals with mark indicating approval by Architect.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - a. Circle items applicable.
 - b. Cross-out items not applicable.
 - c. Select item number if required.
 - 3. Submittal data must include complete documentation relating to all the specified features
 - 4. Include the following information, as applicable:
 - a. Manufacturer's Submittal Form with all the options selected when available.
 - b. Manufacturer's written recommendations.
 - c. Manufacturer's product specifications.
 - d. Manufacturer's installation instructions.
 - e. Standard color charts.
 - f. Manufacturer's catalog cuts.
 - g. Wiring diagrams showing factory-installed wiring.
 - h. Printed performance curves.
 - i. Operational range diagrams.
 - j. Mill reports.
 - k. Standard product operation and maintenance manuals.
 - l. Compliance with specified referenced standards.
 - m. Testing by recognized testing agency.
 - n. Application of testing agency labels and seals.
 - o. Notation of coordination requirements.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Number of Copies: Submit 6 copies of Product Data, unless otherwise indicated. Architect will return 2 copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Do not use words "by others." Use words which depict exactly who is responsible for the work.
 - c. Identification of products.
 - d. Fabrication and installation drawings.
 - e. Roughing-in and setting diagrams.
 - f. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.

- g. Shopwork manufacturing instructions.
 - h. Templates and patterns.
 - i. Schedules.
 - j. Design calculations.
 - k. Compliance with specified standards.
 - l. Notation of coordination requirements.
 - m. Notation of dimensions established by field measurement.
 - n. Relationship to adjoining construction clearly indicated.
 - o. Seal and signature of professional engineer if specified.
 - p. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 - 3. Number of Copies: Submit 4 sets of prints.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 - 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit 1 full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 - 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.
 4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
 - a. Mark up and retain one returned copy as a Project Record Document.
- F. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. Number of Copies: Submit 2 copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 1 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Management and Coordination."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure

- Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
 - F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
 - G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
 - H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
 - I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
 - J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
 - K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
 - L. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."
 - M. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
 - N. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

- O. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.
 - 2. Required substrate tolerances.
 - 3. Sequence of installation or erection.
 - 4. Required installation tolerances.
 - 5. Required adjustments.
 - 6. Recommendations for cleaning and protection.
- S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.
- T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.3 DEFERRED APPROVALS AND DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit 3 copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
 1. Coordinate the work; do not delegate responsibility for coordination to any subcontractor.
 2. Anticipate the interrelationship of all subcontractors and their relationship with the total work.
 3. Resolve differences or disputes between subcontractors and materials suppliers concerning coordination, interference, or extent of work between sections.
 4. Trade submittals with "By Others", "By General Contractor", or similar coordination and work scope are not allowed. Identify, acknowledge, and resolve scope of work prior to submittal by Contractor. No extras will be allowed. Provide complete and coordinated submittals.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- F. Architect's and Consultant's review shall neither be construed as complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission as specified.

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
 - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Other Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups:

1. 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.
2. Comprehensive, completely integrated mockups of separate trades showing interface conditions, transitions, and relationships between materials and finishes.

D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

H. Installer/Applicator/Erector: 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.

1. 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 tradespeople of the corresponding generic name.

I. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Description of test and inspection.
 - 3. Identification of applicable standards.
 - 4. Identification of test and inspection methods.
 - 5. Number of tests and inspections required.
 - 6. Time schedule or time span for tests and inspections.
 - 7. Entity responsible for performing tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- 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 licensed professional engineer who is legally qualified to practice in California and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. **Specialists:** Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. **Testing Agency Qualifications:** An DSA approved 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 where required by authorities having jurisdiction, that is acceptable to authorities.
 - 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.
- H. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer 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.
- I. **Mockups:** Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect 7 days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Manufacturer's Field Services: 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 Division 1 Section "Submittal Procedures."
- B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. 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. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- D. 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.
- E. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.
 - 1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 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 Architect.

4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.

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.

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes list of references.

1.3 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "AHJ": Agency having jurisdiction.
- C. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- D. "Compatible": When used for products, it shall comply with requirements including products recommended/ required by the manufacturer for warrantee acceptance.
- E. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- F. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- G. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- H. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

- I. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- J. "Owner": As defined in Division 1 section "Summary".
- K. "Provide": Furnish and install, complete and ready for the intended use.
- L. "Project Site": 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.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
 - 2. Copies of standards and applicable building codes (Title 24 Parts 1-6 and 9) shall be kept on-site during construction.
- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations.
- E. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized names.
- F. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized names.
- G. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized names.

1.5 QUALITY ASSURANCE

- A. Reference Standards: (Effective January 1, 2014)
 - 1. Part 1 - 2013 California Building Standards Administrative Code, Title 24 C.C.R.

2. Part 2 - 2013 California Building Code, Title 24 C.C.R. (2012 International Building Code of the International Code Council, with California Amendments).
3. Part 3 - 2013 California Electrical Code, Title 24 C.C.R. (2011 National Electrical Code of the National Fire Protection Association, NFPA).
4. Part 4 - 2013 California Mechanical Code, Title 24 C.C.R. (2012 Uniform Mechanical Code of the International Association of Plumbing and Mechanical Officials, IAPMO).
5. Part 5 - 2013 California Plumbing Code, Title 24 C.C.R. (2012 Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, IAPMO).
6. Part 6 - 2013 California Energy Code, Title 24 C.C.R.
7. Part 8 - 2013 California Historical Building Code, Title 24 C.C.R.
8. Part 9 - 2013 California Fire Code, Title 24 C.C.R. (2012 International Fire Code of the International Code Council).
9. Part 10 - 2013 California Existing Building Code, Title 24 C.C.R. (2012 International Existing Building Code of the International Code Council, with amendments).
10. Part 11 - 2013 California Green Building Standards Code (CALGreen Code), Title 24 C.C.R.
11. Part 12 - 2013 California Referenced Standards Code, Title 24 C.C.R.
12. NFPA 13 - Automatic Sprinkler Systems (California Amended), 2013 Edition.
13. NFPA 14 - Standpipe Systems (California Amended), 2013 Edition.
14. NFPA 17 - Dry Chemical Extinguishing Systems, 2013 Edition.
15. NFPA 17A - Wet Chemical Extinguishing Systems, 2013 Edition.
16. NFPA 20 - Stationary Pumps, 2013 Edition.
17. NFPA 24 - Private Fire Service Mains (California Amended), 2013 Edition.
18. NFPA 72 - National Fire Alarm and Signaling Code (California Amended) 2013 Edition (Note: See UL Standard 1971 for "Visual Devices").
19. NFPA 80 - Fire Door and Other Opening Protectives, 2013 Edition.
20. NFPA 253 - Critical Radiant Flux of Floor Covering Systems, 2006 Edition.
21. NFPA 2001 - Clean Agent Fire Extinguishing Systems (California Amended), 2012 Edition.
22. Americans with Disabilities Act (ADA), Title II or Title III.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for limitations on utility interruptions and other work restrictions.
 - 2. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 3. Division 1 Section "Execution Requirements" for progress cleaning requirements.
 - 4. Other Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS – NOT USED

1.4 USE CHARGES

- A. General: General: Cost or use charges for temporary facilities shall be included in the Contract Sum.
- B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Contractor to provide connections and extensions of services as required for construction operations. Coordination with Owner is required prior to connections.
- C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Contractor to provide connection and extensions of services as required for construction operations. Coordination with Owner is required prior to connections.
- D. Sanitary Facilities:

1. Pay sanitary service use charge for temporary toilets, wash facilities, and drinking water for use of construction personnel.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures. Minimum rated at Class 2A-10B:C.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. 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.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Install temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Do not hinder existing operations with vehicular traffic.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Use designated areas of Owner's existing parking, or otherwise park in areas as approved by Owner, for construction personnel.
- C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Division 1 Section "Summary."
- B. Tree and Plant Protection: Install temporary fencing where required, outside the drip line of trees to protect vegetation from damage from construction operations.
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior where required.

3.5 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.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with 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. Owner reserves right to take possession of Project identification signs.
 - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and product substitutions.
- B. Related Sections include the following:
 - 1. Division 1 Section "References" for applicable industry standards for products specified.
 - 2. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 3. Other Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Proposed products by manufacturers not listed in Manufacturers list.
- C. Basis-of-Design: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating "or equal" products of other named manufacturers.

- D. District Standard: Where a specific manufacturer's product is named and accompanied by the words "District Standard," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics pre-selected by the District.
 - 1. District seeks to match products currently in use on other campuses; No substitution allowed.

1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.
 - e. Supplier's name and address.
 - f. Installer's name and address.
 - g. Projected delivery date or time span of delivery period.
 - h. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Completed List: Submit 3 copies of completed product list within days specified in General Conditions. Include a written explanation for omissions of data and for variations from Contract requirements.
 - 4. Architect's Action: Architect will respond in writing to Contractor within 21 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit 4 copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form provided at end of Section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, environmental, and specific features and requirements indicated.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: Architect will notify Contractor of acceptance or rejection of proposed substitution within 7 days of receipt of request.
 - a. Form of Acceptance: Change Order.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Named Product and Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.
- D. District Standard Products Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Reference Standards: (Effective January 1, 2014)
1. Part 1 - 2013 California Building Standards Administrative Code, Title 24 C.C.R.
 2. Part 2 - 2013 California Building Code, Title 24 C.C.R. (2012 International Building Code of the International Code Council, with California Amendments).
 3. Part 3 - 2013 California Electrical Code, Title 24 C.C.R. (2011 National Electrical Code of the National Fire Protection Association, NFPA).
 4. Part 4 - 2013 California Mechanical Code, Title 24 C.C.R. (2012 Uniform Mechanical Code of the International Association of Plumbing and Mechanical Officials, IAPMO).
 5. Part 5 - 2013 California Plumbing Code, Title 24 C.C.R. (2012 Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, IAPMO).
 6. Part 6 - 2013 California Energy Code, Title 24 C.C.R.
 7. Part 8 - 2013 California Historical Building Code, Title 24 C.C.R.

8. Part 9 - 2013 California Fire Code, Title 24 C.C.R. (2012 International Fire Code of the International Code Council).
9. Part 10 - 2013 California Existing Building Code, Title 24 C.C.R. (2012 International Existing Building Code of the International Code Council, with amendments).
10. Part 11 - 2013 California Green Building Standards Code (CALGreen Code), Title 24 C.C.R.
11. Part 12 - 2013 California Referenced Standards Code, Title 24 C.C.R.
12. NFPA 13 - Automatic Sprinkler Systems (California Amended), 2013 Edition.
13. NFPA 14 - Standpipe Systems (California Amended), 2013 Edition.
14. NFPA 17 - Dry Chemical Extinguishing Systems, 2013 Edition.
15. NFPA 17A - Wet Chemical Extinguishing Systems, 2013 Edition.
16. NFPA 20 - Stationary Pumps, 2013 Edition.
17. NFPA 24 - Private Fire Service Mains (California Amended), 2013 Edition.
18. NFPA 72 - National Fire Alarm and Signaling Code (California Amended) 2013 Edition (Note: See UL Standard 1971 for "Visual Devices").
19. NFPA 80 - Fire Door and Other Opening Protectives, 2013 Edition.
20. NFPA 253 - Critical Radiant Flux of Floor Covering Systems, 2006 Edition.
21. NFPA 2001 - Clean Agent Fire Extinguishing Systems (California Amended), 2012 Edition.
22. Americans with Disabilities Act (ADA), Title II or Title III.

- B. Changes to the approved drawings and specifications shall be made by an addendum or a Construction Change Document.
- C. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 1. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
 3. Refer to other sections for specific content requirements and particular requirements for submitting special warranties.
- C. Warranty Period: Warranty period specified in each section are minimum requirements. Do not modify manufacturer's standard warranty period if the manufacturer's warranty has longer warranty period.
- D. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or an equal product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with "or equal".
6. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Product Substitutions" Article to obtain approval by Architect for use of an unnamed product.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include custom or premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes standard, custom, and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 10 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction and has paid any fees.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.
 - 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
 - 11. Furnish samples upon requested by Architect.
 - 12. Attached Request for Substitution Form shall used for substitution requests.

PART 3 - EXECUTION

3.1 FORMS

- A. Electronic versions of attached forms will be provided upon request.
 - 1. Product List Form.
 - 2. Similar Installation List Form.
 - 3. Substitution Request Form.

END OF SECTION

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SECTION 01 73 00

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field verification and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, gas, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations. Coordinate with existing building levels to maintain existing conditions.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, as required to maintain safe pedestrian access around the construction area. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Provide protection against weather, rain, wind, storms, frost and heat so as to maintain all work and materials free from injury or damage.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces, if caused by construction activities.

END OF SECTION

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- ~~B. Related Sections include the following:
 - 1. Divisions 2 through 26 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.~~

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Cutting, boring, sawcutting or drilling through the new or existing structural elements to be done only when so detailed in the drawings or accepted by the Architect and Structural Engineer with the approval of DSA Representative.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- C. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- D. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 4. Excavating and Backfilling: Comply with requirements in applicable spec sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Disposing of nonhazardous construction waste.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for environmental-protection measures during construction.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 75 percent by weight of total waste generated by the Work.

1.5 SUBMITTALS

- A. Waste Management Plan: Submit 3 copies of plan within 30 days of date established for the Notice to Proceed.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three copies of report. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- D. Qualification Data: For Waste Management Coordinator.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 2. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 3. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with Division 1 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 4. Store components off the ground and protect from the weather.
 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. IOR's Inspection procedures.
 - 2. Warranties.
 - 3. Extra Materials.
 - 4. Final cleaning.
 - 5. DSA project closeout and Final Certification of Construction.
 - 6. Title 24 Certificate of Acceptance requirements.
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
 - 3. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 5. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for the Work in those Sections.
 - 6. Division 23 sections for mechanical Title 24 Certificate of Acceptance requirements.
 - 7. Division 25 sections for electrical Title 24 Certificate of Acceptance requirements.

1.3 DEFINITIONS

- A. IOR: Inspector of Record.
- B. Inspection: IOR will inspect, not the Architect.

1.4 SUBMITTALS

- A. Submit a copy of Title 24 Certificate of Acceptance forms submitted to enforcement agency.

1.5 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting IOR's inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise Owner of changeover in heat and other utilities.
 - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 13. Complete final cleaning requirements, including touchup painting.
 - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. IOR's Inspection: Submit a written request for IOR's inspection for Substantial Completion. On receipt of request, Architect will either proceed with IOR's inspection process or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after IOR's inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.6 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final IOR's inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. IOR's Inspection: Submit a written request for final IOR's inspection process for acceptance. On receipt of request, Architect will either proceed with IOR's inspection process or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after IOR's inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use form attached.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.

1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date specified in General Conditions.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Include Table of Contents.
3. Identify content with specification section number and title.
4. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
5. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

1.9 EXTRA MATERIALS

- A. Deliver to Owner's facility manager extra materials specified in each section.
- B. Organize submitted materials in orderly sequence based on the table of contents of the Project Manual.
 1. Itemize each material and quantity in 8-1/2 by 11-inch paper.
- C. Label each items for easy identification.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting IOR's inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- d. Remove tools, construction equipment, machinery, and surplus material from Project site.
- e. Remove snow and ice to provide safe access to building.
- f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- h. Sweep concrete floors broom clean in unoccupied spaces.
- i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- k. Remove labels that are not permanent.
- l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- n. Replace parts subject to unusual operating conditions.
- o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
- p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
- q. Clean ducts, blowers, and coils if units were operated without filters during construction.
- r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- s. Leave Project clean and ready for occupancy.

