MULTI-PRIME BIDDING DOCUMENTS FOR THE LAKESIDE UNION SCHOOL DISTRICT FOR

NEW GYMNASIUM

AT

TIERRA DEL SOL MIDDLE SCHOOL

9611 Petite Lane, Lakeside, CA 92040

DSA Application No. 04-119233

Bid No. 2021-04

LAKESIDE UNION SCHOOL DISTRICT

12335 Woodside Ave., Lakeside, California 92040 Phone: (619) 390-2600

November 25, 2020

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the LAKESIDE UNION SCHOOL DISTRICT of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT, will receive up to, but not later than <u>2:00 P.M.</u> on the <u>7th</u> day of <u>January 2021</u>, emailed bids for the award of a contract for:

Project: NEW GYMNASIUM AT TIERRA DEL SOL MIDDLE SCHOOL Lakeside Union School District

Estimate: \$5M

Pre-bid Job Walk: There will be a MANDATORY pre-bid job walk on **DECEMBER 2 AND DECEMBER 9, 2020 @ 9:00 AM** at 9611 Petite Lane, Lakeside, CA 92040. Meet in front of the school. Bidders only need to attend one of the two job walks.

Project Description: Project will be bid in Multiple Prime Bid Packages which consists of the following; turn-key installation of the District pre-procured, pre-manufactured building, site work, new fire lane, new retaining wall and restroom renovations.

Anticipated Start: February 2021

Anticipated Completion: December 2021

Substitution Requests due:	December 18, 2020
Pre-Qualifications due:	December 23, 2020
Pre-Bid Clarifications due:	December 28, 2020
Last Addendum issued:	January 4, 2021

Bid Date: Thursday, January 7, 2021 at 2:00pm

Bid Delivery: Bids shall be received via email to <u>tina@ehanda.com</u>. Due to COVID-19, bids will be opened Publicly via ZOOM. Bidders who attend one of the two Mandatory Pre-Bid Job Walks will receive an invitation to the Zoom Bid Opening via email. All bids received after the deadline above will not be accepted (*Note: Bids that are submitted electronically just a few minutes prior to the deadline may still not guarantee it is received by the stated deadline, the District, or its consultants shall not responsible for Bids that may be received after the stated deadline — it is highly recommended to send early*). Bids received after the stated deadline will be deemed Non-Responsive and an email will be sent to the late Bidder stating so.

PLEASE NOTE THE ABOVE PROJECT NAME AND BID NUMBER IN YOUR EMAIL SUBJECT LINE; EMAILS AND OR BID DOCUMENTS WILL NOT BE OPENED UNTIL JANUARY 7, 2021 @ 2 P.M.

Bids will not be accepted from any bidder who does not attend one of the two pre-bid job walks. Bidders who attend a job walk will receive all addenda issued. (District contact: Tina Cullors, EH&A, <u>tina@ehanda.com</u> (714) 402-9504).

Each bid must conform and be responsive to this Invitation, the INFORMATION FOR BIDDERS, the SPECIFICATIONS, the PLANS, and all other documents comprising the pertinent CONTRACT DOCUMENTS, and must be accompanied by the Bid Security referred to therein. Copies of the CONTRACT DOCUMENTS may be obtained electronically at the following link below:

https://www.lsusd.net/Page/7107

Bid Pkg No.	Bid Package Title	Bid Package Description	License
1	Site Work	Earthwork, Grading, SWPPP, Demolition, Asphalt, Concrete, Rebar & Masonry	A
2	Plumbing	Site Plumbing & UG Site Utilities	A & C36 or C34 & C36
3	Electrical	Site Electrical	C10
4	Finishes	Finishes, Temporary Measures & Miscellaneous	В
5	Building Installation	Turn-Key Installation of Pre- Manufactured Building Complete	В

The project is being bid as "Bid Packages", as follows:

1.1.1 Pre-Qualification & Requirements

California Assembly Bill (AB) 1565 went into effect on January 1, 2014. AB 1565 requires ALL General Contractors and M/E/P Subcontractors be prequalified, if the project is valued at \$1 million or more and funded whole or in part with State Facility Bond funds, per...

<u>Public Contract Code 20111.5</u> enables districts to require prime contractors to be prequalified prior to accepting bids.

<u>Public Contract Code 20111.6</u> requires the district to do so for certain projects. This applies to prime contractors and MEP sub-contractors with the following licenses:

- General Contractors (A and B), Mechanical, Electrical, and Plumbing subcontractors (C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46)
- The District must receive complete applications at least ten (10) business days prior to the scheduled bid opening on any advertised project in order for the candidate to qualify for a

project in excess of \$1,000,000 and partially funded by the State. Pre-qualification approval will remain valid for one (1) calendar year from the date of notice of qualification except as noted in the pre-qualification documents.

- Link to law: http://www.leginfo.ca.gov/pub/11-12/bill/asm/ab_1551-1600/ab_1565_bill_20120930_chaptered.html
- Lakeside Union School District has contracted with Colbi Technologies to provide a webbased process for submitting to their Prequalified Contractor list called Quality Bidders. To get started <u>https://www.qualitybidders.com/users/sign_up</u>

Bidders submitting Bids for Bid Package 5 – Building Installation shall have contracted for and completed construction of a minimum three (3) California K-12 public school district modular classroom/gymnasium construction projects, with a contract value of at least 4,000,000 each, within the past 10 years.

Bidders submitting Bids for Bid Package 5 – Building Installation shall give evidence of at least ten (10) consecutive years' experience in the construction of modular school buildings in California. Such evidence will be submitted with bid and is a condition of award.

Each bid shall be submitted on the bid form provided within the bid documents. Each bid shall be accompanied by a satisfactory Bid Bond executed by the bidder and surety company, or certified check, or cashier's check in favor of the Lakeside Union School District, or cash, in an amount equal to ten percent (10%) of the bid. Said Bid Bond shall be given to guarantee that the bidder will execute the contract as specified, within three (3) working days after the notification of the award of the contract to bidder. Payment and Performance bonds shall be required. The awarded Contractors must submit originals with contract documents

WAGES: The Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the contract. Wage rates can be found at on the California Department of Industrial Relations web site at: <u>www.dir.ca.gov/dlsr</u>. It shall be mandatory upon the contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than said specified rates to all workers employed by them in the execution of the contract.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code, classification. Pursuant to subdivision (e) of Business and Professions Code section 7028.15 "a licensed contractor shall not submit a bid to a public agency unless he or she contractor's license number appears clearly on the bid, the license expiration date is stated, and the bid contains a statement that the representations are made therein are under penalty of perjury. Any bid not containing this information or a bid containing information which is subsequently proven false, shall be considered nonresponsive and shall be rejected by the public agency."

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations

pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No bidder may withdraw his bid for a period of SIXTY (60) days after the date set for the opening of bids.

Notice to Bidders Regarding Fingerprinting: Education Code section 45125.1 requires all entities having certain contracts with school districts to certify that employees of contractors who may have contact with pupils have not been convicted of serious or violent felonies as defined by statute. Prior to certification, contractors must have their employees fingerprinted and receive clearance from the California Department of Justice (DOJ).

Questions regarding this bid please contact Tina Cullors, Facilities Consultant with Eric Hall & Associates at <u>tina@ehanda.com</u>.

Miscellaneous Information

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above-stated time and place.

The bid documents are available at Lakeside Union School District website at: <u>https://www.lsusd.net/Page/7107</u>

There will be a mandatory Pre-Bid Conference at 12/2/20 and 12/9/20 at 9:00am at Tierra Del Sol Middle School, 9611 Petite Lane, Lakeside, CA 92040. Any Trade Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active license in the Trade of Work as designated in the Trade Contractor Scope of Work and must be properly licensed at the time of bid and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal

Trade Contractor's Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Each bidder shall submit with its bid — on the form furnished with the Contract Documents — a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq.

In accordance with California Public Contract Code Section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Contract. At the request and expense of the Trade Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Trade Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Trade Contractor.

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Trade Contractor to whom the Contract is awarded, and upon any subcontractor under such Trade Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

New Gymnasium / Tierra del Sol Middle School Lakeside Union School District Notice Inviting Bid Page 5 No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120.

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 this Bid Package.

Any request for substitutions pursuant to Public Contracts Code Section 3400 must be made at the time of Bid on the Substitution Request form set forth in the Contract Documents and included with the bid.

No telephone or facsimile machine will be available to bidders on the District premises at any time.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

INSTRUCTIONS TO BIDDERS

1. <u>Preparation of Bid Form</u>. Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder and submitted Bids shall be received **via email to: tina@ehanda.com;** bids will be opened via ZOOM publicly due to COVID-19. Bidders who attended the mandatory pre-bid job walk will be invited to Zoom bid opening via email.

****PLEASE NOTE THE ABOVE PROJECT NAME AND BID NUMBER IN YOUR EMAIL SUBJECT LINE; EMAILS AND OR BID DOCUMENTS WILL NOT BE OPENED UNTIL JANUARY 7, 2021 @ 2 P.M.****

Bids will not be accepted from any bidder who does not attend the pre-bid job walk and those who attend will receive any addendums that are issued. (District contact: Tina Cullors, EH&A, <u>tina@ehanda.com</u> (714) 402-9504).

The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

A bidder, to the extent qualified, may submit bids for more than one bid package. However, the bid for each bid package must be complete unto itself and must not be dependent on award, price, or some other condition relating to any other bid package. **Bidders** <u>MUST</u> **submit each bid package individually and separately.**

If a work item is contained in more than one bid package, it should be bid in each package and if necessary, a deductive change order will be issued to one or more subcontracts. **DO NOT leave out the cost of a** work item because it is covered in another bid package.

2. <u>Bid Security</u>. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

3. <u>Signature</u>. The bid form, all bonds, all designations of subcontractors, the Trade Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of

the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. <u>Modifications</u>. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered**.

5. <u>Erasures, Inconsistent or Illegible Bids</u>. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

6. <u>Examination of Site and Contract Documents</u>. Each bidder shall visit the site of the proposed Work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the Drawings, specifications, Addenda, Contract Documents and Trade Contractor Scope of Work. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. <u>Understanding of Schedule and Milestones</u>. Trade Contractor understands that it is one of multiple Trade Contractors that has been contracted to construct the Project. Trade Contractor must thoroughly study the proposed Outline Schedule, Phases, and Milestones and determine:

a. Timing of Work that will be performed by the Trade Contractor compared to other Trade Contractors

b. Duration of Work and whether the duration is reasonable based on the Trade Category of Work and that of the other Trade Contractors that will all be simultaneously working on the Project.

- c. The key Milestones and Phases for Trade Contractor's Work.
- d. The dates when Submittals and Shop Drawings are to be delivered and reviewed
- e. Dates anticipated for Punch Lists for the Project.

The Project Baseline Schedule shall be built by CM based on the Outline Schedule and each Trade Contractor's realistic input on the Outline Schedule. Trade Contractor's failure to participate in preparing the Trade Contractor Baseline Schedule and Project Baseline Schedule will be deemed to have failed to participate in critical coordination activities necessary to ensure the Project will be completed in the Contract Time. Trade Contractor is also notified of Trade Contractor's obligation to undertake Punch List Work at the end of the Project. Trade Contractor's Substantial Completion of Trade Contract Work does not result in release of Retention even if there are other Trade Contractors that must perform Work for several weeks or months after Trade Contractor's Work is Substantially Complete. Retention shall be released upon Completion of all Punch List Work for the Project.

8. <u>Withdrawal of Bids</u>. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

9. <u>Agreements and Bonds</u>. The Agreement form which the successful bidder, as Trade Contractor, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

10. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each Trade Contractor receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. Trade Contractor shall not utilize inclusion or duplication of Trade Contractor's Work in another Trade Contractor's scope of Work to determine items that may not be included or excluded in Trade Contractor's Work. The only method to determine whether Work of another Trade Contractor results in exclusion or inclusion of Work is through a Request for Information that is included in an Addendum. If discrepancies on Drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

- TO: Cindi Short, Balfour Beatty, cshort@bbus.com
- CC: Debra Vaughan-Cleff, StudioWC, debra@studiowc.net

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **eight (8)** working days prior to bid opening on December 28, 2020. Requests received less than **eight (8)** days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Lakeside Union School District not less than seventy-two (72) hours prior to bid opening.

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

12. <u>Award of Contract</u>. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.

13. <u>Bid Protest Procedure</u>. Any bidder may file a bid protest. The protest shall be filed in writing with the Project Manager for the CM Firm Balfour Beatty, not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. <u>Resolution of Bid Controversy:</u> Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. <u>Appeal</u>: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Lakeside Union School District, Erin Garcia, Assistant Superintend of Business Services, or their designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

Lakeside Union School District Business Department 12335 Woodside Avenue, Lakeside, CA 92040

c. <u>Appeal Review</u>: The Assistant Superintendent or their designee shall review the decision on the bid protest from the district's Facilities Consultant and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written

decision of the district Facilities Consultant or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further Appeals.

d. <u>Reservation of Rights to Proceed with Project Pending Appeal</u>. The District reserves the right to proceed to award the Trade Category of Work for the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with Work if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. <u>Finality</u>. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

14. <u>Evidence of Responsibility</u>. 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 financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

15. <u>Trade Contractor</u> is experienced working with other Trade Contractors and shall carefully study the Outline Schedule in the Contract Documents to determine where Trade Contractor's Work shall occur and the relative congestion of the areas where Trade Contractor Work shall occur. Trade Contractor is also aware that CM will be building a Project Baseline Schedule based on the input of all Trade Contractors so the dates shown on the Outline Schedule are only approximate dates and durations. The Project Baseline Schedule shall be built through the input of all Trade Contractors and is subject to reasonable change during the course of the Project.

16. <u>Listing Subcontractors</u>. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

17. <u>Workers' Compensation</u>. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Trade Contractor shall secure payment of compensation to all employees. The Trade Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Documents.

18. <u>Trade Contractor's License</u>. To perform the work required by this notice, the Trade Contractor must possess the Contractor's License as specified in the Trade Contractor Scope of Work, and the Trade

Contractor must maintain the license throughout the duration of the Contract. If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Trade Contractors calling for bids, such bid will not be considered and the Trade Contractor will forfeit its bid security to the District.

19. <u>Anti-Discrimination</u>. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Trade Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Trade Contractor agrees to require like compliance by any subcontractors employed on the work by such Trade Contractor.

20. <u>Preference for Materials and Substitutions</u>.

a. <u>One Product Specified</u>. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

b. <u>Request for Substitution</u>. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;
- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, any and all Drawings, specification, samples, performance data, calculations,

and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

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

21. <u>Disqualification of Bidders and Proposals</u>. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

22. <u>Unbalanced or Altered Bids</u>. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

23. <u>Employment of Apprentices</u>. The Trade Contractor and all Trade Contractor's Subcontractors shall comply with the provisions of California Labor Code including, but not limited to Sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Trade Contractor and any Subcontractor under him shall comply with the requirements of said Sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Trade Contractor shall have full responsibility for compliance with said Labor Code Sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

24. <u>Non-Collusion Declaration</u>. Public Contract Code Section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

25. <u>Wage Rates, Travel and Subsistence</u>.

a. The Trade Contractor and Trade Contractor's subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Trade Contractor shall obtain

copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

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

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half $(1\frac{1}{2})$ times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Trade Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Trade Contractor to whom the Contract is awarded, and upon any subcontractor under such Trade Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

26. <u>DIR Registration of Contractor and Subcontractors</u>. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DI's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and

New Gymnasium / Tierra del Sol Middle School Lakeside Union School District Instructions to Bidders Page 14 related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

27. <u>No Telephone or Facsimile Availability</u>. No telephone or facsimile machine will be available to bidders on the District premises at any time.

28. <u>Obtaining Bidding Documents</u>. Bidding Documents, may be obtained from:

Lakeside Union School District

https://www.lsusd.net/Page/7107

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

29. <u>Addenda</u>. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

30. <u>Debarment</u>. Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Trade Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Trade Contractor has done any of the following:

a. Intentionally or with reckless disregard, violated any term of a contract with the District

b. Committed an act or omission which reflects on the Trade Contractor's quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et seq., and Penal Code Section 72)

31. Off-Site Construction. Subcontractor shall comply with requirements of the City of Lakeside and affected utility suppliers for all work in the Public right-of-way and any area to be added to the right-of-way, by dedication or easement.

Grading, construction staging, and utility construction indicated off-site on private property shall comply with the requirements of letters of permission from the adjacent property owners as obtained by Owner.

32. Additional Contractors. The Contractor shall coordinate with any additional contractors contracted to perform work on or adjacent to this site.

CHECKLIST OF MANDATORY BID FORMS

(For Trade Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- **Designation of Subcontractors**
- **D** Bid Form
- Trade Contractor's Certificate Regarding Workers' Compensation
- □ Non-Collusion Declaration
- Bid Bond (or Bid Guarantee Form if Security is Other Than Bid Bond)
- □ Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- Acknowledgment of Bidding Practices Regarding Indemnity
- DVBE Participation Statement
- Trade Contractor's Certificate Regarding Drug-Free Work Place
- Trade Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

PRE-BID CLARIFICATION FORM (For Contractor's Use)

PROJECT NAME:	NEW GYMNASIUM / Tierra del Sol Middle School		
PROJECT NUMBER:	04-119233		
	Studio WC &		debra@studiowc.net &
TO:	Balfour Beatty	EMAIL:	cshort@bbus.com

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION		DRAWING	
NUMBER:		NUMBER:	

REQUESTED CLARIFICATION:

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Trade Contractor, who will perform work or labor or work or improvement to be performed under this Trade Contract, or a subcontractor licensed by the State of California who, under subcontract to the Trade Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Trade Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Trade Contractor shall list only one subcontractor for each such portion as is defined by the Trade Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Trade Contractor fails to specify a subcontractor, or if a Trade Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Trade Contractor's total bid, the Trade Contractor shall be deemed to have agreed that the Trade Contractor is fully qualified to perform that portion, and that the Trade Contractor alone shall perform that portion of the Work.

No Trade Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Trade Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Contact Info for Subcontractor	License Type and Number	Value of the Work	DVBE (Yes/No)	DIR Registration Number*

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder

Proper Name of Bidder:	
Date:	
Name:	
Signature of Bidder Representative:	
Address:	
Phone:	

BID FORM

For Bid Package No._____, Bid Package Title______

FOR

NEW GYMNASIUM

TIERRA DEL SOL MIDDLE SCHOOL

9611 Petite Lane, Lakeside, CA 92040

Project Application No. 04-119233 Bid No. 2021-04

FOR

LAKESIDE UNION SCHOOL DISTRICT

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TO: Lakeside Union School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other Contract Documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the Trade Contractor Category of Work, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Addenda, hereby proposes and agrees to perform within the time stipulated, the Trade Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Trade Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO.