3.2 DSA PROJECT CLOSEOUT AND FINAL CERTIFICATION OF CONSTRUCTIONS

- A. Verified Reports: Per Title 24 Part 1, Section 4-336.

- B. Final Certificate of Construction: Per Title 24 Part 1, Section 4-339.
- C. Duties of Contractor: Per Title 24 Part 1, Section 4-343

3.3 TITLE 24 CERTIFICATE OF ACCEPTANCE REQUIREMENTS

- A. Comply with the requirements of Division 22, 23, and 25.

3.4 FORMS

- A. Electronic versions of attached forms will be provided upon request.
 - 1. Punch-List Form.

END OF SECTION 01 77 00

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory.
 - 2. Emergency manuals.
 - 3. Operation manuals for systems, subsystems, and equipment.
 - 4. Maintenance manuals for the care and maintenance of products, materials, and finishes.
- B. Related Sections include the following:
 - 1. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
 - 2. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
 - 3. Other Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return 1 copy of draft and mark whether general scope and content of manual are acceptable.
- B. Final Submittal: Submit 1 copy of each manual in final form at least 15 days before final inspection. Architect will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Organization: Include a section in the directory for each of the following:
 1. List of documents.
 2. List of systems.
 3. List of equipment.
 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 1. Title page.
 2. Table of contents.
 3. Manual contents.
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 1. Subject matter included in manual.

2. Name and address of Project.
 3. Name and address of Owner.
 4. Date of submittal.
 5. Name, address, and telephone number of Contractor.
 6. Name and address of Architect.
 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.

3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions.
 2. Performance and design criteria if Contractor is delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.

9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
 1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
 - D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
 - E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 1. Product name and model number.
 2. Manufacturer's name.
 3. Color, pattern, and texture.
 4. Material and chemical composition.
 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 1. Inspection procedures.
 2. Types of cleaning agents to be used and methods of cleaning.
 3. List of cleaning agents and methods of cleaning detrimental to product.
 4. Schedule for routine cleaning and maintenance.
 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
 - 1. Standard printed maintenance instructions and bulletins.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training videotape, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original Project Record Documents as part of operation and maintenance manuals.
 - 2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."
- G. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. Related Sections include the following:
 - 1. Division 1 Section "Closeout Procedures" for general closeout procedures.
 - 2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Divisions 2 through 33 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit 1 set of marked-up Record Prints.
- B. Record Specifications: Submit 1 copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit 1 copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize Record Prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."

- d. Name of Architect.
- e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
 - 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
 - 4. Assembly in single binder with table of contents.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

3.2 FORMS

- A. Electronic versions of attached forms will be provided upon request.
 - 1. Record Product Data Form.

END OF SECTION 01 78 39

SECTION 02 30 00

SUBSURFACE INVESTIGATIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Section includes:
This section describes the subsurface conditions observed during the Geotechnical Investigation for this project. The Geotechnical Report is available for review upon written request from the Architect for the cost of printing.
- B. Related Work:
 - 1. Section 312000 Earthwork
 - 2. Geotechnical Investigation Report for Sunkist Elementary School Parking Lot Expansion prepared by Earth Systems, dated October 3, 2018

1.2 QUALITY ASSURANCE

- A. Prior to bidding, bidders may request their own subsurface investigations to satisfy themselves as to site and subsurface conditions

1.3 OBSERVED SUBSURFACE CONDITIONS

- A. Subsurface Conditions:
 - 1. See the Geotechnical Investigation Report for Sunkist Elementary School Parking Lot Expansion prepared by Earth Systems, dated October 3, 2018
- B. Actual Conditions:
 - 1. The subsurface information provided is based on soil borings and observations made during the Geotechnical Investigation and are not a guarantee of actual subsurface conditions. If any variations or undesirable conditions are encountered during construction, the contractor shall notify the Geotechnical Engineer and the Architect.
 - 2. Existing utilities and facilities shown are based on record drawings and surface observations. The contractor shall verify locations of existing utilities to protect, identify for relocation, or remove, as necessary for the performance of work to complete this project.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

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SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.1 Description

- A. Work included: Clear and grub the site.
- B. Related Work:
 - 1. Section 312000 Earth Moving.
 - 2. Geotechnical Investigation Report for the project.

1.2 Quality Assurance

- A. A Geotechnical Engineer will be retained by the Owner to observe performance of work in connection with Site Clearing, Grading, Excavation and Fill, Utility Trenching, Subgrade and Roadbed preparation, and perform compaction tests.
- B. Re-adjust work performed that does not meet technical or design requirements, but make no deviation from the contract documents.
- C. Use adequate numbers of skilled workers who are trained and experienced in the necessary crafts and who are familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART 2 - PRODUCTS

2.1 Materials

- A. Provide materials not specifically described but required for proper completion of the work of this Section, as selected by the Contractor subject to the approval of the Architect.
- B. Herbicide – Provide a dry, free-flowing, dust-free chemical compound, soluble in water, capable of inhibiting growth of vegetation, and approved for use on this work by governmental agencies having jurisdiction.

PART 3 - EXECUTION

3.1 Protection

- A. Protect existing utilities and use utility locators to identify below grade utilities.

- B. Protect trees and shrubs, where indicated to remain, by providing a fence around the tree or shrub a sufficient distance away and of sufficient height so trees and shrubs will not be damaged in any way as part of this work.
- C. Protection of persons and property:
 - 1. Barricade open depressions and holes occurring as part of this work, and post warning lights on property adjacent to or within public access.
 - 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by operations under this Section.
- D. Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.
- E. Maintain access to the site at all times.

3.2 Clearing

- A. Clearing and Grubbing
 - 1. Remove all surface rocks, debris, trash, tree stumps, roots, and other vegetation within the extent of construction. Do not remove vegetation in other areas.
 - 2. Fell trees, dispose of the trees and other vegetation designated for removal, together with the downed timber, snags, brush, wood, rocks, weeds grass and rubbish. Limbs, branches and roots damaged during construction, together with those required to be trimmed, shall be neatly cut next to the hole of the tree or main branch or root. Cuts more than 1" diameter thus made and any injury to the tree trunk or main branches shall be immediately painted with tree wound paint.
 - 3. Grub soils to a depth adequate to remove all deleterious material from the working area of the site.
 - 4. Do not leave any root greater than one inch in diameter and larger in the ground to a depth of at least 12" below the existing ground surface or subgrade or the new graded surface, whichever is lower.
- B. Removal of Debris: Remove debris from the site in a legal manner and leave the site in a neat and orderly condition subject to the approval of the Owner. Do not store or permit debris to accumulate on the job site.

3.4 Disposal

- A. General:
 - 1. Remove brush, grass, roots, trash, and other material from clearing operations.
 - 2. Dispose of away from the site in a legal manner.
 - 3. Do not store or permit debris to accumulate on the job site.
- B. Do not burn debris at the site.

3.5 Dust Control

- A. Use chemical palliative or spread water as required to maintain strict control of dust generated by operation of work under this Section.

3.6 Clean-Up

- A. Maintain cleanliness on roadways and other public area used by equipment. Contractor will be held responsible for immediate removal of spillage. Remove from the Project Site rubbish, rubble, and debris and materials and debris resulting from demolition, leaving site in a safe and clean condition.

END OF SECTION

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SECTION 31 20 00

EARTH MOVING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section includes, but is not necessarily limited to, work necessary or incidental to excavating, grading, filling, and backfilling
- B. Geotechnical Investigation Report:
 - 1. A Geotechnical Investigation Report for the site of this work has been prepared
 - 2. The Geotechnical Investigation Report may be inspected at the office of the Owner, and copies may be obtained at the cost of reproduction and handling upon request.
 - 3. The recommendations of the Geotechnical Investigation Report are considered a part of the construction documents.
- C. Use of Data:
 - 1. Reports are available for bidders' information, but are not a warranty of subsurface conditions.
 - 2. The grading recommendations portion of the report have been incorporated into these specifications and are a part of the contract documents.
- D. Related Work:
 - 1. Section 312010 Grading.
 - 2. Section 311000 Site Clearing.
 - 3. The Geotechnical Investigation Report prepared for this project.

1.2 PROJECT / SITE CONDITIONS

- A. General
 - 1. Control dust on or near the site resulting from the performance of the work. Moisten surfaces to prevent dust being a nuisance to the public, adjacent uses, and concurrent work on site.
 - 2. Verify existing grades and dimensions before starting any grading operations.
 - 3. Protect existing features, products, or items designated to remain. In the event of damage, repair or replace immediately to the approval of and at no additional cost to the Owner.
 - 4. All existing benchmarks shall be protected and maintained throughout the course of the work. Monuments or stakes disturbed or destroyed during the course of the work shall be re-established without expense to the Owner.
 - 5. Work shall be conducted as to avoid injury to persons and damage to adjacent property. This includes, but is not necessarily limited to:
 - a) Provide appropriate shoring, bracing, and barriers

- b) Barricade open depressions and holes occurring as part of this work, and post warning lights on property adjacent to or within public access.
 - c) Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 - d) Protect structures, utilities, sidewalks, pavements and other facilities from damage caused by settlement, lateral movement, undermining washout and other hazards created by operations under this Section.
6. An effort has been made to define the location of underground facilities within the job site. However, existing utilities and other underground structures may not be shown on the drawings and their location where shown is approximate. Contractor shall assume sole and complete responsibility for locating all underground utilities and related facilities and for protection of same during the course of the construction. Contact Underground Service Alert U.S.A. of Southern California (800) 642-2444 two working days prior to the start of construction for assistance from the respective utilities. All utilities not a member of U.S.A. must also be notified.
7. Hauling permits required by the local jurisdiction must be obtained and paid for under this contract. Off-site, all local codes and ordinances must be followed.
8. Maintain access to the site at all times.
9. Erosion control: If the permanent erosion control has not been established before the onset of the rainy season (October 15th) or if the construction occurs during the period between October 15th and April 15th, then erosion control devices shall be provided and available on-site. The contractor is responsible for the placement of such devices, at no cost to the Owner.
10. The contractor is responsible for the cost and acquisition of any necessary storm water permits through the Regional Water Quality Control Board and installation and compliance with the permit.

1.3 QUALITY ASSURANCE

A. Testing:

- 1. The Owner will retain and pay a qualified Geotechnical Engineer to observe performance of work in connection with Site Clearing, Excavation and Fill, Utility Trenching, Subgrade and Roadbed preparation and to perform compaction tests. The Geotechnical Engineer shall take all field samples and do all laboratory testing necessary to insure compliance of the work to these Specifications or as required by Architect or other regulatory agencies. The Geotechnical engineer shall submit results of all testing done during the course of the work to the Owner, Engineer, and Contractor.
- 2. Notify testing lab a minimum of 48 hours in advance of testing required to satisfy requirements of this section.
- 3. Should testing specified above show work which does not satisfy these Specifications, the Contractor shall pay, through the Owner, for all additional tests required to determine the extent of work that is not satisfactory and for all additional tests necessary to demonstrate compliance with these specifications.

- B. Certification Upon Completion of the Work: Contractor shall certify in writing to the Owner and the Engineer that all earthwork was performed in accordance with this specification and as shown on drawings.

1.5 REFERENCES

- A. General
 - 1. In addition to complying with all current, applicable codes and regulations, including Chapter 33 of the 2013 California Building Code, Title 24, Part 2, comply with applicable sections of:
 - a. The geotechnical recommendation of the Geotechnical Investigation Report for this project.
 - 2. All of the above specifications shall be consulted. The most restrictive specification shall apply.

PART 2 - PRODUCTS

2.1 FILL MATERIAL FOR SUB-GRADE PREPARATION

- A. Materials suitable for recompaction free of deleterious and organic material
- B. Site soils may be used if suitable

PART 3 - EXECUTION

3.1 SITE CLEARING

- A. Refer to Section 311000 Site Clearing.

END OF SECTION

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SECTION 32 00 10

FIELD ENGINEERING

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1. Establishing and maintaining lines and levels;

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are trained and experienced in the necessary crafts and who are familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Division 1.
- B. Upon request of the Architect, submit:
 - 1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.
 - 2. Documentation verifying accuracy of field engineering work.
 - 3. Certification, signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.

1.4 PROCEDURES

- A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities:
 - 1. Locate and protect control points before starting work on the site.
 - 2. Preserve permanent reference points during progress of the Work.
 - 3. Do not change or relocate reference points or items of the Work without specific approval from the Architect.
 - 4. Promptly advise the Architect when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.
 - a. Upon direction of the Architect, require the field engineer to replace reference stakes or markers.
 - b. Locate such replacements according to the original survey control.

END OF SECTION

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SECTION 32 12 14

SUBGRADE

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section includes, but is not necessarily limited to the work necessary for the preparation of the subgrade.

1.2 RELATED WORK DESCRIBED ELSEWHERE

- A. All underground work contemplated in the area of the subgrade shall be completed and properly backfilled before subgrade work is started.
- B. These Specifications are to be used in conjunction with requirements in those sections of the Specifications having to do with specific types of base materials and pavements.
 - 1. Section 31 10 00 Site Clearing
 - 2. Section 31 20 00 Earth Moving
 - 3. Section 32 12 15 Aggregate Base
 - 4. Section 32 12 16 Asphalt Concrete Paving
 - 5. Section 32 13 13 Concrete Paving

PART 2 - PRODUCTS

2.1 EXCAVATION

- A. The excavation shall include removal of materials which are encountered in excavating to the required grades, including existing pavement and curbs designated to be removed, or as required to accomplish the construction.

2.2 EQUIPMENT

- A. Furnish equipment to accomplish the excavating, shaping, grading and rolling, and compaction.

PART 3 - EXECUTION

3.1 SUBGRADE

- A. Excavate and shape subgrade to line, grade, and cross section. Roll subgrade with a roller until the top 12 inches is compacted to 95 percent of maximum density at optimum moisture content as determined by ASTM D 1557. Remove unsuitable material disclosed by the rolling and replace with suitable material from the excavation. Fill holes, and depressions which develop under the roller, to the required grade and cross sections with material from the excavation. The finished subgrade shall be within a tolerance of plus or minus 0.10 of a foot of the grade and cross section shown, shall be smooth and free from irregularities and

foot of the grade and cross section shown, shall be smooth and free from irregularities and at the specified density. Compaction shall extend one foot beyond the edge of paving, curb, or form work.

- B. The Contractor shall be responsible for the protection of existing improvements; any damage resulting from his operations shall be the Contractor's sole responsibility.

3.2 EXCAVATION BELOW GRADE

- A. Where the Geotechnical Engineer deems subgrade material to be unsatisfactory, excavation below grade will be required to such depths as necessary to remove the unsatisfactory material. Excavation below grade shall be of the same classification as that above it provided it is removed in the same operation as the normal excavation. Where the Contractor has completed the excavation and is required to remove additional, unsuitable material beyond the scope provided in these specifications, or where the additional depth requires special equipment because of unforeseen conditions, the work shall be performed and a payment for excavation below grade will be made on the basis of extra work as provided in the Contract.
- B. If the excavation below grade is required because of negligence on the part of the Contractor, the necessary excavation below grade and the backfilling required to restore the surface satisfactorily shall be at the Contractor's sole expense.
- C. The subgrade shall be sprinkled with water as required, and in such quantities as necessary, to obtain the specified compaction.