NEW GYMNASIUM / Tierra del Sol Middle School

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Purchasing Office of said District for amounts set forth herein.

2. <u>BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:</u>

| Number |
|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | | | | | |

Acknowledge the inclusion of all Addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. <u>BASE BID IN WORDS & NUMBERS</u>:

DOLLARS

(\$_____)

ALLOWANCES:

Allowance shall be bid, as applicable to your bid package. Note that 6 allowance line items are listed below, only list allowances associated with the bid package this form is being submitted for.

Allowance #:	\$
Allowance #:	\$

4. <u>TOTAL BID IN WORDS & NUMBERS (includes BASE BID and applicable ALLOWANCES</u> for this bid package):

DOLLARS

(\$_____)

<u>TIME FOR COMPLETION</u>: The District may give a Notice to Proceed within ninety (90) days of the award of the bid by the District. Once the Trade Contractor has received the Notice to Proceed, the Trade Contractor shall diligently study and work with Construction Manager and other Trade Contractors to build a realistic Trade Contractor Baseline Schedule for the purpose of outlining the entire scope of Work and to complete the Work in the time specified in the Agreement. By submitting this bid, Trade Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Trade Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

5. It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Trade Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

- 6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:
- 7. Bid bond (10% of the Bid), certified check, or cashier's check (circle one)
- 8. The required List of Designated Subcontractors is attached hereto.
- 9. The required Non-Collusion Declaration is attached hereto.
- 10. The required Trade Contractor's Certificate Regarding Workers' Compensation is attached hereto.
- 11. The required Acknowledgment of Bidding Practices Regarding Indemnity is attached hereto.
- 12. The required DVBE Participation Statement is attached hereto.

13. The required Trade Contractor's Certificate Regarding Drug-Free Work Place is attached hereto.

14. The required Trade Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy is attached hereto.

15. The Substitution Request Form, if applicable, is attached hereto.

16. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Trade Contractor in the time specified in the Contract Documents.

17. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

18. <u>PROTEST PROCEDURES.</u> If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

19. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number:	
License Expiration Date:	
Name on License:	
Class of License:	
DIR Registration Number:	

If the bidder is a joint venture, each member of the joint venture must include the above information.

20. Time is of the essence regarding the completion of the Project in the Contract Time and within the Milestones set forth in the Outline Schedule, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

21. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

22. <u>DEBARMENT.</u> In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Trade Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Trade Contractor has done any of the following:

a. Intentionally or with reckless disregard, violated any term of a contract with the District;

b. Committed an act or omission which reflects on the Trade Contractor's quality, fitness or capacity to perform work for the District;

c. Committed an act or offense which indicates a lack of business integrity or business honesty; or

d. Made or submitted a false claim against the District or any other public entity. (See Government Code Sections 12650, et seq., and Penal Code Section 72)

23. <u>DESIGNATION OF SUBCONTRACTORS</u>. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company		
Name of Bidder Representative		
Street Address		
City, State, and Zip		
() Phone Number		
Phone Number		
<u>()</u>		
Fax Number		
E-Mail		
By:	Date:	
Signature of Bidder Representative		
New Gymnasium / Tierra del Sol Middle School		Bid Form

Lakeside Union School District

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

TRADE CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code Section 3700 in relevant part provides:

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

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

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

3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

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

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Trade Contractor's bid.

New Gymnasium / TDS MS Trade Contractor's Certificate Regarding Workers' Compensation Lakeside Union School District Page 28

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], 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].

Signed: _____

Typed Name: ______

BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the Lakeside Union School District or a certified check payable to the order of the Lakeside Union School District in an amount equal to ten percent (10%) of the base bid and allowances (\$_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _________ (hereafter called "Surety"), are hereby held and firmly bound unto the Lakeside Union School District (hereafter called "District") in the sum of ________ (\$______) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this ______ day of ______, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Bid Package for the Tierra Del Sol

New Gym Project.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway 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 said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court. IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

	By				
(Corporate Seal)		Principal's Signature			
		Typed or Printed Name			
		Principal's Title			
	By				
(Corporate Seal)	5	Surety's Signature			
		Typed or Printed Name			
		Title			
(Attached Attorney in Fact Certificate)		Surety's Name			
		Surety's Address			

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code Section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not "and/or equal" or is not accepted by District and I answer "no" I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Trade Contra Agrees Provide Specifi if reque Substit Denied (circle	ctor to e ed Item est to ute is 1 ¹	District (circle o	Decision ne)
1.				Yes	No	Grant	Deny
2.				Yes	No	Grant	Deny
3.				Yes	No	Grant	Deny
4.				Yes	No	Grant	Deny
5.				Yes	No	Grant	Deny
6.				Yes	No	Grant	Deny
7.				Yes	No	Grant	Deny
8.				Yes	No	Grant	Deny
9.				Yes	No	Grant	Deny
10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Trade Contractor agrees to pay for any DSA

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

- 1. The proposed Substitution does not affect the dimensions shown on the Drawings.
- 2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
- 3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
- 4. Maintenance and service parts will be available locally for the proposed substitution.
- 5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Trade Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 4.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
- 6. If Substitution Request is accepted by the District, Trade Contractor is still required to provide a Submittal for the substituted item pursuant to Article 4.7and shall provide required Schedule information (including schedule fragnets, if applicable) for the substituted item as required under Article 9.3.2.12. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Trade Contractor is relieved of Trade Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 4.7 and 9.3.2 if the Trade Contractor is awarded the Project.

Name of	Bidder:			
By:		 		
District:				

By: _____

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: Lakeside Union School District

RE: Project Number: 2021-04

Construction Contract for Bid Package #_____

Please be advised that with respect to the above-referenced Project the undersigned Trade Contractor on behalf of itself and all Trade Contractor's subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Lakeside Union School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, *et seq.*)

Project Name: Tierra Del Sol New Gym

Bid No.: <u>2021-04</u>

DSA No.: 04-119233

The undersigned, on behalf of the Trade Contractor named below, certifies that the Trade Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers.

Check only one of the following:

- □ The Trade Contractor was unable after reasonable efforts to secure DVBE participation in the Trade Contract for the above-referenced Project/Bid No. However, the Trade Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Trade Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Trade Contractor, and in any change orders, for the above-referenced Project.

Company:	
· ·	_

Name: ______ Title:

Signature: _____

Date:

New Gymnasium / Tierra del Sol Middle School DVBE Requirements Participation Statement Lakeside Union School District Page 37

TRADE CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Trade Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.

2. Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The person's or organization's policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations;

3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by Section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Lakeside Union School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE:_____

TRADE CONTRACTOR

By:_____

Signature

New Gymnasium / TDS MSTrade Contractor's Certificate Regarding Drug Free WorkplaceLakeside Union School DistrictPage 38

TRADE CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Trade Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on District property and in District vehicles. The Trade Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE:_____

Trade Contractor

By:_____Signature

[End of Bid Documents to be Submitted with Bid]

FORM AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 20__ in the County of San Diego of the State of California, by and between the Lakeside Union School District, hereinafter called the "District", and ______, hereinafter called the "Trade Contractor".

WITNESSETH that the District and the Trade Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK: The Trade Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and shall coordinate and sequence Trade Contractor's Work under the Direction of Construction Manager and District and in cooperation with other Trade Contractors on the Project to perform and complete all Work required in connection with Trade Contract Number BP for Tierra Del Sol New Gym Project in strict accordance with the Contract Documents enumerated in Article 7 below. The Trade Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Trade Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Construction Manager, Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Trade Contractor from fully complying with the Contract Documents and the Trade Contractor protests, in accordance with the requirements of the Contract Documents, that the act or omission is preventing the Trade Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Trade Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Trade Contractor has received a notice to proceed, the Trade Contractor shall develop a Trade Contractor Baseline Schedule consistent with Outline Schedule of Work for Trade Contractor's Scope of Work and Trade Contractor's Work shall reach Substantial Completion (See Article 2.1.55) of the Work within ______(__) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 9.1.1). It is expressly understood that time is of the essence.

Trade Contractor has thoroughly studied the Project and has satisfied itself that the duration set forth for the Contract Time and the duration provided for Trade Contractor's Scope of Work for this Project is adequate for the timely and proper completion of the Project within each milestone set forth in the Outline Schedule and within the Contract Time. Further, Trade Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Section 9.3.2.12, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Trade Contractor will pay the District the sum of Five hundred (\$500.00) per calendar day for each and every day of delay attributable to Trade Contractor's critical path delay to the Project Baseline Schedule that delays Key Milestones for delivery of Phases or cause delay to the Contract Time set forth in Article 2 of this Agreement as Liquidated Damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Trade Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due Trade Contractor under the Contract (See Article 10.6 and 3.2 of the General Conditions).

New Gymnasium / Tierra del Sol Middle School Lakeside Union School District Form Agreement Page 41 ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Trade Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of ______ DOLLARS (\$______), said sum being the total amount stipulated in the Bid Trade Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Trade Contractor and the District, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Trade Contractor proceeds with a Change in work without an agreement between the District and Trade Contractor regarding the cost of a Change Order, the Trade Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Trade Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Trade Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Trade Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of (See Article 4.16).

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

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

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

Trade Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees,

New Gymnasium / Tierra del Sol Middle School Lakeside Union School District on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this 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 inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction (See Article 2.2.1.5)

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids Instructions to Bidders Designation of Subcontractors Non-Collusion Declaration Bid Guarantee Form Bid Bond Bid Form Trade Contractor's Certificate Regarding Worker's Compensation Acknowledgment of Bidding Practices Regarding Indemnity **DVBE** Participation Statement and Close-Out Forms Agreement Form Payment Bond Performance Bond Guarantee Escrow Agreement for Security Deposit In Lieu of Retention Workers' Compensation/Employers Liability Endorsement General Liability Endorsement Automobile Liability Endorsement Trade Contractor's Certificate Regarding Drug-Free Workplace Trade Contractor's Certificate Regarding Alcohol and Tobacco Trade Contractor's Certificate Regarding Background Checks General Conditions Supplementary and Special Conditions Outline Schedule Trade Contractor Scope of Work Specifications All Addenda as Issued Drawings/Plans Substitution Request Form

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed

for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE) (See Article 14.7.2).

The following are hereby referenced and made a part of this Agreement and Trade Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)

2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7(and Davis Bacon, if applicable) and Article 14.11 of the General Conditions, records of both the District and the Trade Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - TRADE CONTRACTOR'S LICENSE: The Trade Contractor must possess throughout the Project a Class _____ Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Lakeside Union School District

TRADE CONTRACTOR:

By:_____

Typed or Printed Name

By: ____

Assistant Superintendent

Title

Dated: _____

Signature

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

New Gymnasium / Tierra del Sol Middle School Lakeside Union School District

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the LAKESIDE UNION SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _______ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _______ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We,	, the undersigned
Contractor, as Principal; and	, a corporation organized and existing
under the laws of the State of,	and duly authorized to transact business under the laws
of the State of California, as Surety, are held and	firmly bound unto the LAKESIDE UNION SCHOOL
DISTRICT and to any and all persons, companies,	or corporations entitled by law to file stop notices under
California Civil Code Section 9100, or any person	n, company, or corporation entitled to make a claim on
this bond, in the sum of	Dollars (\$),
such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under
the terms of said Contract, for which payment w	ill and truly to be made, we bind ourselves, our heirs,
executors and administrators, successors and assig	ns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, 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 due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any

New Gymnasium / Tierra del Sol Middle School Lakeside Union School District Payment Bond Page 46 person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any Obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the_____ day of _____, 20___.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____ Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to: (Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
Telephone:	Telephone:

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF

On ______, before me, ______, personally appeared ______, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of ______ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

) ss.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires:

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

New Gymnasium / Tierra del Sol Middle School Lakeside Union School District

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _______, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, ______, the undersigned Contractor, as Principal, and ______, a corporation organized and existing under the laws of the State of ______, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the LAKESIDE UNION SCHOOL DISTRICT in the sum of ______ Dollars (\$______), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her 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 said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

New Gymnasium / Tierra del Sol Middle School Lakeside Union School District Performance Bond Page 49

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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 to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

	By:	
	SURETY:	
	Ву:	Attorney-in-Fact
The rate of premium on this bond is		per thousand.
The total amount of premium charged: \$ a corporate surety).	<u>.</u>	(This must be filled in by

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to: (Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
Telephone:	Telephone:

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)) ss.

COUNTY OF

On ______, before me, ______, personally appeared ______, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of ______(Surety) and acknowledged to me that by his/her/their signature(s) their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the

signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires:

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

GUARANTEE

Guarantee for			·	We	hereby	guarant	ee that	the
	, which	we	have	insta	alled	in		
	has been	done in	accorda	nce v	with the	Contract	Docum	nents,
including without limitation, the drawin	igs and spec	ifications	, and tha	t the v	work as	installed [•]	will fulfi	ll the
requirements included in the bid docume	ents. The u	ndersigne	d and its	surety	agrees	to repair	or replac	e any
or all such work, together with any other	er adjacent v	work, whi	ich may l	be dis	placed in	n connect	ion with	such
replacement, that may prove to be	defective	in work	manship	or	material	within	a perio	d of
One (1) year from	m the date	of the No	otice of	Comp	letion of	f the abo	ve-menti	ioned
structure by the Lakeside Union School	ol District,	ordinary	wear and	d tear	and un	usual abu	ise or ne	glect
excepted.								

In the event the undersigned or its Surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within two (2) business days in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

(Proper Name)	(Proper Name)
By:	By:
(Signature of Trade Contractor)	(Signature of Trade Contractor if for Subcontractor)
Representatives to be contacted for service:	
Name:	
Address:	
Phone Number:	

New Gymnasium / Tierra del Sol Middle School Lakeside Union School District

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow	Agreement is m	ade and entered	d into by and	between the	Lakeside	Union	School
District,	_	, Califor	nia	, hereinaft	er called	"Owner	r", and
	whose a	address is		, he	ereinafter	called	"Trade
Contractor", and		whose	address is			, here	einafter
called "Escrow Agent	ť".						

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Trade Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Trade Contractor for _________ in the amount of ________ dated ________ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Trade Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Trade Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Trade Contractor. Securities shall be held in the name of the Owner, and shall designate the Trade Contractor as beneficial owner.

2. The Owner shall make progress payments to the Trade Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Trade Contractor until such time as the escrow created under this Contract is terminated. The Trade Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Trade Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Trade Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Trade Contractor and shall be subject to withdrawal by Trade Contractor at any time and from time to time without notice to the Owner.

6. Trade 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 the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Trade Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Trade Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under Article 3.2, Article 10.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

New Gymnasium / TDS MSEscrow Agreement for Security Deposits in Lieu of RetentionsLakeside Union School DistrictPage 54

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Trade Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Trade 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 moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Trade Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Trade Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Trade Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title
Name
Signature
Address
On behalf of Trade Contractor:
Title
Name
Signature
Address

On behalf of Agent:

Title
Name

Signature

Address

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

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

OWNER

TRADE CONTRACTOR

Title	Title
Name	Name
Signature	Signature

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the Lakeside Union School District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. <u>General Liability Insurance</u>: Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

(Title)		(Department)
(Company)		
(Street Address)		
(City)	(State)	(Zip Code)
()(Telephone Number)		

2. <u>Workers' Compensation/ Employer's Liability Insurance</u>: Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. <u>Automobile Liability Insurance</u>: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn:

(Title)		(Department)	
(Company)			
(Street Address)			
(City)	(State)	(Zip Code)	

DATE:_____

TRADE CONTRACTOR

By:____

Signature

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) TRADE CONTRACTOR CLOSE-OUT STATEMENT

The Trade Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Project Name: <u>Tierra del Sol MS New Gym</u>

Bid No.: <u>2021-04</u>

DSA No.: 04-119233

Name	Address/Phone	Category of Work*	\$ Amount of Contract

* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned,	on behalf of the Trade Contractor, cert	tifies that DVBE par	ticipation on the Trade Contract
for Bid No	equaled	dollars (\$), which represents
approximately	percent (%) of the total Trac	de Contract price in	cluding change orders for the
Project.			

Company	y:		_

Name:_____

Title:_____

Signature: _____

Date: _____

New Gymnasium / Tierra del Sol Middle School DVBE Trade Contractor Close Out Statement Lakeside Union School District Page 59

TRADE CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(Modernization Projects)

_____ certifies that it has performed one of the following:

[Name of Trade Contractor/consultant]

Pursuant to Education Code Section 45125.1, Trade Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Lakeside Union School District, pursuant to the contract/purchase order dated ______, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Trade Contractor will ensure the safety of pupils by one or more of the following methods:
 - **1**. The installation of a physical barrier at the worksite to limit contact with pupils.
 - □ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date_____, 20____

[Name of Trade Contractor/Consultant]

By its:_____

ATTACHMENT A:

TRADE CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

ARTICLE 2 DEFINITIONS

2.1 BASIC DEFINITIONS

<u>NOTE</u>: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project.

2.1.1 <u>Action of the Governing Board</u> is a vote of a majority of the District's Governing Board.

2.1.2 <u>Act of God</u> is defined as only including earthquakes in excess of 3.5 on the Richter Scale and Tidal waves as defined under Public Contract Code Section 7105.

2.1.3 <u>Approval</u> means written authorization through action of the Governing Board. The Governing board has delegated to the Assistant Superintendent the authority to approve certain modifications, Change Orders or Immediate Change Directives (Subject to the limits of the Delegation of Authority provided by the Board). In no case shall the Assistant Superintendent have authority to approve total Change Orders or Modifications to the Project exceeding 10% of the Contract Sum.

2.1.4 <u>Architect</u> means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the Work of construction and interpret the Drawings, Specifications, Addenda and other Contract Documents for the Project. (See Article 4)

2.1.5 <u>As-Builts</u> are a set of Plans and Specifications maintained by the Trade Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Payment Application and a requirement for Contract Close-Out. (See Article 4.18)

2.1.6 <u>Beneficial Occupancy</u> is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all fire/ life safety items are approved and operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if fire/ life safety items are not approved and operational. Taking occupancy on a structure that is under a fire watch is not considered Beneficial Occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 2.1.55.

2.1.6.1 Trade Contractors shall not treat Beneficial Occupancy as completion or Substantial Completion. Substantial Completion is only reached based on 2.1.55. Completion for Final Payment and Retention Payment are further addressed in Article 9.

2.1.7 <u>BIM</u> stands for Building Information Modeling, which is an electronic modeling system that may be used to design, model and coordinate the Work of the Trade Contractors for the Project.

2.1.8 [NOT USED.]