3.3 PROTECTION OF SUBGRADE

- A. After preparing the subgrade as above specified, traffic shall be kept off. Should it be found necessary to haul over the prepared subgrade, the Contractor shall drag and roll the traveled way as frequently as may be necessary to remove ruts, cuts, and breaks in the surface. Cuts, ruts, and breaks in the surface of the subgrade that are not removed by the above operations shall be raked and hand-tamped. Equipment used for transporting materials over the prepared subgrade shall be equipped with pneumatic tires.
- B. Continued use of sections of prepared subgrade for hauling, so as to cut up or deform it from the true cross section, will not be permitted. The Contractor shall protect the prepared subgrade from both construction and public traffic.
- C. The subgrade shall be maintained in the finished condition until the first succeeding course is placed.

END OF SECTION

SECTION 32 12 15

AGGREGATE BASE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: This section covers the materials and work necessary for construction of aggregate base.
- B. Related Sections:
1. Section 321214 Subgrade and Roadbed.
 2. Section 321216 Asphalt Paving
 3. Section 321313 Concrete Paving
 4. The Geotechnical Investigation Report and the Geotechnical Engineer.

1.2 SUBMITTALS

- A. Samples and Testing: At least thirty (30) days prior to the use thereof, the Contractor shall submit to the Geotechnical Engineer a sample of aggregate, graded as intended for use. Provide sample size as directed by the Geotechnical Engineer, not to exceed 120 lbs. This requirement shall be complied with for each aggregate and grading thereof that has not been reviewed. The Geotechnical Engineer will test the sample at no cost to the Contractor, and will determine the acceptability of the aggregate.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aggregate: The aggregate shall be free from vegetable matter and other deleterious substances. Aggregate for aggregate base shall consist of material of which at least 60 percent by weight shall be crushed particles as determined by Test Method No. Calif. 205.
1. The percentage composition by weight of aggregate base shall conform to one of the following gradings when determined by Test Method No. Calif. 202.
 2. The particle size distribution shall be in accordance with the grading specified for 3/4-inch maximum size aggregate.

Percentage Passing

	1-1/2"	3/4"
<u>Sieve Size</u>	<u>Maximum</u>	<u>Maximum</u>
2-Inch	100	
1-1/2-Inch	90-100	
1-Inch		100
3/4-Inch	50-85	90-100
No. 4	25-45	35-60
No. 30	10-25	10-30
No. 200	2-9	2-9

3. The aggregate base shall also conform to the following quality requirements:

Test Method			
Tests	No. Calif.	Requirements	
Resistance (R-Value)*	301	78	Minimum
Sand Equivalent	217	30	Minimum
Durability Index	229	35	Minimum

4. The aggregate shall not be treated with lime, cement, or other chemicals before the Durability Index test is performed.
5. Material yielding a maximum dry density of less than 112 pounds per cubic foot when tested in the laboratory in accordance with ASTM "Standard Methods of Test of Moisture-Density Relations of Soils, Using 10-Pound Rammer and 18-Inch Drop", Designation D 1557, shall not be used.
6. Any rock, including red rock, meeting all the requirements of this Section will be acceptable. Such rock shall be plant processed at an approved processing plant.

2.2 EQUIPMENT

- A. Furnish all necessary equipment required to accomplish the spreading, shaping, and compaction required.

PART 3 - EXECUTION

3.1 SUBGRADE

- A. Proof roll subgrade immediately prior to commencement of spreading of aggregate base. Make necessary repairs as directed by the Geotechnical Engineer and as described in Section 321214 – Subgrade.

3.2 DELIVERY AND SPREADING

- A. Aggregate base material shall be delivered to the roadbed as uniform mixtures; each layer shall be spread in one operation.
- B. At the time aggregate base is spread it shall have a moisture content sufficient to obtain the required compaction. Such moisture shall be uniformly distributed throughout the material.
- C. The material shall be spread upon the prepared subgrade by means of vehicles equipped with approved spreading devices at a uniform quantity per linear foot, which quantity will provide the required compacted thickness within the tolerances specified.
- D. Depositing and spreading shall commence at that part of the work farthest from the supply of base material and shall progress continuously without breaks, unless otherwise directed by the Geotechnical Engineer.
- E. Where the required thickness is six inches or less, the base material may be spread and compacted in one layer. Where the required thickness is more than six inches, the base material shall be spread and compacted in two or more layers of approximately equal thickness, and the maximum compacted thickness of any one layer shall not exceed six inches. Each layer shall be spread and compacted in a similar manner.

- F. Base material placed in areas inaccessible to the spreading equipment may be spread in one or more layers by any means that will make possible the specified compaction and surface.
- G. When the subgrade for aggregate base consists of cohesionless sand, and written permission is granted by the Geotechnical Engineer, the base material may be dumped in piles upon the subgrade and spread ahead from the dumped material.
- H. The base material, after spreading, shall be shaped by means of a blade grader to such thickness that after watering and compacting, the completed base will conform to the required grade and cross section within the tolerances specified.
- I. Segregation of aggregate shall be avoided; the base shall be free from pockets of coarse or fine material.

3.3 COMPACTION

- A. Immediately following spreading, shaping, and smoothing, the full width of the base material shall be watered as ordered by the Geotechnical Engineer, and compacted by rolling with a minimum of two pieces of self-propelled reversible equipment. Compaction shall be as follows:
 - 1. For initial rolling use a 3-wheel steel-tired roller, weighing not less than 12 tons distributed so that the rear wheels will apply to the surface being rolled not less than 325 pounds per linear inch of rear tire width. Rolling shall commence by covering completely the outer edge of the material. Subsequent passes shall lap at least 25 percent on previously rolled material.
 - 2. For subsequent rolling use a pneumatic-tired roller of the oscillating type, having a width of not less than four feet and equipped with tires of equal size and diameter. Wobble wheel rollers will not be permitted. The tires shall be so spaced that the entire gap between adjacent tires will be covered by the tread of the following tire. The tires shall be inflated to 90 pounds per square inch minimum.
 - 3. To compact all areas inaccessible to the rollers, use compressed air or gas powered tampers.
- B. Notify the Geotechnical Engineer at least ten (10) days in advance and shall secure approval for the use of each piece of compacting equipment other than that specified, selection thereof and obtainment of the specified compaction throughout the volume of base and the specified surface shall be solely the responsibility of the Contractor.
- C. If compaction is not uniform or tests show it to be inadequate, or if the surface is unsatisfactory, the Geotechnical Engineer may require the use of other or additional equipment.
- D. Should low or high spots develop during rolling operations, such spots shall be smoothed by blading with a self-propelled, pneumatic-tired motor grader having a wheelbase not less than 15 feet long and a blade not less than 10 feet long.
- E. Aggregate base shall be watered after compaction. Water shall be applied at the rate and in the quantities ordered by the Geotechnical Engineer.
- F. The relative compaction of aggregate base, determined by tests of the in-place, field compacted base shall be not less than 95 percent of the maximum compaction at optimum moisture content determined by ASTM Methods of Test, Designation D 1556

and Method C of Designation D 1557. The tests will be conducted and evaluated in the laboratory by the Geotechnical Engineer at no cost to the Contractor.

- G. The surface of the finished aggregate base at any point shall not vary more than 0.05 foot above or below proper grade; such surface shall contain no ridges, valleys or sharp breaks.
- H. Finished base that does not conform to the foregoing requirements shall be reshaped or reworked, watered, and thoroughly recompact to conform thereto.
- I. The Contractor shall not allow any completed untreated rock base to be subject to public or construction traffic, except the latter necessary to the completion of the overlying surface courses.

END OF SECTION

SECTION 32 12 16

ASPHALT CONCRETE PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: This section covers the work necessary for construction of the asphalt concrete leveling course and surface course used for paving roadways and parking areas, and the repair and replacement of existing pavement that has been disturbed by trenching or other construction.
- B. Related Sections:
 - 1. See Division 1 - General Requirements, which contain information and requirements that apply to the work specified herein.

1.2 SUBMITTALS

- A. Submittals during construction shall be made in accordance with Division 1, General Requirements.
- B. Product data: Within 35 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Certificates, signed by the materials producer and the asphalt paving subcontractor, stating that materials meet or exceed the specified requirements.

1.3 QUALITY ASSURANCE

- A. Standards: The following shall form a part of this specification and shall have the same force as if reproduced in total herein:
 - 1. Standard Specifications.
 - 2. Materials Manual of Testing and Control Procedures, State of California, Business and Transportation Agency, Department of Transportation, herein after referred to as "Materials Manual".
 - 3. ASTM D 1577 shall be used for the method of performing compaction tests.

PART 2 - PRODUCTS

2.1 ASPHALT

- A. Asphalt concrete surfacing shall consist of a mixture of mineral aggregate and paving grade asphalt, mixed at a central mixing plant.
 - 1. Asphalt concrete shall be as required by jurisdiction.
 - 2. Grade of asphalt shall be AR-4000 or AR-8000 as required.
 - 3. Density shall be 95% of maximum laboratory density as determined by California Test Method 304.
 - 4. Stability shall be 30 minimum.
 - 5. Mineral aggregate shall be Type B, 1/2" maximum size aggregate, medium grading, and shall conform to the following requirements:

- a. The particle size distribution shall be in accordance with the grading specified for 1/2-inch maximum size aggregate.

<u>Sieve Size</u>	<u>Maximum Percentage Passing</u>
3/4-Inch	100
1/2-Inch	95-100
3/8-Inch	80-85
No. 4	54-64
No. 8	38-48
No. 30	20-30
No. 200	3- 8

6. Drying, proportioning and mixing of the materials shall conform to Section 39 of the Standard Specifications.
- B. Slurry Seal Coat shall be a Type II slurry seal and shall be a one coat process, or approved equivalent. The manufacturer shall supply the product in sealed containers, or provide certification of manufacturer to the Engineer.
- C. Seal Coat shall be equal to SS1H one coat process, or approved equivalent. The manufacturer shall supply the product in sealed containers, or provide certification of manufacturer to the Engineer.

2.2 AGGREGATE

- A. Aggregate base shall conform to the ~~provisions of Section 02720 Aggregate Base~~ and as provided herein.
1. The grading of the aggregate shall be "1/2 - inch Maximum, Medium" as described hereon, except in conform or overlay areas, the grading shall be 3/8 - inch maximum.
- B. Sampling and testing will not be required. The Contractor shall provide test results as indicated in this section.

2.3 COMPOSITION OF MIXTURE

- A. At least thirty (30) days prior to producing any of the mixture for use in the paving, the Contractor shall submit to the Engineer for approval a job - mix formula which meets the requirements herein specified. No asphalt pavement work shall be undertaken by the Contractor until the Engineer has reviewed the job - mix formula.
- B. The Contractor shall be responsible for locating an acceptable source of aggregate. All tests confirming the suitability of the material for the purpose intended shall be obtained by the Contractor at the Contractor's expense. Certified copies of the aggregate test results from an independent testing laboratory shall be furnished to the Engineer for review at least one week prior to delivery of aggregate to the site or use of aggregate in asphalt concrete.
- C. The Contractor shall make arrangement and pay for preparation of the asphalt concrete job mix formula. The job - mix formula for the asphalt concrete mixture shall establish the percentage of aggregate passing each sieve size, and the percentage of bituminous material to be added to said aggregate, and the temperature at which test results from a qualified, independent testing laboratory confirming the job - mix formula shall be submitted by the Contractor to the Engineer for review at least two weeks prior to the start of asphalt concrete paving. Any proposed deviations from the original job - mix formula shall be resubmitted by the Contractor for review. Test results of aggregate used

in asphalt shall be provided as indicated in this section.

- D. The job - mix formula shall indicate the gradation of each of the several aggregate constituents to be used in the mixture and shall establish the exact proportion of each constituent to be used to produce a combined gradation of aggregate within the appropriate limits stated above.
- E. After a job - mix formula is established and reviewed, all mixtures furnished under this Contract shall conform to the requirements and tolerances as stated in these Specifications.

2.4 WEED CONTROL

- A. Spray applied herbicide, currently approved for designated use by all applicable agencies, including air pollution control jurisdiction.

PART 3 - EXECUTION

3.1 PREPARATION OF ROADWAY

- A. Subgrade shall be fine graded per Section 02300 Earthwork and ~~Section 02335~~ Subgrade and roadbed. The finished subgrade shall be tested and approved by the Geotechnical Engineer prior to the placement of aggregate base.
- B. Thoroughly blend base course aggregate on the job site. Construction shall conform to applicable portions of Section 26 of Standard Specifications. Base material shall be placed, watered as required and mechanically compacted until a relative compaction of 95% has been obtained for the entire thickness of the base. Each layer of base course shall be tested and approved by the testing laboratory prior to the placement of successive layers. Compacted base thickness shall be as indicated on the drawings.
- C. Apply herbicide chemical to all areas to receive paving in strict accordance with the printed instructions of the manufacturer. Take all necessary safety precautions to protect against damage or injury due to its poisonous nature. No weed-control chemical is to be applied to areas designated for planting.
- D. A tack coat of asphalt applied at the rate of 0.05 to 0.12 gallons per square yard shall be applied uniformly to all surfaces on which any course of asphalt concrete is to be placed.
- E. The tack coat shall be emulsified asphalt. The emulsified asphalt may be mixed with water at the rate of 1 to 2 parts water to 1 part of emulsified asphalt.
- F. Preparation of Untreated Roadway
 1. A prime coat shall be applied over the full length of the project, and asphalt concrete pavement shall not be placed until the prime coat has cured.
 2. Should any holes, breaks, or irregularities develop in the roadway surface after the prime coat has been applied, they shall be patched with asphalt concrete immediately in advance of placing the asphalt concrete. The Contractor shall maintain the completed prime coat by blading or brooming with motor patrol graders, until the asphalt concrete is placed.
 3. After the maintenance, patching or repair work has been completed and immediately prior to placing the asphalt concrete pavement, the surface of the prime coat shall be swept clean of all dirt, dust or other foreign matter.

3.2 ASPHALT CONCRETE PAVEMENT

- A. The proportioning and mixing of asphalt concrete shall conform to the provisions

provided herein. The pounds of asphalt per 100 pounds of dry aggregates shall not vary by more than 5% above or 10% below the amount indicated in the job - mix formula. This requirement shall apply to samples taken from a single batch, successive batches, at different locations in the production plant, or at any location on the construction site.

- B. Paint binder shall be applied in conformance with the provisions provided herein.
- C. Spreading equipment and methods shall conform to the provisions provided herein.. No asphalt concrete shall be placed on any section of compacted aggregate base that has not been reviewed by the Geotechnical Engineer.
- D. The asphalt concrete shall be compacted in accordance with the provisions provided herein. The weight and pressure of the Contractor's pneumatic tired roller will be reviewed, but not designated or approved, by the Geotechnical Engineer.
- E. Confirm areas associated with placement of asphalt concrete conform to the provisions provided herein.