2.1.9 <u>Change Order (CO).</u> A CO is a written instrument prepared by the Construction Manager and signed by the District (as authorized by the District's Governing Board), the Trade Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. (See Article 8.2)

2.1.10 <u>Change Order Request (COR)</u>. A COR is a written request supported by backup documentation prepared by the Trade Contractor requesting that the District and the Construction Manager issue a CO based upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 8.6)

2.1.11 <u>Claims</u>. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Trade Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Trade Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. (See Article 5.6)

2.1.12 <u>Clash or Coordination Check</u> is a Construction Manager generated report utilizing the BIM program and a process utilized by Construction Manager to address inconsistencies, areas for coordination, and identification of Trade Contractor Work that may need to be redirected, moved, or resequenced. CM may not use the entire Clash Check Report. They may select certain areas or items to review during Initial Trade Contractor Coordination Meetings. This coordination or resequencing is undertaken as part of the Project Baseline Schedule process and is primarily conducted during the early part of the Contract prior to the actual start of construction at Initial Trade Contractor Coordination meetings.

2.1.13 <u>Close-Out</u> means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). (See Article 10.9)

2.1.14 <u>Construction Change Document (CCD).</u> A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A for work affecting structural, access or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required). Both CCD Category A and Category B shall be set forth in DSA Form 140 and submitted to DSA as required. (See Article 8.3)

2.1.15 <u>Complete/ Completion/ Final Completion</u> means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In

most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

2.1.16 <u>Completion Date</u> is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. (See Article 2.1.55)

2.1.17 <u>Construction Manager (CM).</u> The Construction Manager is a consultant to the District contracted to perform Project planning, scheduling, coordination, and management of the construction of the Project. The CM shall coordinate and revise Trade Contractor Baseline Schedules and prepare an overall Project Baseline Schedule that meets all Milestones and results in completion of the Project within the Contract Time. CM shall also monitoring the progress of the construction, review, monitor, and enforce the schedule, oversee the progress of Work, monitoring pay requests, facilitate communications with Trade Contractors and the Design Team, advise the District and its Board of Education on various aspects of the construction process, monitor the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

2.1.18 <u>Contract or Agreement</u> when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

2.1.19 Contract Documents (sometimes referred to as Construction Documents) consist of the Agreement between District and Trade Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Trade Contractor Scope of Work, Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Trade Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and Trade 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.

2.1.20 <u>Contract Time</u> is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Trade Contractor has to complete the Project". (See Article 9.1.1)

2.1.21 <u>Contractor, District, and Architect</u> are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District" or Lakeside Union School District.

2.1.22 <u>Cure</u> is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Trade Contractor's Default. Specific time periods are

provided to Cure and Correct a Trade Contractor Default under Article 14 and for a Partial Default under Article 3.2 as well as elsewhere in the Contract Documents.

2.1.23 <u>Days</u> mean calendar days unless otherwise specifically stated.

2.1.24 <u>Default</u> is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at District's discretion. (See Article 3.2)

2.1.25 <u>Design Team</u> is the Architect, Engineers, and the CM. Although the CM is part of the Design Team, the CM shall not be construed as the Architect or Design Professional.

2.1.26 <u>Dispute</u> is a disagreement on terms or conditions of the Project where the Trade Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the District or Architect. A Dispute only rises to the level of a Claim once the Dispute is assembled with back-up documentation and presented for evaluation. (See Article 5.6)

2.1.27 <u>District Representative</u> is the person designated by the District to represent the District during the Construction for the Project. This District Representative may have the delegated authority as further defined in Article 2.1.3. This District Representative may be an employee of the District, and may also include CMs who shall have the authorities as set forth in Article 2.1.3. The CM is responsible to work with Trade Contractors and coordinate Baseline Schedules, Update Schedules, and work with Trade Contractor, Architect, and Inspector shall have a primary contact with the District's CM who will advise the District.

2.1.28 <u>Drawings/Plans</u> 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. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

2.1.29 <u>DSA</u> is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Trade Contractor has submitted a bid for the Project since Trade Contractor is familiar with Trade Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Trade Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved Plans, Specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). See DSA website at http://www.dgs.ca.gov/dsa.

2.1.30 <u>Emergency</u> shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able to occupy the school when students arrive to use the facility, danger from the facility or from outside the

facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

2.1.31 <u>Float</u> the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. (See Article 9.1.5)

2.1.32 [NOT USED.]

2.1.33 <u>Immediate Change Directive</u> (ICD) is a written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. (See Article 8.3)

2.1.34 <u>Initial Trade Contractor Coordination Meetings</u>. There shall be a series of Initial Coordination Meetings to establish protocols, Trade Contractor Coordination Requirements, Trade Contractor Baseline Durations, and to undertake BIM Clash Check Detection and Conflict Resolution Analysis and resolution. Participation in all Initial Coordination Meetings is mandatory.

2.1.35 <u>Inspector of Record (IOR)/ Project Inspector (PI)/ Inspector</u> is the individual retained by the District in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

2.1.36 <u>Notice of Non-Compliance (DSA Form 154)</u> is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. (See Article 8.1.2)

2.1.37 <u>Notice to Proceed (NTP)</u> is a written notice provided by the District after bids are awarded and contractually required paperwork and submissions are completed noticing Trade Contractors that Work may proceed. The NTP represents the formal commencement of Work.

2.1.38 <u>Outline Schedule is a general representation of the Schedule for the Work of the Project</u> utilized to illustrate anticipated Trade Contractor durations, Phasing, Milestones, and the anticipated general sequencing necessary to complete the Project within the Contract Time.

2.1.39 <u>Payment Application or Certificate of Payment</u> is the Trade Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificate of Payment", "Request for Payment", "Payment Application", or similar terms and shall follow the Schedule of Values that are approved by the Architect, Inspector and District. See Article 10.3.

2.1.40 <u>Project</u> is the complete construction of the Work performed in accordance with the Contract Documents.

2.1.41 <u>Project Manual</u> is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

2.1.42 <u>Provide</u> shall include "provide complete in place," that is "furnish and install complete."

2.1.43 <u>Punch List/ Punch Item/ Incomplete Punch Item</u> is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work

required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. (See Article 10.9)

2.1.43.1 *Trade Contractor's List of Punch Items* is a list of minor repair items the Trade Contractor submits when the Trade Contractor considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the Trade Contractor's representation that the Project is Substantially Complete. (See Article 10.9.1)

2.1.44 <u>Request for Information (RFI)</u> is a written request prepared by the Trade Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Trade Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions. (See Article 8.4)

2.1.45 <u>Request for Proposal (RFP)</u> is a written request prepared by the Architect (and/or CM) requesting the Trade Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. (See Article 8.5)

2.1.46 <u>Safety Orders</u> are those issued by any city, county, state or federal agency having jurisdiction over the Project.

2.1.47 <u>Schedule</u> is the Trade Contractor's view of the practical way in which the Work will be accomplished within the Contract Time based on the Outline Schedule provided in the Contract Documents. In this Agreement, the Trade Contractor will prepare and provide a Trade Contractor Baseline Schedule to address Milestones and timing of the Work of Trade Contractor based on the Outline Schedule provided in the Contract Documents. This Trade Contractor Baseline Schedule will be evaluated by CM and incorporated into a Project Baseline Schedule which governs the Trade Contractor's Work to be completed during the Contract Time and shall include all items listed under Article 9.3.2.12. See Article 8 of the General Conditions.

2.1.48 <u>Schedule of Values</u> is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 10.2.2)

2.1.49 <u>Separate Contracts</u> are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Trade Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Trade Contractor's Schedule. (See Article 6)

2.1.50 <u>Site</u> 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.

2.1.51 <u>Specifications</u> 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.

2.1.52 <u>Standards, Rules, and Regulations</u> referred to are recognized printed standards and shall be considered as one and a part of these Specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

2.1.53 <u>Stop Work Order, or an Order to Comply</u>, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order

2.1.54 <u>Subcontractor</u>, as used herein, includes those having direct or indirect contracts with Trade Contractor and ones who furnished labor, material or services for a special design according to Plans, Drawings, and Specifications of this Work.

2.1.55 <u>Substantial Completion/ Substantially Complete(d)</u> is not reached unless and until each of the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch List Items (See Article 10.9.1.2); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, and all building systems including mechanical, electrical and plumbing are all functioning; (3) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (4) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Dates mean Substantial Completion Date.

2.1.56 <u>Substitution</u> is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Trade Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 4.10.

2.1.57 <u>Supplementary Conditions/ Supplementary General Conditions/ Special Conditions</u> are terms that are sometimes used interchangeably and refer to any additional requirements or changes to the General Conditions or other documents as noted.

2.1.58 <u>Surety</u> is the person, firm, or corporation that executes as a bid bond, Payment bond or Performance Bond guarantor on the Trade Contractor's Bid, Trade Contractor's Performance on the Contract and Payment of the Trade Contractor's Subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Trade Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

2.1.59 <u>Trade Contractor</u> is one of the multiple prime Trade Contractors that perform work under the direction of a CM. The Trade Contractors as a whole perform various segments of the Work so the entire Work of the Project may be completed. Each Trade Contractors Work is dependent on other Trade Contractor's Work and shall be assembled as a whole so the Project may be delivered ad a complete operational Project fit for occupancy, and utilized for its intended purpose and so the Project may be completed in the Contract Time.

2.1.60 [NOT USED.]

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

2.1.62 <u>Workers</u> include laborers, workers, and mechanics.

2.2 <u>EXECUTION, CORRELATION AND INTENT</u>

2.2.1 <u>Correlation and Intent</u>

2.2.1.1 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. All Contract Documents identified in Trade Contractor Scope of Work and related to or required to provide a completed assembly or Project assembly form the Trade Contractor's Contract with the District. Trade Contract Work includes any item of Work mentioned or referenced in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Trade Contractor as if shown or mentioned in both. Trade Contractor is bound to provide the Work complete and is under a legal duty to carefully study Plans and schedule operations well ahead of time and identify inconsistencies with the Plans and Specifications and call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Section 4-343(b) of Title 24.