3.3 PLACEMENT OF ASPHALT CONCRETE PAVING

- A. Install the specified curbs, and headers and stakes, to achieve the arrangement of paving shown on the drawings. All unconfined edges shall be confined with 2 inch by 4 inch redwood header boards staked with a 1 inch by 3 inch redwood stake 18 inches long minimum at 6 feet on-center. Two 1 inch by 4 inch pieces may installed together for bending along curves. Offset all joints by 2 feet.
- B. Remove all loose materials from the compacted base.
- C. Apply the specified prime coat, and tack coat where required, and allow to dry, in accordance with the manufacturer's recommendations as approved by the Engineer.
- D. Asphalt paving shall be installed in minimum lifts of 1.5 inches.
- E. Adjust frames, covers and utility vaults, if so required, to meet final grades.
- F. Do not accept receipt of asphalt concrete material unless it is covered with a tarpaulin until unloaded, and unless the material has a temperature of not less than 280 degrees Fahrenheit.

3.4 CONNECTIONS WITH EXISTING FACILITIES

- A. Where it is necessary to remove existing asphalt surfaces or oil mat surfaces to provide proper meet lines and riding surfaces, the Contractor shall burn or chip the existing surface so that there will be sufficient depth to provide a minimum of one inch of asphalt concrete, and the waste material shall be disposed of to the satisfaction of the Engineer and Federal, State and Local Ordinances. Prior to placing the asphalt concrete these areas shall be tacked. Meet lines shall be straight and the edges vertical. The edges of meet lines cuts shall be painted with liquid asphalt or emulsified asphalt prior to placing asphalt concrete. After placing the asphalt concrete, the meet line shall be sealed by painting with a liquid asphalt or emulsified asphalt and immediately covered with clean, dry sand.
- B. Prior to laying the second strip of asphalt concrete pavement, the edge of the first strip laid and other contact surfaces such as curbs, manhole frames, and similar materials shall be painted with emulsified asphalt or liquid asphalt to provide closely bonded watertight joints. This work shall be done in a manner that will prevent staining adjacent surfaces not intended to be coated.

3.5 COMPACTION

- A. Rolling shall continue until all roller marks are eliminated and a minimum density of 140 pcf has been obtained.
- B. Field density tests shall be made by a commercial testing laboratory retained by the Owner, and the test results submitted to the Geotechnical Engineer for review.

3.6 JOINTS

- A. The placing of the top or wearing course shall be as nearly continuous as possible, and the roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the course is discontinued for such length of time as to permit the mixture to become chilled.
- B. When the work is resumed the previously compacted mixture shall be cut back to produce a slightly beveled edge of the full thickness of the course. The material which is cut away shall be wasted and new mix shall be laid against the fresh cut. Rollers or tamping irons shall be used to seal the joints.

3.7 SURFACE TOLERANCE

- A. Tests for Conformity with the specified crown and grade shall be made by the Contractor immediately after initial compression. Any variation shall be immediately corrected by the removal or addition of materials and by continuous rolling.
- B. The completed surface of the top of wearing course shall be of uniform texture, smooth, uniform as to crown and grade and free from defects of all kinds. The completed surface shall not vary more than 1/8 inch from the lower edge of a 10 foot straight edge placed on the surface parallel to the centerline.
- C. After completion of the final rolling, the smoothness and grade of the surface shall again be tested by the Contractor.
- D. When deviations in excess of the above tolerances are found, the pavement surface shall be corrected by the addition of asphalt concrete mixture of an appropriate class to low places or the removal of material from high places by methods satisfactory to the Engineer, or by removal and replacement of the wearing course of asphalt concrete. Correction of defects shall be carried out until there are not deviations anywhere greater than the allowable tolerances.
- E. All areas in which the surface of the completed pavement deviates more than twice the allowable tolerances described above shall be removed and replaced to the satisfaction of the Engineer.
- F. All costs involved in making the corrections of defects described above shall be borne by the Contractor and no compensation will be made for this work.

3.8 APPLICATION OF SEAL OR SLURRY COAT

- A. Areas that have received new AC shall have a minimum 30 day cure time prior to application of either seal or slurry coat.
Prepare the surfaces, mix the seal coat material, and apply in accordance with the manufacturer's recommendations as approved by the Geotechnical Engineer.
- B. Apply one coat of the specified sealer.
- C. Achieve a finished surface seal which, when dry and thoroughly set, is smooth, tough, resilient, of uniform black color, and free from coarse textured areas, lap marks, ridges,

and other surface irregularities.

3.9 SAMPLES

- A. The contractor shall, without additional charge, provide the Geotechnical Engineer with test results of samples of asphalt concrete cut from the completed pavement or the individual courses thereof. The minimum number of test cores shall be two per day during paving. The number of cores shall be increased if problems are indicated. The contractor shall also provide the Geotechnical Engineer with test results or samples of the uncompressed asphalt concrete mixtures, and all materials incorporated in the work.

3.10 UNFAVORABLE WEATHER

- A. Asphalt for prime coat shall not be applied when the ground temperature is lower than 50 degrees F without written permission of the Geotechnical Engineer.
- B. Asphalt concrete shall not be placed when the atmospheric temperature is less than 40 degrees F nor during heavy rainfall.

3.11 ALLOWABLE TOLERANCES

- A. Surface Smoothness:
 - 1. The surface of the finished base course shall not vary more than 3/8 inch, plus or minus, in 10 feet.
 - 2. The surface of the finished asphalt concrete shall not vary more than 1/4 inch, plus or minus, in 10 feet.
- B. The compacted paving or base course thickness shall not vary more than 1/4 inch, plus or minus, based on an average of five (5) measurements per 10,000 square feet, taken at randomly selected locations by testing laboratory.
- C. Provide hot plant mixed asphalt concrete paving materials:
 - 1. Temperature leaving the plant shall be 290 degrees Fahrenheit minimum, 320 degrees Fahrenheit maximum.
 - 2. Temperature at time of placing shall be 280 degrees Fahrenheit minimum.

3.12 SURFACE FINISH

- A. Surface finish shall be uniform and consistent in color and texture throughout the extents of the project and shall be achieved, at a minimum, by applying a slurry coat.

END OF SECTION

SECTION 32 13 13
CONCRETE PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide Portland cement concrete paving where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 321600 - Concrete Curbs, Gutters and Sidewalks

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Do not commence placement of concrete until mix designs have been reviewed and approved by the Architect and all governmental agencies having jurisdiction, and until copies of the approved mix designs are at the job site and the batch plant.
- C. Provide access for, and cooperate with, the inspector and testing laboratory described in Section 014000 – Quality Requirements.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 016000 – Product Requirements.

PART 2 - PRODUCTS

2.1 FORMS

- A. Forms shall be made of wood or metal or other material capable of supporting mechanical concrete placing equipment without settling vertically, bowing inward or outward, or crushing. Forms shall have sufficient rigidity to maintain the lines and grades shown on the Drawings within a vertical tolerance of 0.05 feet and an alignment tolerance of 1" at any point. Forms shall be clean and free of dirt, rust, and hardened concrete.
- B. Earth forms will not be permitted for paving.

2.2 REINFORCEMENT

- A. Comply with the following as minimums:
 - 1. Bars: ASTM A615, grade 60, unless otherwise shown on the Drawings, use deformed bars for number 3 and larger.
 - 2. Welded wire fabric: ASTM A185.
 - 3. Bending: ACI318.
- B. Fabricate reinforcement to the required shapes and dimensions, with fabrication tolerances complying with the CRSI "Manual of Standard Practices". Do not use reinforcement having any of the following defects:
 - 1. Bar lengths, depths, or bends exceeding the specified fabricating tolerances;
 - 2. Bends or kinks not indicated on the Drawings or required for the work;
 - 3. Bars with cross-section reduced due to excessive rust or other causes.
- C. Joint reinforcement:
 - 1. Dowel bars shall be plain bars.
 - 2. Tiebars shall be deformed bars.
 - 3. Dowel bars and tiebars shall be of sizes indicated in the Project Drawings.

2.3 CONCRETE

- A. Comply with the following as minimums: ~~II/V~~
 - 1. Portland cement: ASTM C150, type ~~I or H~~, low alkali.
 - 2. Aggregate, general:
 - a. ASTM C30, uniformly graded and clean;
 - b. Do not use aggregate known to cause excessive shrinkage.
 - 3. Aggregate, coarse: Crushed rock or washed gravel with maximum size between $\frac{3}{4}$ " and 1-1/2", and with minimum size number 4.
 - 4. Aggregate, fine: Natural washed sand of hard and durable particles varying from fine to particle passing a 3/8" screen, of which at least 12% shall pass a 50-mesh screen.
 - 5. Water: Clean and potable.
 - 6. 4" Max Slump
 - 7. W/CM Ratio of equal or less than 0.52
 - 8. Air-Entraining Ad Mixture shall meet ASTM C260, and shall be between 4% & 8%
- B. Use only such additives as are recommended in the mix design submitted by the Contractor and approved by the Architect and governmental agencies having jurisdiction.
- C. Provide concrete in the proportions established by the mix design required under Section 01400 – Quality Requirements of these Specifications, and to the compressive strength shown on the Drawings.

2.4 MEMBRANE-FORMING CURING COMPOUNDS

- A. Comply with ASTM C 309, Type 2, Class A.

2.5 ISOLATION JOINT MATERIAL

- B. Comply with ASTM D 1751 or ASTM D 1752.

2.6 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper elimination of the work. Do not proceed until satisfactory conditions are corrected.

3.2 FINAL PREPARATION OF SUBGRADES

- A. After preparation of subgrade as specified in Section 321214 - Subgrade and Roadbed, thoroughly scarify and sprinkle the entire area to be paved, and then compact to a smooth, hard, even surface of 95% compaction to receive the aggregates.

3.3 PLACEMENT OF BASE COURSE

- A. Base (where required):
 - 1. Spread the specified coarse aggregate to a thickness providing the compacted thickness shown on the Drawings.
 - 2. Compact to 95%.
- B. Sand (where required)
 - 1. Spread the specified sand to a thickness providing the compacted thickness shown on the Drawings.
 - 2. Compact to 95%.
- C. Thickness Tolerance: Provide the compacted thickness shown on the Drawings within a tolerance of minus 0.0" to plus 0.5".
- D. Smoothness tolerance: Provide the lines and grades shown on the Drawings within a tolerance of 0.05 feet vertically and 1" in alignment at any point.
- E. Correct deviations by removing materials, replacing with new materials, and reworking or recompacting as required.
- F. Use only the amount of moisture needed to achieve the specified compaction.

3.4 INSTALLATION

- A. Upon completion of base course and formwork, install reinforcement as shown on the Drawings.

1. Clean reinforcement to remove loose rust and mill scale, earth, and other materials that reduce bond or destroy bond with concrete.
 2. Position, support, and secure reinforcement against displacement by formwork, construction, and concrete placement operations.
 3. Place reinforcement to obtain the required coverages for concrete protection.
- B. Transmit mix the concrete in accordance with provisions of ASTM C94.
1. With each load, provide ticket certifying to the materials and quantities and to compliance with the approved mix design.
 2. On the transit-mix ticket, state the time water was first added to the mix.
 3. At the batch plant, withhold 2-1/2 gal of water per cu yd of concrete.
 4. Upon arrival at the job site, and as directed by the testing laboratory inspector, add all or part of the withheld water before the concrete is discharged from the mixer.
 5. Mix not less than five minutes after the withheld water has been added, and not less than one minute of that time immediately prior to discharge of the batch.
 6. Unless otherwise directed, provide 15 minutes total mixing time per batch after first addition of water.
- C. Do not use concrete that has stood over 30 minutes after leaving the mixer, or concrete that is not placed within 60 minutes after water is introduced into the mix.
- D. Conveying:
1. Place concrete in accordance with the following and pertinent recommendations contained in ACI 304.
 2. Deposit concrete continuously in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause formation of seams or places of weakness within the section.
 3. If a section cannot be placed continuously, provide construction joints as specified herein.
 4. Perform concrete placing at such a rate that concrete which is being integrated with fresh concrete is still plastic.
 5. Deposit concrete as nearly as practicable in its final location so as to avoid segregation due to rehandling and flowing.
 6. Do not subject concrete to any procedure which will cause segregation.
 7. Do not use concrete which becomes non-plastic and unworkable, or does not meet required quality control limits, or has been contaminated to foreign materials.
 8. Remove any rejected concrete from the site.
- E. Deposit and consolidate concrete in a continuous operation within the limits of construction joints until the placing of a panel or section is completed.
1. Bring surfaces to the correct level with a straightedge, and then strike off.
 2. Use bullfloats or darbies to smooth the surface. Do not disturb the surfaces prior to start of finishing operations.
- F. Finishing:
1. Begin floating when the water sheen has disappeared and when the surface has stiffened sufficiently to permit the operation.

2. During or after the first floating, check the planeness of surface with a ten foot straightedge applied at not less than two different angles.
3. Cut down high spots and fill low spots, and produce a surface level within $\frac{1}{4}$ " in two feet as determined by a two foot straightedge placed anywhere on the surface in any direction.
4. Re-float the surface immediately to a uniform sandy texture.
5. While the surface is still plastic, provide a textured finish by drawing a fiber bristle broom uniformly over the surface.
 - a. Unless otherwise directed by the Architect, provide the texturing in one direction only.
 - b. Provide "light", "medium", or "coarse" texturing as directed by the Architect.

3.5 JOINTING

- A. Construct joints at locations, depths, and with dimensions indicated on the Project Drawings or accepted drawings submitted by the Contractor.
- B. If jointing requirements are not indicated on the Project Drawings or if submittals are required, the Contractor shall submit drawings describing jointing requirements in accordance with General Provisions, Submittal Procedures and the following requirements:
 1. Indicate locations of all contraction joints, construction joints, and isolation joints. Locate joints at 12 feet on-center.
 2. The larger dimension of any panel shall not exceed 125 percent of the smaller dimension.
 3. The minimum angle between any two intersecting joints shall be 80 degrees.
 4. Joints shall intersect pavement free edges at a 90 degree angle and shall extend straight for a minimum of 1.5 feet from the pavement edge
 5. Align joints of adjacent panes. Align joints in attached curbs with joints in pavement.
 6. Describe joint depths, widths, and keyway dimensions.
 7. Minimum contraction joint depth shall be one-fourth of the pavement thickness.
 8. Use isolation joints only where pavement abuts buildings, foundations, manholes, and other fixed objects.
- C. Construct contraction joints by one of the following methods:
 1. Insert plastic strips vertically into the fresh concrete. Depress strips into pavement until flush with surface.
 2. Saw-cut concrete after concrete has hardened sufficiently to prevent aggregate being dislodged and soon enough to control pavement cracking. If contraction joint sawing causes a crack, discontinue sawing that contraction joint and continue sawing other contraction joints.
- D. Isolation joints:
 1. Extend isolation joints through the full depth of the pavement. Fill the entire isolation joint with isolation joint material unless otherwise required by Project Drawings or accepted jointing drawings submitted by the Contractor. (See Section 3.05.B).

2. Extend isolation joints through the full depth of the pavement. Fill the entire isolation joint with isolation joint material.
3. Do not permit reinforcement to extend continuously through any expansion joint.
4. Locate isolation joints at all beginning and ending of curves, filled to full depth with expansion joint material.
5. In curbs, locate $\frac{1}{2}$ " thick joint at the beginning and end of curves, and at a maximum of 40' centers elsewhere unless otherwise shown on the plans.
6. In curbs and paving, hold down $\frac{1}{2}$ " and seal exposed joints with a joint sealer.

3.6 CURING AND PROTECTION

- A. Beginning immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures and mechanical injury.
- B. Apply membrane-forming curing compound to all exposed surfaces at a maximum coverage rate of 200 sq.ft./gal. Apply curing compound immediately after final surface texture has been obtained and water sheen has disappeared. Apply curing compound to pavement edges after forms have been removed.
- C. Alternate curing methods may be used when specified and approved by the engineer.

3.7 TOLERANCES

- A. The entire site is subject to frequent pedestrian traffic, and is subject to the guidelines presented in the Americans with Disabilities Act. Where stated on plans or where required by the ADA, the slopes are not to exceed the maximums set forth in this act.

END OF SECTION

SECTION 32 16 00

CONCRETE CURBS, GUTTERS AND SIDEWALKS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Section Includes: This section covers the work necessary to completely construct the concrete curbs, gutters and sidewalks.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Section 321313 Concrete Paving

1.02 SUBMITTALS

- A. Submit Product Information and Mix Design, Certification, Test Results, and Source of Expansion Joint Filler.

PART 2 - PRODUCTS

2.01 FORMS

- A. Materials for curb and gutter shall be 2-inch dressed dimension lumber or of metal of equal strength, free from defects which would impair the appearance or structural quality of the completed curb. Where short-radius forms are required, 1-inch dressed lumber or plywood may be used. Form material for the face of the curb shall not have any horizontal joints closer than seven inches from the top of the curb. Provide stakes and bracing materials as required to hold forms securely in place. Metal forms shall be subject to approval of the Engineer.
- B. Materials for sidewalks shall be 2-inch dressed dimension lumber, straight and free of defects, or standard metal forms. Where short radius forms are required, 1-inch dressed lumber or plywood may be used. Provide stakes and bracing material as required to hold forms securely in place.

2.02 CRUSHED ROCK BASE

- A. Clean 3/4 inch minus crushed rock or crushed gravel, free from foreign material and meeting the requirements of Section 321215 – Aggregate Base.

2.03 EXPANSION JOINT FILLER

- A. Expansion joint filler shall be 1/2 inch thick, premolded joint filler material. It shall consist of premolded strips of a durable resilient material. Premolded joint filler shall be one of the following:
 - 1. Preformed Expansion Joint Filler (Bituminous) conforming to ASTM D 994.
 - 2. Nonextruding and Resilient Filler (Bituminous) conforming to ASTM D 1751.
 - 3. Approved equal.

2.04 CONCRETE

- A. Concrete shall be ready-mixed, conforming to ASTM C 94, Alternate 2, and shall have a compressive strength of 2,500 psi at 28 days. Maximum size of aggregate shall be 1-1/2 inch. Slump shall be between two and four inches. Submit complete information regarding mix to the Engineer for review, in accordance with the requirements of the referenced ASTM Specifications.

2.05 CURING COMPOUND

- A. Liquid membrane-forming curing compound shall be clear or translucent, suitable for spray application and shall conform to ASTM C 309, Type 1.

2.06 ACCEPTANCE OF MATERIALS

- A. All materials shall be subject to inspection for suitability as the Engineer may elect, prior to or during incorporation into the work.

PART 3 - EXECUTION

3.01 EXCAVATION AND BACKFILL

- A. Perform all excavation and backfill required to accomplish the construction. After concrete forms have been removed and all debris cleaned up from the areas to be filled, place backfill from excavation in six inch lifts to grade and compact each lift thoroughly with pneumatic tamper or other suitable equipment to prevent future settlement. Dispose of all excess excavation offsite.

3.02 PREPARATION OF SUBGRADE

- A. Bring the area on which curbs, gutters and sidewalks to be constructed to required grade on undisturbed ground and compact by sprinkling and rolling or mechanical tamping. As depressions occur, refill with suitable material and recompact until the surface is at the proper grade. Subgrade shall be compacted to 95% of maximum density at optimum moisture content as determined by ASTM D 1557, Method C.

3.03 SETTING FORMS

- A. Construct forms to the shape, lines, grades and dimension called for on the Drawings. Stake wood or steel frames securely in place, true to line and grade.

- B. Forms on the face of the curb shall not have any horizontal joints within seven inches of the top of the curb. Brace forms to prevent change of shape or movement in any direction resulting from the weight of the concrete during placement. Construct short-radius curved forms to exact radius. Tops of forms shall not depart from gradeline more than 1/8 inch when checked with a 10 foot straight edge. Alignment of straight sections shall not vary more than 1/8 inch in 10 feet.

3.04 CURB CONSTRUCTION

- A. Construct curbs to line and grade shown or established by the Engineer. Curbs shall conform to the details shown.
- B. Ramps shall be constructed at pedestrian crossings as shown and in conformance with the legal requirements.
- C. Place preformed asphalt-impregnated expansion joints at intervals not exceeding 40 feet and at the beginning and end of curved portions of the curb; also at connections to existing curbs.
- D. Place weakend plane joints in the curb at intervals not exceeding 10 feet. Place, process, finish and cure concrete in accordance with the applicable requirements of ACI 614, and this Specification. Wherever the requirements differ, the higher shall govern. After initial set has occurred in the concrete and prior to removing the front curb form, the steel sheet shall be removed with a sawing motion. Finish top of curb with a steel trowel and finish edges with a steel edging tool.
- E. As soon as the concrete has set sufficiently to support its own weight, remove the front form and finish all exposed surfaces. Finish formed face by rubbing with a burlap sack or similar device that will produce a uniformly textured surface, free of form marks, honeycomb and other defects. All defective concrete shall be removed and replaced at the Contractor's sole expense. Upon completion of the finishing, apply an approved curing compound to exposed surfaces of the curb. Curing shall continue for a minimum of five days.
- F. Upon completion of the curing period, but not before seven days has elapsed since pouring the concrete, backfill the curb with earth, free from rocks two inches and larger and other foreign material. Tamp backfill firmly in place.
- G. Finished curb shall present a uniform appearance for both grade and alignment. Remove any section of curb showing abrupt changes in alignment or grade, or which is more than 1/4 inch away from its location as staked, and construct new curb in its place at the Contractor's sole expense.

3.06 SIDEWALK CONSTRUCTION

- A. Sidewalks shall be a minimum of four inches thick in walk areas and six inches thick in driveway areas. Refer to the construction Drawings for additional detailing.
- B. At locations where the new sidewalk is to abut existing concrete, sawcut concrete for a depth of two inches and chip the old concrete back to sound material on a straight line, clean the surface, and apply a neat cement paste just prior to pouring the new sidewalk.
- C. Place preformed asphalt expansion joints as in the adjacent curb, where the sidewalk ends at a curb, and around posts, poles, or other objects protruding through the sidewalk.

- D. Provide weekend plane joints transversely to the walks at locations opposite the contraction joints in the curb. Plastic pulltop quickjoint strips or approved equal at 1-1/2 inch deep
- E. Place, process, finish and cure concrete in conformance with the applicable requirements of ACI 614 and this Specification. Where the requirements differ, the higher shall govern.
- F. At a minimum, broom the surface with a fine-hair broom at right angles to the length of the walk and tool at all edges, joints and markings or surface finish as required by the construction Drawings.. Mark the walks transversely at five-foot intervals with a jointing tool. Upon completion of the finishing, apply an approved curing compound to the exposed surfaces. Protect the sidewalk from damage for a period of seven days.

END OF SECTION

SECTION 32 17 23

PAINTED TRAFFIC LINES AND MARKINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Painted traffic striping and symbols on pavements and curbs complete with reflective glass beads where indicated.
- B. Related Documents: The Conditions of the Contract and Division 1 apply to this section as fully as if repeated herein.

1.2 SUBMITTALS

- A. Product Data: Submit certificates of compliance, manufacturer's specifications, and general recommendations for paint and reflective glass beads.
- B. Submittal procedures and quantities are specified in Section 01300 – Administrative Requirements.

1.3 REGULATORY REQUIREMENTS

- A. Pavement markings for disability requirements shall meet the requirements of the California Code of Regulations (CCR) Title 24 Part 2, California Building Code: and ADA Accessibility Guidelines for Buildings and Facilities, as amended through 2014.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver paints and paint materials in original sealed containers that plainly show the designated name, batch number, color, date of manufacture, manufacturer's directions, and name of manufacturer. Provide storage facilities at the project site for maintaining materials at temperatures recommended by the manufacturer.

1.5 ENVIRONMENTAL CONDITIONS

- A. Do not apply paint to when either air or pavement temperature is below 50 degrees Fahrenheit or above 95 degrees Fahrenheit; or when rain, fog, condensation, or temperatures below 50 degrees Fahrenheit are anticipated during the drying period.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pavement Marking Paint: Comply with Section 84-3 of the State of California Standard Specifications for Construction of Local Streets and Roads, dated July 2002.
- B. Blue Pavement Marking Paint: Equal to Color No. 15090 per Federal Standard 595B.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Immediately before applying the paint, thoroughly clean the pavement surface of dirt, sand, scale, water, oil, grease or other objectionable matter. Do not use solvent material that will damage pavements as cleaning agents. Immediately before painting, give pavement surfaces a final cleaning by means of a power broom and a power blower using compressed air following the brooming.
- B. Provide warning devices required to protect the painting operations and the finished work.

3.2 APPLICATION

- A. Apply traffic marking in accordance with Section 84-3 of the California Standard Specifications for Construction of Local Streets and Roads, latest edition.
- B. Painted lines and markings on pavement shall be 3" min. width.

END OF SECTION 32 17 23

SECTION 32 18 16.13
PLAYGROUND PROTECTIVE SURFACING

PART 1 - GENERAL

1.1 SCOPE

- A. Furnish labor, material, and equipment necessary to install the poured-in-place, resilient surfacing system as shown on the drawings and specified herein.
 - a. Work shall include, but not be limited to the following: layout; excavation; backfill; furnishing and installing of base material; furnishing and installing of poured-in-place, resilient surfacing and all other incidental work to provide a complete resilient surfacing system.
 - b. Poured in place playground surfacing shall consist of a polyurethane binder mixed with 100% recycled, shredded tire material which will make up the Cushion Layer. The Cushion Layer is capped with EPDM, TPV or Treated SBR rubber granules mixed with a polyurethane binder creating the Wear Course. Surfaces shall comply with ADA and CPSC guidelines as well as ASTM Standards. Manufacture is to be certified by IPEMA, a third-party testing organization for playground surfaces and equipment.

1.2 PERFORMANCE REQUIREMENTS

- A. Area Safety: Poured in place within playground use zones shall meet or exceed the performance requirements of the CPSC, ADA and Fall Height Test ASTM F1292-18. The surface must yield both a peak deceleration of no more than 200 G-max and a Head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings. IPEMA certification is required. (ASTM F1292-18 section 4.3.3: The laboratory test used to determine critical fall height shall have been conducted on surfacing material samples identical in design, materials, components, and thickness and manufactured as the installed playground surface).
- B. Accessibility: NOTE: Children's outdoor play areas shall be in compliance with the Uniform Federal Accessibility Standards (UFAS) FED-STD-795 and the Architectural and Engineer Instructions (9AEI) Design Criteria.
- C. The requirements of the Americans with Disabilities Act. Accessibility Guidelines (ADAAG) 28 CFR Part 36 that provide equal or greater accessibility than the requirements of UFAS must also be met in children's outdoor play areas.
- D. Poured in place surfaces intended to serve as accessible paths of travel for persons with disabilities shall be firm, stable and slip resistant, and shall meet the requirements of ASTM F 1951-14 and ASTM F1292-18.

1.3 APPLICABLE STANDARDS

- A. ASTM International
- B. ASTM C1028 - Standard test method for determining the static coefficient of friction of ceramic tile and other like surfaces by the horizontal dynamometer pull meter method. This standard replaces ASTM D2047.
- C. ASTM D12 – Standard test methods for vulcanized rubber and thermoplastic rubbers and thermoplastic elastomers-tension.
- D. ASTM D624 - Standard test method for tear strength of conventional vulcanized rubber and thermoplastic elastomers.
- E. ASTM D2859 – Standard test method for flammability of finished textile floor covering materials.
- F. ASTM E303 – Standard test method for measuring surfacing frictional properties using the British Pendulum tester.
- G. ASTM F1292-18 – Standard specification for impact attenuation of surface systems under and around playground equipment.
- H. ASTM F1951 – Standard specification for determination of accessibility of surface systems under and around playground equipment.

- 1.4 Poured in place surfaces shall be manufactured and installed by trained, experienced company employees or certified installers who have successfully completed the "Certified Installers Training Program" required by TotTurf®.

1.5 SUBMITTALS: The following shall be submitted:

- A. The Contractor shall submit, five (5) complete sets of the material submittals, including manufacturer's name and address, specific trade names, catalog and model numbers, illustrations and descriptive material, and samples of the proposed material for this project clearly marked as to proposed items for approval by the Owner's representative.
- B. Products submitted as equal must include hard copies of manufactures written specifications and warranty.
- C. Manufacturer's descriptive data and installation instructions.
- D. Manufacturer's details showing depths of Wear Course and sub-base materials, anchoring systems and edge details.
- E. Upon request, a listing of at least five installations where products similar to these proposed for use have been installed and have been in service for a minimum period of 3 years. The list

shall include owner or purchaser, address of installation, date of installation, contact person, and phone number.

- F. A signed statement by an authorized official certifying that the surfacing system meets the requirements of ASTM F1292-18 for a head-first fall from the highest accessible portion of the specified playground equipment.
- G. A signed statement from the manufacturer of the poured in place surfacing attesting that all materials under this section shall be installed only by the Manufacturer's Trained Installers.
- H. A Certificate of Insurance shall be provided by manufacturer for poured in place surfacing for use as playground safety surfacing, covering general and product liability, of not less than \$1,000,000 for each occurrence, \$2,000,000 general aggregate, with an excess/umbrella liability of \$25,000,000. The issuing underwrite shall be AA rated.
- I. IPEMA Certification mandatory

1.6 DELIVERY, STORAGE AND HANDLING

- A. Materials and equipment shall be delivered and stored in accordance with the manufacturer's recommendations.

1.7 PROJECT SITE CONDITIONS

- A. Poured in Place surfacing must be installed on a dry sub-surface, with no prospect of rain within the initial drying period, and within the recommend temperature range of the manufacturer. Installation in weather condition of extreme heat, cold (less than 55 degrees F), and/or high humidity may affect cure time, and the structural integrity of the final product. Immediate surrounding sites must be reasonably free of dust conditions or this could affect the final surface look.

1.8 SEQUENCING AND SCHEDULING

- A. Poured in Place surfacing shall be installed after all playground equipment, shade structures, signs and any other items that will be within the surfacing area. Coordinate with General Contractor.

1.9 INSTALLATION

- A. Surface installation coordinated by manufacturer representative.

1.10 WARRANTY

- A. Poured in Place surface shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship AND material for a limited five (5) year period or as specified and agreed upon per alternate contract. Warranty will be specific to maintenance requirements and performance standards of completed product. Warranty is Void if not installed by Manufacturers Trained and Certified Poured in Place Surfacing

Installers.