2.2.1.2 Work to be Complete. Trade Contractor has thoroughly studied the Contract Documents and understands that the District contracted with Trade Contractor to provide a complete Scope of Work for the Project which means complete systems and buildings. The entire set of Contract Documents shows a complete Project and Trade Contractor agrees that there are multiple disciplines putting together a set of Contract Documents. Thus, if portions of a system are shown on some Drawings and not others, this does not mean the Trade Contractor is to only provide part of a system. For example, if an air conditioning unit is shown on the mechanical Drawings, the plumbing for the air conditioning is shown on another Drawing, and the electrical shown on the electrical Drawings, the Trade Contractor is to provide a complete and working air conditioning system unless specifically noted otherwise on Scope of Work. If there are any questions, Trade Contractor is to submit a RFI on the prescribed RFI form before excluding any item from its bid, and a response will be provided and included as an Addendum. Failure to request clarification shall be conclusive that Trade Contractor intended to provide a complete system or assembly. The only time when an item is supplied incomplete is if the system is shown specifically as incomplete since others will be completing the system. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

2.2.1.3 *Coverage of the Drawings and Specifications*. The Trade Contractor Scope of Work in conjunction with the Drawings and Specifications generally describe the Work to be performed by Trade Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment

required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Trade Contractor. The Trade Contractor is responsible for the whole Project as contractually set forth as the Contract Documents. It is intended that the Work be of sound, quality construction, and the Trade 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.

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

2.2.1.5 *Conformance with Laws.* Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted. Any references to codes, statutes, regulations, governmental forms or documents including documents issued by DSA shall include any subsequent revisions or updates thereto.

Before commencing any portion of the Work, Trade Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such checking shall include review of Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Trade Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents, Trade Contractor shall, within five (5) days, notify the Inspector, Architect and District in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of the project. (See Title 24 Section 4-343)

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

2.2.1.6 Ambiguity and Inconsistency. Before commencing any portion of the Work, Trade Contractor shall carefully examine all Drawings and Specifications and other information given to Trade Contractor as to materials and methods of construction and other Project requirements. Prior to commencing any portion of the Work, Trade Contractor shall notify Architect and District in writing of any perceived or alleged error, inconsistency, conflict, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Trade 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, Trade 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. Trade Contractor shall maintain an adequate inspection system and perform personal observations and review work and pre-plan the Project

to ensure the Work performed under the Contract conforms to Contract requirements. Trade Contractor shall maintain records of such review and observation to ensure strict compliance with the terms of the Contract.

2.2.1.7 *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 of the same construction are shown in outline only, the complete or more detailed shall apply to the Work which is shown in outline.

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

2.2.2 <u>Addenda and Deferred Approvals</u>

2.2.2.1 *Addenda* are the changes in Specifications, Drawings, Contract Documents, and Plans which have been authorized in writing by the District or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

2.2.2. *Deferred Approvals.* Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. (See Article 4.9.1 and 4.9.3) The Deferred Approval item cannot be fully detailed on the originally approved Drawings or Specifications because of variations in product design and manufacture. Contract Documents which require Deferred Approval items are meant to be for illustration purposes only. Approval of Plans for such a portion of the Work may be deferred until the material suppliers and Subcontractors are selected. All Deferred Approvals are noted in the Plans and Specifications. Trade Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Trade Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshall. Trade Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Trade Contractor shall Schedule all Deferred Approval items in the Project Baseline Schedule and Schedule Updates under Article 4.9.6 and 9.3.2

2.2.3 <u>Specification Interpretation</u>

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

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

2.2.3.3 *General Conditions*. The General Conditions and Supplementary General Conditions are a part of the Contract Documents which further defines and refines the Contract entered between the Trade Contractor and District.

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

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

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

2.2.3.7 *Standard Specifications*. Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect at the date of the Trade Contractor's proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Trade 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.

2.2.4 <u>Rules of Document Interpretation</u>

- 2.2.4.1 In the event of conflict within the Drawings, the following rules shall apply:
 - a. General Notes, when identified as such, shall be incorporated into other portions of Drawings.
 - b. Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.
 - c. Larger scale Drawings shall take precedence over smaller scale Drawings.
 - d. At no time shall the Trade Contractor base construction on scaled Drawings.

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

2.2.4.3 If Trade Contractor observes that Drawings and Specifications are in conflict, Trade Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.

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

- a. General Conditions take precedence over Drawings and Specifications.
- b. Supplemental Conditions take precedence over General Conditions.
- c. The Agreement Form shall take precedence over the Supplemental Conditions.
- d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.
- e. Addenda shall take precedence over Drawings and Specifications.
- f. General Conditions shall take precedence over Addenda.
- g. Drawings and Specifications take precedence over the Soils Report.

2.3 <u>OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND</u> <u>OTHER DOCUMENTS</u>

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

ARTICLE 3 DISTRICT

3.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

3.1.1 <u>Site Survey</u>

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

3.1.2 <u>Soils</u>

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

3.1.3 Soil Report part of the Contract Documents: Trade Contractor Reliance

A soils investigation report has been obtained from test holes at the Site, and such report is incorporated into this Contract and made available for the Trade Contractor's use in preparing its bid and Work under this Contract. Where the Plans and Specifications are more specific and provide more significant structure, systems, reinforcing, thicknesses, or construction methods, the Drawings shall control over the soils report. The soils report is available at the Architect's office for review and it is Trade Contractor's responsibility to ensure that Trade Contractor has reviewed the soils investigation report. Any information obtained from such report or any other information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Trade Contractor encounters subsurface conditions which differ materially from those indicated in the soils report, then Trade Contractor shall notify the District within five (5) calendar days of discovery of the condition, and changes to the Contract Price may be made in accordance with Article 7 entitled "Changes in the Work." Trade Contractor agrees that no claim against District will be made by Trade Contractor for damages and hereby waives any rights to damages in the event the Trade Contractor fails to notify District within the five-day period mentioned above.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. TRADE CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH THE **REQUIREMENTS OF THE SOILS INVESTIGATION REPORT.** TRADE CONTRACTOR UNDERSTANDS THAT PLANS. DRAWINGS AND SPECIFICATIONS SUPERSEDE THE SOILS REPORT IF THERE ARE CONFLICTS. FURTHER, IN ADDITION TO THE INFORMATION IN THE SOILS REPORT, TRADE CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND TRADE CONTRACTOR IS FULLY **RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF**

DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

3.1.4 <u>Utilities</u>

3.1.4.1 *Location of Point of Connection.* The locations shown for the point of connection are approximate. It shall be the responsibility of the Trade Contractor to determine the exact location of all service connections.

3.1.4.2 *Regional Notification Center*. Trade Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) business days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. See Government Code Section 4216.3. No excavation shall be commenced and carried out by Trade Contractor unless such an inquiry identification number has been assigned to Trade Contractor or any Subcontractor of Trade Contractor and the District has been given the identification number by Trade Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Trade Contractor. Trade Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code Section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification and shall not be considered for extension of time pursuant to Article 9.4.

3.1.4.3 *Utilities - Removal and Restoration.* The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the main or trunklines located on the Drawings are approximate locations and not exact.

No excavations were made to verify the locations shown for underground utilities. Other than the main or trunkline, which the District has endeavored to locate on the Plans, service connections or laterals to these utilities may not be shown on the Plans. It shall be the responsibility of Trade Contractor to determine the exact location of all service connections. Trade Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. Trade Contractor shall immediately notify the District's representative as to any utility main or trunkline discovered by Trade Contractor in a different position than provided by the Regional Notification Center. With respect to main or trunklines, Trade Contractor is to immediately notify District if the location is substantially different than as shown in the Contract Documents.

Trade Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Trade Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

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

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

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

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the Plans or is in a position different from that shown on the Plans and were it in the position shown on the Plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to Trade Contractor, or will require Trade Contractor to do such work in accordance with Article 7 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Article 7 herein.

No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of Trade Contractor to investigate to find out whether said cost is required to be borne by the owner of the utility.

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

3.1.5 Existing Utility Lines; Removal, Relocation

3.1.5.1 *Main or Trunkline Facilities*. If Trade Contractor, while performing the Contract, discovers utility facilities not identified in the Contract Documents, Trade Contractor shall notify the District and utility in writing prior to commencing work.

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

Trade Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities located in a substantially different location than in the Plans and Specifications, and for equipment in use on the Project necessarily idled during such work. This Work shall be performed in accordance with Article 7 of these General Conditions.

3.1.5.2 *Assessment*. Nothing in these subparagraphs shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such

utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site and could be inferred from the Main or Trunkline shown on the Drawings.