PART 2 – PRODUCTS

2.1 Safety surfacing shall consist of both recycled and synthetic materials meeting the requirements of this specification. The type of safety surfacing shall be TotTurf®, manufactured and installed by TotTurf®, or it's Certified Installers. Telephone 800-858- 0519.

2.2 PRODUCT SCOPE

- A. Poured in Place Surface: The poured in place surface shall consist of 100 percent recycled granulated and or shredded tire material mixed with a polyurethane binder, then capped with either an EPDM, TPV an aliphatic binder or aromatic binder.
- B. It shall consist of a uniform material manufactured in such a way that the top portion meets the requirements specified herein for wear surface.
- C. The type of safety surfacing shall be a poured-in-place system and shall be indicated on the drawings.

2.3 CUSHION LAYER SECTION

- A. Impact Attenuating Cushion Layer: Cushion Layer consists of recycled styrene butadiene rubber (SBR) and or Chunk Premium Black Rubber Granules adhered with a 100 percent solids polyurethane binder to form a resilient porous material.
- B. Strands of SBR may vary from 0.5 mm – 2.0 mm in thickness by 3.0 mm – 20 mm in length.
- C. Chunk Premium Black Rubber Granules are 5/8" granules: This rubber is pre-consumer, post-industrial, reclaimed rubber, granulated through a 5/8" screen and contains less than 2% dust.
- D. SBR Crumb Rubber (5-9 Mesh) using sieve analysis ASTM D5644 with a fiber content of .1% or less mixed in.
- E. Foam or standard rubber granules are not to be permitted in Cushion Layer.
- F. Binder shall be between 10-14 percent of the total weight of the material, and shall provide 100 percent coating of the particles.
- G. The Cushion Layer shall be compatible with the Wear Course and must meet requirements herein for impact attenuation.

2.4 WEAR COURSE

- A. Wear Course shall consist of Ethylene Propylene Diene Monomer (EPDM), Thermal Plastic Vulcanized (TPV) granules with polyurethane binder formulated to produce an even, uniform, seamless surface. Installation of surfacing shall be seamless (unless otherwise

agreed upon by Owner) and completely bonded to concrete or asphalt subsurface. Material shall cover all foundations and fill around all elements penetrating the surface.

- B. EPDM shall be peroxide cured with an EPDM content of 26 percent and shall include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization and UV stability.
- C. ASTM D2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.
- D. Size of EPDM granules shall be 1.5-4 mm across. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.
- E. TPV shall be angular granules with a (Shore A) hardness of $65^{\circ}\text{A} \pm 5$ and particle size between 1-4mm. Binder shall be not less than 20 percent of total weight of rubber used in the wear surface, and shall provide 100 percent coating of the particles.
- F. Thickness of Wear Course shall be a minimum $\frac{1}{2}$ inch (12.7 mm).
- G. The Wear Course shall be porous.

2.5 BINDER

- A. No Toluene Diphenyl Isocyanate (TDI) shall be used.
- B. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.
- C. Weight of polyurethane shall be no less than 8.5 lbs. /gal (1.02 Kg/l) and no more than 9.5 lbs. /gal (1.14 Kg/l).
- D. Manufacturer is permitted to modify the type of urethane required to match extreme weather conditions. Substitutions must be equal to or exceed original quality.

2.6 TOT TURF ADVANTAGE (TPV) INSERTS

- A. TPV Insert – Thermal Plastic Vulcanized (TPV) angular granules with a (Shore A) hardness of $65^{\circ}\text{A} \pm 5$ and particle size between .5-1.5 mm shall be used.
- B. Thickness of the TPV Insert shall be $\frac{1}{2}$ " – $\frac{5}{8}$ " inch.
- C. TPV Insert shall be porous.
- D. Aromatic or Aliphatic urethane to be used as a binder.
- E. Location – TPV Insert to be installed under swings, swing bays, slide exits. Customer to approve location of wear mat inserts.

- F. Standard Color TPV .5-1.5mm to be used. Colors include four standard colors: Terra Cotta Red, Blue, Green, and Beige.
- G. Size: Swing bay use locations shall have TPV Inserts inclusive of all outside bay structure poles. Singular swings and slide exits shall be 4'x4'x1/2" in thickness.

2.7 MATERIALS

- A. Wear Course – EPDM Granules and/or TPV Granules
 - Manufacturer: NH Rubber Products and Rosehill
 - Polymers As Distributed by: Robertson Industries Inc. (800) 858-0519
 - Location Used: Playground Area
- B. Cushion Layer – TotTurf® Shredded SBR
 - As Distributed by: Robertson Industries Inc. (800) 858-0519
 - Location Used: Playground Area
- C. Binder – Aromatic VORAMER MR Products
 - Manufacturer: DOW Chemical
 - As Distributed by: Robertson Industries Inc. (800) 858-0519
 - Location Used: Playground Area
- D. Binder – Aliphatic Urethane Premium, Non-Ambering
 - Manufacturer: Accella Polyurethane Systems
 - As Distributed by: Robertson Industries Inc. (800) 858-0519
 - Location Used: Playground Area
- E. Chunk Premium Black Rubber Granules
 - Manufacturer: American Recycling Center, Inc. (989) 725-5100
655 Wabassee Drive
Owosso, MI 48867
 - As Distributed by: Robertson Industries, Inc. (800) 858-0519
 - Location Used: Playground Area

PART 3 – EXECUTION

3.1 SITE PREPARATION (OWNER OR OWNERS REPRESENTATIVE SHALL)

- A. Finished Grade/Slope: Verify that finished elevations or adjacent areas are as indicated on the architectural or site plans, that the appropriate sub-grade elevation has been established for the particular safety surface to be installed, and that the subsurface has been installed per architectural, site or equipment plans while meeting accessibility and use zones requirements.
- B. Aggregate Sub Base: Tolerance of aggregate sub base shall be with 3/8" inch (10mm) in 10' ft. (3050 mm). Verify that aggregate sub base has been fully compacted. Per ADA Guidelines: compacted Aggregate sub base – 4" inches of 3/4" inch minus irregular stone with

finer compacted to 95% percent in 2" inch watered lifts.

- C. Concrete Sub Base: Tolerance of concrete or bituminous sub base shall be with 1/8" inch (3.0 mm) in 10' feet (3050 mm). Per ADA Guidelines: Concrete a minimum of 3' - 4' inches at a minimum 2500 PSI. Concrete must cure for 7 days prior to application of cushion layer. Concrete must cure 28 days if wear course is to be applied directly to concrete surface. If Poured in Place surfacing is installed, verify that the Concrete Sub Base has cured (all areas appear white in color usually at 7 days) and that all concrete curing compounds and other deleterious substances that might adversely affect adhesion have been removed. Surface shall be clean and dry.
- D. Asphalt Sub Base: Asphalt cure time requires 14 days. Once the new asphalt has cured, it must be pressure washed prior to the surfacing being installed. The contractor shall be responsible for flooding the pad to ensure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to the arrival of our installation crews.
- E. Drainage: Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.

3.2 INSTALLATION

- A. Poured in Place Surfacing: Components of the poured in place surfacing shall be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufactures recommendations. Installation of surfacing shall be seamless up to 2,000 square feet per day and completely bonded to concrete of sub base. Material shall cover all foundations and fill around all elements penetrating the surface.
- B. Cushion Layer: Whenever practical, cushion layer of surfacing material shall be installed in one continuous pour on the same day of up to 2,000 square feet. When a second pour is required, step the seam (see detail) and fully coat the step of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new cushion layer can be placed before the adhesive dries.
- C. Wear Course: Wear Course must be either quality peroxide cured EPDM, TPV or Treated SBR granules. Wear surface shall be bonded to Cushion Layer. If necessary, additional primer will be used between the cushion layer and Wear Course. Apply adhesive to Cushion Layer in small quantities allowing the Wear Course to be applied before adhesive dries. Surface shall be hand troweled to a smooth, even finish. Except continuous and seamless up to 2,000 square feet per day (contact salesrepresentative for seamless in excess of 2,000 square feet). Where seams are required due to color change, size or adverse weather, a step configuration will be constructed to maintain Wear Course integrity. The edge of initial pour shall be coated with adhesive and wearing surface mixture shall be immediately applied. Pads with multiple seams are encouraged to include a top coat of urethane before being placed into use. Butt joint seams are not acceptable except for repairs. Under special conditions and with owners written approval seams may be permitted in same color pad. Consult with manufacturer for specific applications.

- D. Perimeter: For installations over existing concrete, the perimeter must be saw cut to provide a keyway 1" inch deep x 1" inch wide, or formed during the pour, with surfacing rolled down into the void. Primer adhesive must be applied to all sides of the void. When connecting to a concrete curb or border, the inside vertical edge shall be primed with adhesive and the final 2" inches of the cushion layer shall be tapered to allow the wear surface material to be 1.5"-2" thick where it joins the concrete.
- E. Asphalt: When installing over new asphalt, a curb or other type of border is recommended around the entire pad to separate the new surface from other ground materials. Primer adhesive must be applied to the inside vertical edge of the border before poured in place surface installation.
- F. Asphalt: When installing over existing asphalt, a key way cut of 1" inch deep by 1" inch side for the poured in place to taper into and terminate with required ADA slope.
- G. Thickness: Construction methods such as the use of measured screeds or guides shall be employed to ensure that the full depth of specified surfacing material is installed. Surfacing system thickness throughout the playground equipment use zone shall be as required to meet the impact attenuation requirements specified herein.
- H. Clean Up: Manufacturer installers shall work to minimize excessive adhesive on adjacent surfaces or play equipment. Spills of excess adhesive shall be promptly cleaned.
- I. Protection: The safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the owner from all traffic during the curing period of 48 hours or as instructed by the Manufacturer.
- J. Manufacturer Services: For poured in place safety surfacing, a manufacturer's representative who is experienced in the installation of playground safety surfacing shall be provided. The representative shall supervise the installation to ensure that the system meets the impact attenuation requirements as specified herein.

3.3 SITE AREA CLEAN UP

The site shall be kept clean and free of tools, trash, and debris and installation materials on a daily basis. Products may be stored on site during installation with appropriate protective measures and approval by the Owner's representative.

END OF SECTION

SECTION 32 31 13

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Related Sections:
 - 1. Section 087100 - Door Hardware

1.2 SYSTEM DESCRIPTION

- A. Design Requirements:
 - 1. Fence Height: 6 feet unless otherwise noted on drawings.
 - 2. Post Spacing: As indicated on drawings.
 - 3. Provide fencing and components complying with FS RR-F-191K/GEN.
 - 4. Fabricator is responsible for designing system, including necessary modifications of components and fitting to maintain visual design concepts and specified requirements.
 - 5. Drawings are diagrammatic and are intended to establish basic dimension of units, sight lines, and profiles of units.
 - 6. Make modifications only to meet field conditions and ensure fitting of components.
 - 7. The lever of actuated latches or locks shall be curved with a return to within ½" of the (face of) gate to prevent catching on the clothing or persons. California Referenced Standards code. T-24 Part 12, Section 12-10-202, Item (F).

1.3 SUBMITTALS

- A. General: Submit in accordance with Division 1.
- B. Product Data: Submit product data for each component.
- C. Shop Drawings: Indicate layout, grid, spacing of components, gate openings, accessories, fittings, and anchorage.
- D. Samples: Submit 12 inch long line post and 12 by 12 inch section of mesh.
- E. Certifications: Submit certifications specified in Quality Assurance article.
- F. Qualification Data: Submit manufacturer and installer qualifications, verifying years of experience.
- G. Manufacturer's Instructions. Submit manufacturer's printed installation instructions.

1.4 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide chain link fences and gates as complete units controlled by single source including necessary accessories, fittings, and fastenings.
- B. Manufacturer Qualifications: Minimum 3 years experience in production of commercial and industrial chain link fencing.
- C. Installer Qualifications: Minimum 3 years experience in installation of commercial and industrial chain link fencing.
- D. Certifications: Manufacturer's certification that products furnished for Project meet or exceed specified requirements.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Comply with requirements of Division 1.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fence Fabric:
 - 1. 9 gage finished size steel wires, zinc-coated complying with ASTM A392 or A116, and FS RR-F-191, Type IV vinyl coated steel.
 - 2. 1-inch mesh, top selvages knuckled for fabric 60 inch high and under; fabric over 60 inches high, top and bottom selvages twisted and barbed.
 - 3. Furnish one-piece fabric widths for fencing up to 12'-0" high.
- B. Framework:
 - 1. Galvanized steel, 2 x 6-inch steel tube.
 - 2. Provide one-piece sections without joints.
- C. Hardware and Accessories:
 - 1. Finish: Galvanized, ASTM A123 or A153.
 - 2. Provide fittings complying with ASTM F626.
 - 3. Wire ties: 11 gage galvanized steel

2.2 COMPONENTS

- A. End, Corner, and Pull Posts: Steel tube, sizes indicated on Drawings.
- B. Line Posts: Steel tube. Spacing as indicated.
- C. Gate Posts: Steel tube.
- D. Top Rail:
 - 1. Provide means for attaching top rail securely to each gate corner, pull and end post.

- E. Center Rails:
 - 1. Same size as top rail; sized to fit between posts.
 - 2. Provide necessary fittings.
 - 3. Use on fences higher than 6'-0".
- F. Tension Wire:
 - 1. 7 gage single strand coated coil spring wire, metal and finish to match fabric.
 - 2. Locate at bottom of fabric.
- G. Post Brace Assembly:
 - 1. Manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts.
 - 2. Locate horizontal braces at mid height of fabric.
 - 3. Use same material as top rail for brace and truss to line posts with 0.375 inch diameter rod and adjustable tightener.
- H. Post Tops:
 - 1. Weathertight closure cap for tubular posts, one cap for each post.
 - 2. Furnish caps with openings to permit passage of top rail.
- I. Stretcher Bars:
 - 1. One piece lengths equal to full height of fabric with minimum cross-section of 3/16 inch by 3/4 inch.
 - 2. Provide one stretcher bar for each gate and end post, and two for each corner and pull post, except where fabric is integrally woven into post.
- J. Stretcher Bar Bands:
 - 1. Space bands 15 inches on centers maximum to secure stretcher bars to end, corner, pull and gate posts.
 - 2. Form bands from flat or beveled steel, 3/4 inch minimum width and 0.078 inch thick after galvanizing for posts 4 inches in diameter or less; 7/8 inch minimum width and 0.108 inch thick for posts over 4 inches in diameter.
- K. Swing Gates:
 - 1. Fabricate swing gates to comply with ASTM F900, with perimeter frames of galvanized steel, 2 x 6-inch steel tube unless otherwise noted on drawings.
 - 2. Metal and finish to match fabric.
 - 3. Provide horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware and accessories.
 - 4. Space frame members as indicated on drawings.
 - 5. Assemble gate frames by welding or with special fittings and rivets for rigid connections providing security against removal or breakage of connections.
 - 6. Use same fabric as for fence.
 - 7. Install fabric with stretcher bars at vertical edges.
 - 8. Bars may also be used at top and bottom edges.
 - 9. Attach stretcher bars to gate frame at 15 inches on centers maximum.
 - 10. Attach hardware to provide security against removal or breakage.

11. Install diagonal cross-bracing consisting of 3/8 inch diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist for gates over 10'-0" high without horizontal brace.
- L. Swing Gate Hardware: Provide hardware and accessories, galvanized per ASTM A153, as follows:
 1. Hinges: Size and material to suit gate size, non-lift-off type, offset to permit 180-degree gate opening. Provide 1-1/2 pair of hinges for each leaf over 6'-0" nominal height.
 2. Latch: Forked type or plunger-bar type to permit operation from either side of gate with padlock eye as integral part of latch. Hardware shall not require pinching, grasping, or twisting motion to operate.
- M. Concrete:
 1. Provide concrete consisting of portland cement complying with ASTM C150, aggregates meeting ASTM C33, and clean water.
 2. Provide ready-mix concrete complying with ASTM C94, with minimum 28-day compressive strength of 2500 psi using at least four sacks of cement per yd³, 1 inch maximum size aggregate, maximum 3 inch slump and 2 to 4 percent entrained air.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine conditions and proceed with work in accordance with Division 1.

3.2 INSTALLATION

- A. Install in accordance with Division 1, manufacturer's instructions, and approved shop drawings.
- B. Install framework, fabric, accessories, and gates in accordance with manufacturer's instructions and ASTM F567.
- C. Excavation:
 1. Drill holes for posts of diameters and spacings indicated in firm, undisturbed or compacted soil in accordance with manufacturer's instructions.
 2. Excavate hole depths approximately 3 inches lower than post bottom with bottom of posts set not less than 36 inches below finish grade surface.
 3. Excavate hole to minimum of 4 times largest cross-section of post.
- D. Setting Posts:
 1. Center and align posts in holes 3 inches above bottom of excavation.
 2. Place concrete around posts and vibrate or tamp for consolidation.
 3. Check each post for vertical and top alignment and hold in position during placement and finishing operations.

4. Terminate concrete 2 inches below finished grade and slope to of concrete for water runoff.
- E. Top Rails: Run rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.
- F. Center Rails: Provide center rails for fences 6'-0" high and over. Install in one piece between posts and flush with posts on fabric side.
- G. Brace Assemblies:
 1. Install braces so posts are plumb when diagonal rod is under proper tension.
 2. Brace each gate and corner post to adjacent line post with horizontal center brace rail.
 3. Install brace rail in bay adjacent to end and gate posts.
- H. Tension Wire:
 1. Install tension wires before stretching fabric and tie to each post with not less than 6 gage galvanized wire.
 2. Fasten fabric to tension wire using 11 gage galvanized steel hog rings spaced 24 inches on centers maximum.
- I. Fabric:
 1. Allow approximately 1 inch between finish grade and bottom selvage.
 2. Pull fabric taut and tie to posts, rails and tension wires.
 3. Install fabric on security side of fence and anchor to framework so that fabric remains in tension after pulling force is released.
- J. Stretcher Bars:
 1. Thread through or clamp to fabric 4 inches on centers and secure to posts with metal bands spaced 15 inches on centers maximum.
 2. Stretch fabric between terminal posts.
- K. Gates:
 1. Install gates plumb, level and secure for full opening without interference.
 2. Install ground set items in concrete for anchorage as recommended by fence manufacturer.
 3. Adjust hardware for smooth operation and lubricate where necessary.
- L. Tie Wires:
 1. Use U-shaped wire, conforming to diameter of pipe to which attached, clasp pipe and fabric firmly with ends twisted at least two full turns.
 2. Bend wire to minimize hazard to persons or clothing.
 3. Tie fabric to line posts with wire ties spaced 12 inches on centers maximum.
 4. Tie fabric to rails and braces with wire ties spaced 24 inches on centers maximum.
 5. Tie fabric to tension wire with hog rings spaced 24 inches on centers maximum.
 6. Manufacturer's standard procedure will be accepted if of equal strength and durability.
- M. Fasteners:
 1. Install nuts for tension bands and hardware bolts on side of fence opposite fabric side.

2. Peen ends of bolts or score threads to prevent removal of nuts.

END OF SECTION

SECTION 328000 – LANDSCAPE IRRIGATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes all labor, materials, tools and the transportation and performance of all the work required as indicated on the drawings and specifications and reasonably incidental to:

1. Connection to water supply.
2. Irrigation mains, laterals and couplings.
3. Automatic controller, electric control valves and wiring.
4. Bubblers
5. Quick coupler valves and shut-off valves
6. Drip Irrigation
7. Turf Rotors / Pop Up Spray Heads

1.3 SUBMITTALS

- A. Concurrent Review Requirements: Submit submittals of this section with Site Improvement and Planting sections.
- B. Product Data: Include manufacturer's cut sheets for all irrigation materials and products specified herein and on the plans.
- C. Record drawings of the as-built conditions shall be recorded at a minimum of monthly and verified by the Project Inspector. Include all pipe runs, control wire runs, controllers, valves, boxes, etc.

1.4 QUALITY ASSURANCE

- A. Reference Standards:
 1. 2013 Building Standards Administrative Code, Part 1, CBSC.
 2. 2013 California Building Code (CBC), Part 2, CBSC (2009 IBC & California Amendments).
 3. 2013 California Plumbing Code (CPC), Part 5, CBSC (2009 Uniform Plumbing Code & California Amendments)..
 4. 2013 California Fire Code, Part 9, CBSC (2009 International Fire Code & California Amendments).
 5. 2013 California Referenced Standards, Part 12, CBSC.
- B. Installer Qualifications: A firm that is experienced in irrigation and water supply installation required for this Project.

- C. Source Limitations: None.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original packages with seals unbroken, labeled with manufacturer's name, product brand name and type.

1.6 WARRANTY AND RECORD DRAWING

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of equipment that fails in materials or workmanship within specified warranty period.

- 1. Warranty Period: 1 year.

- B. Installer's Warranty: 1 year.

- C. Contractor shall provide two copies of an "As-Built" plan of the irrigation system prior to final acceptance of work. One copy shall be laminated with vinyl film, reduced in size if necessary and placed in controller box, and one copy shall be provided to the Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Irrigation bubbler, valve and controller manufacturers shall be per the irrigation schedule.

2.2 EQUIPMENT AND PRODUCTS

- A. All materials shall be as indicated on the plan, irrigation schedule and as specified herein. Solvent weld type Plastic Fittings shall be schedule 40 PVC. Schedule 40 PVC pipe shall conform to ASTM D-1785.

- B. Irrigation pipe three inches in diameter and greater shall be class 315 PVC conforming to ASTM D-2241, D-1784 cell class, gasketed bell end pipe, ASTM-2672, ASTM-3139.

- C. Control wires shall be solid copper conductors, 600 volt AC, Type UF-AWG, UL approved for direct burial. Common wire to be #10 size; pilot wires to be #12 size or as necessary for lengths of runs to achieve end voltage required for equipment operation. Gauge 14 direct burial, white for common, Red or black for pilot. All valve wires to be ear-tagged on pilot wire at valve location.

- D. Tracer Wire: All irrigation pressure lines to be installed with #14 tracer wire for all pressure lines except where control wires are located adjacent to pressure lines.

- E. Standards for emission devices: All irrigation heads, orifices and nozzles shall meet the requirements of the ANSI standard, ASABE/ICC 802-2014 "Landscape Irrigation Sprinkler and Emitter Standard", with a distribution uniformity low quarter of) .65 or higher using the protocol defined in ASABE/ICC 802-2014.

2.3 AUXILIARY MATERIALS

- A. Valve/Utility Box gravel shall be per plans.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Contractor shall check static pressure at the irrigation point of connection to the water supply before beginning work and notify Landscape Architect in writing of the pressure available.
- B. Contractor shall notify the Landscape Architect 48 hours in advance when each work phase is ready to be inspected. The Landscape Architect is not responsible for delay caused by failure of the Contractor to give prior notice for inspections.
- C. The Contractor shall maintain continuous power and water supply to all facilities that are directly or indirectly affected by this construction, unless other arrangements are made with the Owner for temporary shut-offs.
- D. Landscape Water Meter: Unless specified otherwise on the irrigation plans or related discipline plans, the irrigation system shall connect to a landscape water meter separate from the domestic water service.

3.2 INSTALLATION

3.2.1 TRENCHING AND PIPING

- A. Piping under paving: All mains and laterals required under paving shall be in PVC sleeves, on a minimum of 6-inch deep sandy base under pipe, prior to paving. Sleeve pipe diameter to be two (2x) times pipe size, minimum.
- B. Horizontal clearance: All irrigation lines shall have a minimum 12 inches of horizontal clearance from lines of other trades. All irrigation main lines shall be a minimum 48 inches from proposed tree locations.
- C. Trench depth: Pressure line minimum depth to be 18 inches. Under paving pressure line shall be 24-inch minimum cover depth. Lateral line minimum depth to be 12 inches. Under paving lateral line minimum cover depth shall be 24 inches.
- D. Joints:
 - 1. All pipe to be cut square.
 - 2. Remove all burrs.

3. Remove all soil, grease, and moisture to form clean dry surface.
 4. Apply primer per manufacturer's printed specifications to all piping.
 5. Apply cement with correct applicator and quantity per manufacturer's specifications for various pipe sizes.
 6. Allow for minimum manufacturer's specifications for various pipe sizes.
 7. Allow for minimum manufacturer's set before moving pipe.
 8. Allow for minimum manufacturer's cure time before application of water pressure.
- E. Dissimilar materials: Provide dielectric fittings between dissimilar materials.
- F. Threaded fittings: Teflon tape or "Rectorseal" soft set pipe dope shall be used on all threaded fittings. Wrap threads no more than twice with teflon tape. Do not overtighten fittings.
- G. Thrust Blocks at pressure lines: Concrete thrust blocks shall be installed at mainline turns, elbows, tees, caps and plugs. Provide thrust blocking at each change of direction and at terminal points of all rubber gasket piping. Provide additional thrust blocking at locations shown on plan.

3.2.2 WIRING

- A. Control wire placement: Wires shall be placed under irrigation mains wherever practical and taped to main at 5 foot intervals. Where wires do not parallel pipes, they shall be buried a minimum of 12 inches, taped at 5 foot intervals, and should run along walks or building edges wherever practical. Control lines under paving shall be in PVC conduit 24 inches deep.
- B. Single wires: All controller-to-valve runs shall be single, individual wires, one for each valve.
- C. Connection to valves: Connect control wires to valves using Rainbird Model ST-03 wire connectors and PT-S5 sealer or equals. Wire should be installed so that a loop encircles the valve. Provide slack so that it can be cut and reconnected as necessary.
- D. Valve identification: Attach a 2-inch diameter aluminum or plastic identification tag with the valve/station numbers shown on plans.
- E. Valve sequence: Connect control wires to controller in sequential order according to valve/station numbers as shown on plans.

3.2.3 TESTING AND INSPECTION

- A. General: The Contractor shall not allow nor cause any of his work to be covered or enclosed until it has been inspected and approved by the District's representative. Should any of his work be enclosed or covered before such inspection or test, he shall uncover the work at his own expense, and after it has been inspected, tested and approved, shall make all repairs with like materials necessary to restore all his work and that of other Contractors to its original condition.
- B. Pressure test: After completion of the piping system and prior to backfilling and installation of the sprinkler heads, the entire system shall be thoroughly flushed under pressure to remove dirt, scale or other material from the lines. The pressure lines shall then be tested at full pressure for 2 hours with couplings exposed and pipe sections center loaded. Provision shall be made to bleed the

lines of air. Should any leaks develop, the system shall be retested following repair. The pressure test must be made in the presence of the District's representative and / or the DSA inspector.

- C. Repairs: The use of caulking or cement to repair leaks is prohibited.
- D. Master valve: Unless otherwise specified on the Irrigation Plans or details, install a master valve as a "normally closed" valve.

3.2.4 DRIP SYSTEM

- A. Conventional Tubing placement: Polyethylene tubing shall be placed and secured according to plans and details. Maximum lateral length to be 300 feet from valve.
- B. Rainbird XFD and XFS tubing placement: Tubing placement shall be in parallel rows spaced per plan designation for each valve circuit using the table on the plan to install the correct number of parallel rows for the width of planting area. Maximum tube run lengths shall not exceed the manufacturers specified maximum lengths for tube type, pressure and flow rate.
- C. Fittings: All joints, tees, end caps and couplings shall be compression type fittings, or as specified by the equipment manufacturer.
- D. Pressure setting (outflow): Delivery pressure at the pressure reducing device shall be 30 psi, or to allow normal operation of each emitter on the circuit, per manufacturer's specifications.
- E. Emitters: Shall be installed per manufacturer's directions using proper tools.

3.2.5 HEAD LAYOUT AND OPERATION

- A. Layout: Adjust layout as necessary to meet job conditions and to coordinate installation with work under other sections. Bubbler and rotor locations and adjustments shall be set to achieve full and uniform coverage of the areas intended to be watered.
- B. Operation: No planting shall occur until the irrigation system and automatic controller are fully operative and have been inspected and approved by the District's Representative.

3.2.6 BACKFILLING

- A. Compaction: After the work has been inspected and approved, backfill all trenches with fine earth materials and tamp to 90 per cent compaction. All trenches shall be left flush with adjoining grade in a firm unyielding condition. Flooding of trenches shall not be permitted.

3.2.7 CLEANUP

- A. Remove all excess materials and other debris from the site. Sweep all paved areas of soil, leaves and other material. Rake clean all landscaped areas.

END OF SECTION

SECTION 329000 – PLANTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This section includes all labor, materials, tools and the transportation and performance of all the work required as indicated on the drawings and specifications and reasonably incidental to:

1. Furnish all plant material.
2. Soil preparation and finish grading.
3. Herbicide application.
4. Planting and fertilizing trees, shrubs and ground covers.
5. Staking trees.
6. Weed control.
8. Mulch placement.
9. Deep root barriers.
10. Lawn seeding and restoration.
11. Clean up.
11. Establishment period.

1.3 SUBMITTALS

- A. Concurrent Review Requirements: Submit submittals of this section with Site Improvement and Landscape Irrigation sections, including, but not limited to: photographs of plant delivery and Sample of decorative rock.
- B.
- C. Product Data: Include manufacturer's testing sheets for all soil amendment products and decomposed granite specified herein and on the plans.
 1. Materials receipts: The Contractor shall submit materials receipts to the District's representative to verify quantities of all materials used.
Include the provision of copies to Landscape Architect for all amendment and fertilizer receipts.
See Spec. 2.2.2.(2) C for soil testing and amendment.

1.4 QUALITY ASSURANCE

- A. Reference Standards:
 1. 2013 Building Standards Administrative Code, Part 1, CBSC.

2. 2013 California Building Code (CBC), Part 2, CBSC (2009 IBC & California Amendments).
3. 2013 California Plumbing Code (CPC), Part 5, CBSC (2009 Uniform Plumbing Code & California Amendments).
4. 2013 California Fire Code, Part 9, CBSC (2009 International Fire Code & California Amendments).
5. 2013 California Referenced Standards, Part 12, CBSC.

- B. Installer Qualifications: A firm that is experienced in landscape planting installation required for this Project.
- C. Source Limitations: None.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original packages with seals unbroken, labeled with manufacturer's name, product brand name and type.