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

3.1.6 <u>Easements</u>

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

3.2 <u>DISTRICT'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A</u> <u>SPECIFIC SEGREGATED AREA OF WORK (TWO (2) BUSINESS DAY NOTICE TO</u> <u>CURE AND CORRECT)</u>

If Trade Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 3.2.1) Trade Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Trade Contractor's Work and take over that segregated area of Work includes, but is not limited to:

- 1. Failure to supply adequate workers on the entire Project or any part thereof;
- 2. Failure to supply a sufficient quantity of materials;
- 3. Failure to perform any provision of this Trade Contract;
- 4. Failure to comply with safety requirements, or due to Trade Contractor creation of an unsafe condition;
- 5. Cases of bona fide emergency;
- 6. Failure to order materials in a timely manner;
- 7. Failure to prepare Deferred Approval items or Shop Drawings in a timely manner;
- 8. Failure to comply with submission of Trade Contractor's Baseline or Update Schedule, failure to comply with Project Baseline Schedule or Update Schedule, meet critical Milestones which may result in a delay to the critical path, or Delay the Contract Time;
- 9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code Section 4100, et seq.
- 10. Failure to meet the requirements of the Americans with Disabilities Act;

- 11. Failure to complete Punch List work;
- 12. Failure to proceed on an Immediate Change Directive
- 13. Failure to correct a Notice of Deviation

If during the two (2) business day period, the Trade Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 3.2 notice, the District may copy the Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of Emergency or critical path delay, the Surety has the option to take over and complete the Work described in the written notice if Surety personally delivers notice to District that it intends to perform such work. In the case where written notice has been provided, the District shall allow Surety seven (7) days to perform the Work.

3.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and Right to Cure under Article 3.2 ("Article 3.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided on the Bid submitted and copied to the Project Superintendent).

3.2.2 <u>Shortened Time for Partial Default in the Case of Emergencies.</u>

In an Emergency situation, the District may correct any of the deficiencies described in Article 3.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

3.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the District may correct any of the deficiencies described in Article 3.2 without prejudice to other remedies providing service of written notice of critical path delay to the Trade Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the critical path and prescribe the length of shortened time to cure, if any.

3.2.4 <u>Written Notice of Partial Default to be Deducted by Deductive Change Order</u>

The District shall have the right to determine the reasonable value of the Article 3.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 8.7.4.

ARTICLE 4 THE TRADE CONTRACTOR

4.1 <u>SUPERVISION AND CONSTRUCTION PROCEDURES</u>

4.1.1 <u>Trade Contractor</u>

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

- a. *Responsibilities*. It is the duty of Trade Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. Trade Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
- b. *Performance of the Work.* Trade Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Plans and Specifications, Trade Contractor shall correct the Work immediately.

4.1.2 <u>Trade Contractor Responsibility to Study the Plans and Specifications and Plan for</u> <u>Coordination with Other Trade Contractors</u>

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved Plans, Specifications, Change Orders, Construction Change Documents, and as required by law. (See Title 24 Section 4-343). Trade Contractor shall also establish likely conflicts with the Work of other Trade Contractors through careful pre-planning of the Work set forth in the Scope of Work. If any Work is dependent on other Trades, Trade Contractor shall identify the coordination required and address in Trade Contractor Meetings and directly with other Trade Contractor. All Coordination with other Trades shall be identified in the Trade Contractor Baseline Schedule and in Trade Contractor Schedule Updates.

4.1.3 <u>All Work Under the Direction of Inspector</u>

Pursuant to Title 24 requirements, Trade Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally) All notifications to the Inspector shall also be copied to the CM.

4.1.4 Trade Contractor to Establish Timing and Protocol with Inspector

Trade Contractors shall work together and with CM to establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the Special Inspector fourteen (14) days to post to the DSA website. Trade Contractor is responsible for delays and for failure to plan.

For some Projects, there may be a need to incrementally install certain assemblies. It is up to Trade Contractor to identify areas and assemblies that may be constructed incrementally. Trade Contractor must identify and establish incremental areas of construction, determine other Trade Contractors that are required for the incremental areas and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR 13-01 item 1.17 for further discussion.

4.1.5 <u>Verified Reports</u>

The Trade Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 10.9), Trade Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Trade Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

4.1.6 <u>Trade Contractor Responsibility</u>

The Trade Contractor shall be responsible to the Design Team and to other Trade Contractors for acts and omissions of the Trade 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 Trade Contractor or any of Trade Contractor's Subcontractors.

4.1.7 <u>Obligations not Changed by Architect's Actions</u>

The Trade 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 Trade Contractor.

4.1.8 <u>Acceptance/Approval of Work</u>

The Trade 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.

4.2 <u>SUPERVISION</u>

4.2.1 <u>Full Time Supervision</u>

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

4.2.2 <u>Staff</u>

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

4.2.3 <u>Right to Remove</u>

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

4.3 <u>LABOR AND MATERIALS</u>

4.3.1 <u>Trade Contractor to Provide</u>

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

4.3.2 Quality

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

4.3.3 <u>Replacement</u>

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

4.3.4 <u>Discipline</u>

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

4.3.5 <u>Fingerprinting (Applicable at the time Project is Occupied and on all Projects where</u> Workers will come in Contact with Pupils, such as Modernization Projects)

If applicable, Trade Contractor shall comply with the applicable provisions of Education Code Section 45125.1 in a method as determined by the District. Pursuant to Education Code Section 45125.1, Trade Contractor shall either conduct criminal background checks of all employees of Trade Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment "A" as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Trade Contractor must provide certification of employees, as part of such certification, Trade Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Trade Contractor shall not utilize any employees who are not included on the above-referenced list.

At District's sole discretion, District may make a finding, as authorized under Education Code Section 45125.1, that Trade Contractor's employees will have only "limited contact" with pupils. Trade Contractor's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District's sole discretion, without any further compensation to Trade Contractor.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then Trade

Contractor, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the District.

4.3.6 <u>Noise, Drugs, Tobacco, and Alcohol</u>

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

4.3.7 <u>Delivery of Material</u>

Trade Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Project Baseline Schedule for the Work as set forth in Article 8 of this Agreement. Trade Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Trade Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the Plans and Specifications, but also the approved Shop Drawings and Submittals and in conformance with Trade Contractor's plan for delivery of materials (including but not limited to Trade Contractor's representations in Trade Contractor Baseline Schedule for the Project and Trade Contractor's equipment and materials schedule under Article 4.7.2.2). Trade Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project given Trade Contractor's responsibilities and system for acceptance of deliveries. Trade Contractor shall notify Inspector and District Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or District Representative (including CM) may review the materials that are received.

Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

4.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

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

Trade Contractor agrees to indemnify, defend and hold the District harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Trade Contractor fails to address the lien, stop notice, or other security interest, the District may proceed to address the lien, stop notice or claim and seek reimbursement from Trade Contractor.

4.3.8.1 *Stop Notice Releases.* All stop notice releases shall be notarized and either executed by the same person who filed the stop notice or from an officer of the Trade Contractor or manager of Trade Contractor authorized to release stop notices.

4.3.9 <u>Title to Materials</u>

The title to new materials or equipment for the Work of this Contract shall remain with Trade Contractor until incorporated in the Work of this Contract until final acceptance of the Project; no part of said materials shall be removed from its place of storage, and Trade Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative. Responsibility for materials remains with Trade Contractor and Trade Contractor shall replace materials in case of loss. District similarly may pay for materials stored off site, but Trade Contractor shall remain responsible for the materials that are stored off site.

4.3.10 <u>Assemblies</u>

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

4.3.11 <u>Noise Control</u>

The Trade Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Trade Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations). If school is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Trade Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that Trade Contractor control noise during periods of testing. In no event shall Trade Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

4.4 <u>WARRANTY</u>

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

- a. In addition to any other warranties provided elsewhere, Trade Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 10.11) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Trade Contractor shall notify District upon completion of repairs.
- b. In the event of failure of Trade Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Trade Contractor who hereby agrees to pay costs and charges therefore immediately on demand.
- c. If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If Trade Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Trade Contractor. Such action by the District will not relieve the Trade Contractor of the guarantee provided in this Article or elsewhere in this Contract.
- d. This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Trade Contractor shall furnish District all appropriate guarantee or warranty certificates upon the Final Completion of the Project (See Article 10.11.5).

4.5 <u>TAXES</u>

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

4.6 <u>PERMITS, FEES AND NOTICES</u>

4.6.1 <u>Payment</u>

The Trade Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Article 14.5.2, unless a different mileage range is specified in the Supplemental Conditions.

4.6.1.1 *DSA Fees.* DSA policy is to charge CCD review fees for processing and approval of changes in the Plans and Specifications through the Construction Change Document process. Trade Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding is with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

4.6.2 <u>Compliance</u>

The Trade Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Trade Contractor is directed to the DSA website. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management District (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Trade Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

4.6.3 <u>Responsibility</u>

Trade Contractor shall perform all Work in conformance with every law, statute, ordinance, Building Code, rule or regulation. The Trade Contractor shall assume full responsibility for such Work and shall bear the attributable cost of correction or Project delay.

Pursuant to Title 24 Section 4-343(b),

"Contractor shall carefully study the approved Plans and Specifications and shall plan a schedule of operations well ahead of time.... All inconsistencies or items which appear to be in error in the Plans and Specifications shall be promptly called to the attention of the architect or registered engineer, through the Inspector, for interpretation or correction."

To help Trade Contractor plan its operations, Trade Contractor is directed to study the current version of the DSA 152 Inspection Card Manual identifying the exact steps the Inspector is to follow in the review and sign off process for the DSA 152. The DSA 152 Inspection Card Manual provides specific detail as to the order of operations, review items and compliance items beyond the Specifications and Plans which are reviewed for DSA compliance. The most current version of this manual is located on DSA's website.

Trade Contractor is also specifically directed to the time periods for posting of Special Inspection Reports and Inspector Notifications under DSA PR 13-01 since the timing of Inspection is not a Governmental Entity related delay.