1.6 WARRANTY

- A. Installer's Warranty: The Contractor shall repair or replace any or all work, together with any adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material one year for all shrubs and trees, from the end of the establishment period, unusual abuse or neglect excepted.
1. Warranty Period: 1 year.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Per the Planting Plan and Details

2.2 PRODUCTS

2.1.2 PLANT MATERIAL

- A. Grade: Quality and size shall conform to the State of California Grading Code of Nursery Stock, No. 1 grade. Nursery grown stock only shall be used.
- B. Unacceptable material: All plant material overgrown and root bound, too recently canned, or damaged root balls, diseased, unhealthy or badly shaped are considered unacceptable and shall be removed from the site.
- C. Inspection and Substitutions: Plants shall be the varieties and sizes shown on the plan. No substitutions shall be used without the written approval of the Landscape Architect. The Landscape Architect shall inspect and approve or reject plant material prior to installation.

- D. Plant acclimatization: All plants shall be nursery grown under climatic conditions similar to this project site in the County of Los Angeles CA.
- E. Care of plants: Contractor shall adequately protect the plants on site from sun and wind damage before planting. Precautions shall be taken to protect plants newly installed or stored on site from frost damage.

2.2.2 SOIL AMENDMENTS

A. Soil Testing

1. Requirement for soil testing to determine soil amendment specification: to comply with the State of California Model Water Efficient Landscape Ordinance, if required by local code, soil testing may be required to determine the appropriate level of soil amendments for the project. Because the site will be mass graded and/or import soil used to achieve finish grades, the specification below under 2.02-C and D is to be used for bidding purposes as a reasonable baseline applicable to most site conditions where mass grading occurs.
2. The contractor shall follow the agronomist recommendation in the soil test, using in no case less than 4 cu.yd amendment per 1,000 sq.ft, except if the site soils have 6% or greater organic matter by weight no amendment is required.
3. If applicable under local ordinance, the contractor shall perform soil testing in a minimum of three locations on the graded site in locations where planting areas grades are finished.

B. Soil Test requirements

1. Sampling shall be done in accordance with testing lab protocol at the depth for intended plants. The soil analysis shall include soil texture, infiltration rate based on soil texture infiltration rate table, pH, total soluble salts, sodium, percent organic matter by weight, and agronomist amendment recommendations for "ornamental plants".
2. The contractor shall supply the Landscape Architect / Owner with two (2) copies of the soils analysis and recommendations.

C. Fertilizers and Inorganic amendments

1. "Agriform" slow release 20-10-5 tablets in 21 gram size as shown on details.
2. 'GRO-POWER PLUS' 5-3-1 fertilizer at 200 lbs./1000 sq. ft. for all lawn and planting areas and as specified in planting details for backfill mix.

D. Organic Amendments:

1. 'Forest Humus' composted bark mixture by Sequoia Products, or approved equal, conforming to the following minimum certified test standards in all lawn areas at 6.25 cu. yd. per 1000 sq. ft. and in backfill mix per planting details.
2. 'Forest Humus' specification : a. Free from herbicide residue b. average nutrient content 2.0 to 5.0 c. average nutrient ratio 3.0 to 8.0 d. C/N ratio less than 13.0 e. Ammonium nitrate ratio

less than 100, pH 6.5-7.5 f. Ash to organic matter ratio 35% OM minimum, 65% ash maximum
g. Soluble nutrients and salts (EC5 d.w.) less than 3.0 h. Particle size greater than 6.3mm:
zero (0).

E. Mulches:

1. Decorative Rock Mulch: Place 3 inch minimum layer in all ground cover and shrub planting areas. Provide submittal to Project Manager /School District for color and approval.

2.2.3 AUXILIARY MATERIALS

A. Deep Root Barriers:

1. Deep Root Model #UB24-2 panels

2.2.4 IMPORTED TOPSOIL

A. Imported topsoil, should any be required, shall be of the same USDA textural soil class as the substrate, conforming to ASTM D2487-10 and ASTM D2488. Topsoil shall also conform to the following:

1. Provide Combination Fertility and Agricultural Suitability, performed by a soils laboratory approved by the Landscape Architect.

a. Agricultural Suitability

Salinity ($EC_e \times 10^3$) : 0-2

Sodium (SAR): 0-4

Boron (PPM in Saturated Extract): 0-.5

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Contractor shall verify actual job conditions and report any discrepancies between the plans and actual conditions immediately to the Landscape Architect, refraining from doing any work in said areas until given approval to do so. It is the responsibility of the Contractor to coordinate his work with other trades, and be familiar with the locations of drain lines, utility lines and other subsurface improvements that could affect the planting work.
- B. Contractor shall notify the Landscape Architect 48 hours in advance when each work phase is ready to be inspected. The Landscape Architect is not responsible for delay caused by failure of the Contractor to give prior notice for inspections.
- C. The Contractor shall maintain continuous power and water supply to all facilities that are directly or indirectly affected by this construction, unless other arrangements are made with the Owner for temporary shut-offs.

- D. Obstruction to planting operations: If rock, plaster, concrete debris, electrical cables, conduits or utility lines are encountered and cause conflict with planting operations, notify the job superintendent and Landscape Architect to arrange relocation or cleanup work.

3.2 INSTALLATION

3.2.1 SOIL PREPARATION

- A. Finish grades: Coordinate soil preparation work with the requirements for finish grading following in sub-section 3.3.2 - FINISH GRADING.
- B. Weed and debris removal: All areas to be planted shall be cleared of all weeds and debris prior to soil preparation and finish grading. Dispose of weeds and debris legally off-site.
- C. Herbicide application: Apply a systemic, translocative post-emergent herbicide approved of by the Landscape Architect to all weeds in planting areas prior to cultivation. Do not cultivate until all weeds are dead.
- D. Contaminated soil: Do not perform any soil preparation work in areas where soil is contaminated with cement, plaster, paint or other construction substances. Notify job superintendent and Landscape Architect to arrange for clean up. Contractor shall be responsible for removing and replacing soil to a depth of 12 inches in any planting areas contaminated by soil sterilant applied prior to asphaltic concrete paving placement.
- E. Spreading amendments: Soil amendments shall be applied to planting areas at specified rates and inspected and approved by the District's representative prior to cultivation, or the Contractor shall prepare a test plot under the supervision of the District representative using the specified amounts of amendments, which shall serve as an approved basis of comparison for the remainder of the soil preparation work.
- F. Cultivation: Cultivate amendment into the soil to a depth of six inches for all areas. Cultivation shall produce a uniform, well-mixed, loose, friable planting soil. Rake smooth to conform to finish grading requirements.

3.2.2 FINISH GRADING

- A. Work by others: Grades shall be established under work of other sections to within 1/10 foot, plus or minus, of required finish grades.
- B. Verify existing grades: Landscape sub-contractor shall verify that grades are to within 1/10 foot, plus or minus, of finished grades before performing finish grading and planting. Notify the District's representative prior to commencing soil preparation work if existing grades are not to within .1 foot by others, or assume responsibility for conditions as they exist.
- C. Conformance to site grading plan: Finish grades shall conform to the site grading plan. The finish grades of all planting areas shall be 1" maximum and 1/2" minimum below paving or curb grades. All planting areas shall have positive drainage.
- D. Finish grading approval: District's representative shall inspect the final grades for conformance to the design intent communicated on the drawings and give approval prior to any planting operations.

3.2.3 TREE AND SHRUB PLANTING

- A. General: Do not plant until the irrigation system is fully operative and approved.
- B. Location: Locate trees and shrubs in the field as shown on the plans. The Landscape Architect reserves the right to approve the locations of trees and shrubs prior to planting unless waived in writing to the Contractor. Any alterations to locations shown on the plan must be approved by the Landscape Architect.
- C. Planting holes: Excavate holes of circular outline with vertical sides, per the planting details. Scarify sides of hole in clay soils.
- D. Impervious soils: Where impervious soils is encountered in excavating planting holes, notify the Landscape Architect at once before continuing work.
- E. Placement of plants:
 - 1. Containers shall be removed carefully to avoid damaging the rootball.
 - 2. Set shrubs and trees in holes so that the top of rootball is slightly higher (1/2" maximum) than grade.
 - 3. Form neat and uniform circular basins around plants, conforming to contours of the ground. Basins shall be 2 feet in diameter for 1 gallon stock and 3 feet in diameter for 5 gallon stock and larger. Mulch with specified material in a 3" layer.
 - 4. Backfill and stake per drawings and details. Top dress with 'GRO-POWER' 5-3-1 fertilizer.
 - 5. Prune plants as directed by Landscape Architect to correct damaged or awkward forms.
 - 6. Water thoroughly after planting.

3.2.4 LAWN

- A. Seed viability: All seed must be delivered on site in sealed bags, dry and undamaged, with the seedsman's tags and certifications of viability and purity attached. Seed shall be Barenberg "Panama" Bermuda grass seed blend with Yellow Jacket seed coating applied at 3 lbs per 1,000 square feet.
- B. Prepare soil per sections above. Soil shall be moist and firm prior to seeding.
- C. Seed when average ambient temperatures result in soil temperatures above 65 degrees. Seed may be applied in hyromulch slurry or with seed drill. Adjust seed rates appropriately for type of application. Seed shall not be covered with more than 1/4" soil layer.
- D. Do not seed until irrigation system is fully operable.

3.5 MISCELLANEOUS PLANTING ACCESSORIES

- A. Place deep root planters per manufacturer's directions, plans and details. Locate as noted on the plans in all tree well openings, openings in paving and trees per detail of paving edge.

3.6 CLEAN UP

- A. Removal of debris: Remove all cans, surplus material and other debris from the site. Flush or sweep all paved areas of soil, leaves or other material. Neatly rake and dress all planting areas.
- B. Dust removal: Rinse foliage of plant materials as often as needed to remove dust generated by work.

3.7 ESTABLISHMENT PERIOD

- A. Commencement of establishment period: The establishment period shall begin after all work has been satisfactorily completed and granted final completion notice by the Owner. The establishment period shall be 180 days.
- B. Responsibility of Contractor: During the establishment period, the Contractor shall maintain all planting areas in a weed free condition, performing pest control, pruning, fertilizing and replacement of dead or unhealthy plants as necessary to establish a healthy, vigorous and attractive planting.
- C. Replacement of dead plants: All plants and ground covers that may die during the establishment period shall be replanted immediately. Waiting to replant until the end of the establishment period is not acceptable.
- D. MWELO Section 492: Provide 8.5x 11 format written documents complying with CALGreen MWELO sections 492.10 and 492.11: Irrigation controller schedule for appropriate seasons, and schedule of tasks and frequency for ongoing maintenance of the planting and irrigation.

END OF SECTION

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Exhibit 1
OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1.1 INTRODUCTION

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

The OCIP will be primary to other valid and collectable insurance for the owner and enrolled parties in the program. The SEWUP JPA will provide Workers' Compensation, Employer's Liability, General & Excess Liability, 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): 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

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

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

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

KNOWN OCIP POLICY EXCLUSIONS

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

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

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

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

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

4. Policy Term: The master policy effective date is October 1, 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

Deductible	Number of Buildings or Structures per Project	Total Insured Value (TIV)	Construction Class
\$5,000 Deductible:	Projects with Single and Multiple Building(s) or Structure(s)	Up to \$15M	<ul style="list-style-type: none"> • Fire Resistive • Non Combustible • Masonry Concrete
	Projects with Multiple Building(s) or Structure(s)	Up to \$10M (No single building or structure greater than \$10mm in value)	<ul style="list-style-type: none"> • Joisted Masonry • Hybrid Construction
	Projects with No Vertical Construction (No Buildings or Structures)		<ul style="list-style-type: none"> • Grading - Site Prep Only • No Vertical Construction
\$10,000 Deductible:	Projects with Single and Multiple Building(s) or Structure(s)	\$15M to \$50M	<ul style="list-style-type: none"> • Fire Resistive • Non Combustible • Masonry Concrete
	Projects with Single Building or Structure	Up to \$25M	<ul style="list-style-type: none"> • Joisted Masonry • Hybrid Construction • Wood Frame
	Projects with Multiple Building(s) or Structure(s)	Up to \$10M (No single building or structure greater than \$10mm in value)	<ul style="list-style-type: none"> • Wood Frame
\$25,000*** Deductible:	Projects with Single and Multiple Building(s) or Structure(s)	\$50M & above	<ul style="list-style-type: none"> • Fire Resistive • Non Combustible • Masonry Concrete
	Single Building or Structure Projects	\$25M & above	<ul style="list-style-type: none"> • Joisted Masonry • Hybrid Construction • Wood Frame

*** 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.

- 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

KNOWN OCIP POLICY EXCLUSIONS

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

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

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

Workers' Compensation Insurance Rating Bureau Requirements

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

2. Contractor's Completion Notice

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

3. Project Insurance Manual

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

Contractor/Subcontractor Compliance with all aspects of the OCIP

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

of its or their personnel or employees. Failure to comply will be considered non-performance under the contract.

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

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

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:

Enrolled Contractors/Subcontractors

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

Ineligible Contractors/Subcontractors – Not Enrolled

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

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

Workers' Compensation – Statutory Benefits - All States

Employer's Liability:

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

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

Eligible Contractors/Subcontractors

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

Ineligible Contractors / Subcontractors – Not Enrolled

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

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

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

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

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

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

\$1,000,000 per Claim/Aggregate

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

\$5,000,000 per Claim/Aggregate

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

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

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

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

Certificate Holder: Eastside Union School District

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

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

1. 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.

Eastside Union School District

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

1.9 CONTRACTOR/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT

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

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

1.10 ASSIGNMENT OF RETURN PREMIUMS

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

1.11 WAIVER OF SUBROGATION AND OWNER INDEMNIFICATION

With respect to their work on the Project:

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

1.12 NO RELEASE

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

1.13 OWNER'S RIGHT TO AUDIT

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

1.14 DUTIES IN THE EVENT OF A LOSS

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

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

In the event of an accident, it shall be the responsibility of the employing and/or responsible Contractor/Subcontractor to see that injured workers or members of the public are provided

immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Keenan & Associates, hereinafter called "Program Administrator." This includes notification to the appropriate state authorities, if necessary.

1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

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

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

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

1.16 PROJECT SAFETY PROGRAM

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

A. Safety Orientation

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

B. Program Management

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

C. Mandatory 6' Fall Protection

1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
 - a. Steel erection
 - b. Roofing
 - c. Framing
 - d. Decking
 - e. Scaffold work
 - f. Work performed from ladders
2. A safety monitor as means of fall protection is prohibited.
3. Ladder jacks, 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.
 - d. It will be the responsibility of the Insurance Carrier's Adjuster to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

G. Competing Safety Requirements:

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

H. Noncompliance and Unsafe Practices

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

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

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

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

(c) By enrolling in the OCIP, Contractor/Subcontractor represents and warrants that it has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in these contractual provisions, in the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only and Contractor/Subcontractor represents and warrants that it has not relied upon any such reference or any other oral or written statement by or on behalf of Owner, the Project Administrator, or any of its or their agents, employees or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any

coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Contractor's/Subcontractor's business or performance under the contract documents. To the extent that Contractor/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance or liability associated with its Work on the Project or otherwise, it shall be responsible to do so at its sole expense.

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

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

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

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

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

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

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

1.19 Duty of Care

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

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

EXHIBIT A

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

EXHIBIT B

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.**