4.7 <u>SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT</u>

4.7.1 <u>Requirements Within Ten (10) Calendar Days</u>

Within ten (10) calendar days after Notice to Proceed, Trade Contractor shall submit the following:

- 4.7.1.1 Detailed Schedule of Values (See Article 10.2)
- 4.7.1.2 Submittal Listing and Schedule for Submittals
- 4.7.1.3 Critical Path Schedule (See Article 8)
- 4.7.2 <u>Requirements Within Thirty-Five (35) Calendar Days</u>

Within thirty-five (35) calendar days after Notice to Proceed, Trade Contractor shall submit the following:

4.7.2.1 *All Submittals for the Project* except those specifically agreed upon by District and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 4.3.7 is waived. Trade Contractor shall order materials and ensure prices are honored and secured for the Project.

- a. Structural Steel may be included as a later Submittal than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.
- b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the District or Architect), shall provide complete designs, shall be stamped by the Structural Steel Subcontractor, Trade Contractor, and structural steel Subcontractor's structural engineer at time of submission and as further addressed in Article 4.9.
- c. In no case shall the submission of structural steel drawings delay the critical path for the Schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

4.7.2.2 Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design or non-critical path status of the Submittal shall be submitted at the time the Trade Contractor Baseline Schedule is submitted. The Trade Contractor Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of milestones and completion dates, and a corresponding Submittal

designation in the Schedule as required under Article 8. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

4.7.2.3 *Piecemeal Submissions of Submittals*. Piecemeal Submittal means providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree in writing to allow submission of single buildings or areas as long as the Submittals are complete.

4.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE

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

Trade Contractor shall have an operational computer with internet access so Trade Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Trade Contractor shall be prepared to review documents posted to the DSA Project website.

4.9 <u>SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES</u>

4.9.1 <u>Definitions</u>

4.9.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants Deferred Approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to access floors, bleachers, elevator guide rails and related elevator systems, exterior wall systems - precast concrete, glass fiber reinforced concrete, etc. , skylights, window wall systems, storefronts, stage rigging, and other systems as noted in the Contract Documents. (Also see Article 2.2.2 and 4.9.3)

4.9.1.2 *Shop Drawings*. The term "Shop Drawings" as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Trade 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.

4.9.1.3 *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.

4.9.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and Product Data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

4.9.1.5 *Samples*. The term "samples" as used herein are physical examples furnished by Trade 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 Trade Contractor conform to the required characteristics of the Vork. All Work shall be in accordance with the approved samples.

4.9.2 <u>Shop Drawings.</u>

4.9.2.1 *When Shop Drawings Are Required.* Shop Drawings are required for pre-Fabricated components and for installation and coordination of these pre-Fabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for Trade Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a BIM format or other format as agreed by District.

4.9.2.2 Purpose for Shop Drawings. Shop Drawings are Trade Contractor's manufacturer, Subcontractor, supplier, vendor or the Trade Contractor's detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contact Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Trade Contractor or Trade Contractor's Subcontractor's plan for installation or assembly based on the design in the Specifications and Contract Documents. The Shop Drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

4.9.2.3 *Shop Drawing Requirements.* Trade Contractor shall obtain and submit with 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 Trade Contractor to illustrate a material, product, or system for some portion of the Work.

4.9.2.4 Not a Reproduction of Architectural or Engineering Drawings. The Shop Drawings are not a reproduction of the architectural or engineering Drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Trade Contractor's installation crews.

4.9.2.5 *Shop Drawings Engineering Requirements*: Some Shop Drawings require an engineer stamp to be affixed on the Drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of state engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

4.9.2.6 *DSA Approvals Required Prior to Work.* No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Trade Contractor has provided DSA approval time and allowed adequate time for corrections in Trade Contractor's Schedule as required pursuant to Article 8.

4.9.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and 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" all qualifications, departures, or deviations from the Contract Documents. 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 Trade Contractor. Each drawing shall have a clear space for the stamps of CM, Architect and Trade Contractor.

4.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for Deferred Approvals at Division 1 of the Specifications. All Deferred Approvals shall be prepared by Trade Contractor or Trade Contractor's agent early enough so as to not delay the Project. Trade Contractor is aware that Title 24 California Code of Regulations Section 4-317 has specific requirements for Deferred Approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Trade Contractor's. Trade Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 4.9.6DSA Approvals Required Prior to Work. No work on a Deferred Approval item may proceed on the components until DSA approval is received. Trade Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Trade Contractor's Schedule as required pursuant to Article 8.

4.9.4 <u>Submittals and Samples</u>

4.9.4.1 *Information Required With Submittals*: Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the Specifications and addenda.

4.9.4.2 *Description of Use and Performance Characteristics*: Information should be furnished describing the normal use and expected performance of the product. The Design Team and Trade Contractor review this information to confirm that the product is appropriate for the intended use.

4.9.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Trade Contractor, and Design Team. The Trade Contractor has the most available information for comparing adjoining materials and equipment. Trade Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.

4.9.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. Trade Contractor should confirm that finish requirements in the Specifications are being met by the product.

4.9.4.5 *Trade Contractor Responsible for Jobsite Dimensions*: Some material is custom-Fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by Trade Contractor as part of Trade Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Trade Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

4.9.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Trade Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications or Specification Section 1, samples shall be submitted in duplicate.

4.9.4.7 *Labeling of Samples.* 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.

4.9.4.8 *Transmittal letter*. All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.

4.9.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Trade Contractor and Architect.

4.9.4.10 *Architect's Review.* The Architect and CM will review and, if appropriate, approve submissions and will return them to Trade Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. CM may, in some cases, reject samples that are not in conformance with Contract requirements without sending the Submittal on to the Architect.

4.9.5 <u>Submittal Submission Procedure</u>

4.9.5.1 *Transmittal Letter and Other Requirements.* All Submittals 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. Shop Drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Trade

Contractor Subcontractor submissions shall be made through the Trade Contractor. Each drawing shall have a clear space for the stamps of Architect and Trade Contractor.

4.9.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., 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 Trade Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.

4.9.5.3 *Corrections.* Trade Contractor shall make all corrections required by the Design Team and shall promptly resubmit corrected Submittals until approved. Trade 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) rereview of required Submittals of Shop Drawings, Product Data, or samples are subject to charge to the Trade Contractor pursuant to Article 5.5.

4.9.5.4 *Approval Prior to Commencement of Work*. No portion of the Work requiring a Shop Drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Trade Contractor and CM and approved by Architect unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Submittals.

4.9.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, BIM modeling information, Clash Checks, schedules, annotated Specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

4.9.6 <u>Schedule Requirements for Submittals</u>

Trade Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, samples, etc.), in accordance with Trade Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications (as long as the Specifications do not conflict with General Conditions). In the case of conflict, the conflicting provision shall be controlled by the General Conditions and the remaining Specification sections shall be interpreted as if the general conditions language is inserted) 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 thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception under Article 4.7.2.1. No extensions of time will be granted to Trade Contractor because of its failure to have Submittals submitted in accordance with the requirements of this Article and the Project Baseline Schedule or Updated Schedule. Subcontractors for Trade Contractor shall submit Submittals for the review of the District, the Trade Contractor, and the Architect through the Trade Contractor.

4.9.6.1 *Consideration of Schedule*. Trade Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

4.9.7 <u>General Submittal Requirements</u>

4.9.7.1 *Trade Contractor Submittal Representations and Coordination*. By submitting Shop Drawings, Product Data, samples, etc., the Trade 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, including the Project Baseline Schedule and Updated Schedules.

4.9.7.2 *Trade Contractor Coordination*. Trade Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Trade Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

"The <u>[Trade Contractor]</u> has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with Shop Drawings and Submittals that may affect my Work and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the Engineers on this Project.

Signature of Trade Contractor and date

4.9.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, Product Data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 4.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 4.10.4, "Substitutions."

4.9.7.4 *Trade Contractor Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Trade Contractor from its responsibility in preparing and submitting proper Submittals and Shop Drawings in accordance with the Contract Documents.

4.9.7.5 *Incomplete Submittals.* Any submission, which in CM or Architect's opinion is incomplete, contains errors, or has been checked superficially, will be returned not reviewed by the Architect for resubmission by Trade Contractor. The Trade Contractor shall be responsible for any related delays and shall not be the basis for any Claim.

4.9.7.6 Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution. Shop Drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Plans and Specifications, Trade Contractor is still responsible for the change and the Design Team may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Design Team may also require that the Trade Contractor bear all costs under Article 5.5

and consequential damages associated with a CCD to revise Plans and Specifications to accommodate the deviation from approved Plans and Specifications.

4.9.7.7 <u>Extent of Review.</u> In reviewing Shop Drawings, the Design Team and engineers for the Project will not verify dimensions and field conditions. Review of field dimensions is Trade Contractor's responsibility. The Architect will review and approve Shop Drawings, Product Data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Trade 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 Trade Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve Trade Contractor from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing trades and Shop Drawings. Trade Contractor shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

4.10 <u>SUBSTITUTIONS</u>

4.10.1 <u>Definition</u>

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by Trade Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of this Article.

4.10.2 <u>One Product Specified</u>

Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Subject to the requirements of properly submitting a Substitution Request for as Addressed in Article 4.10.4, Trade Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

4.10.3 <u>Products Specified Which Are Commercially Unavailable</u>

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

costs for review by the Architect or its consultants shall be the responsibility of Trade Contractor under Article 5.5 and will be subject to a Deductive Change Order under Article 8.7.4.

4.10.4 <u>Substitution Request Form</u>

Requests for substitutions of products, materials, or processes in place of a Specified Item must be in writing on the District's Substitution Request Form ("Request Form") at the time of submitting bids to the District, except as provided for in Article 4.10.3.

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

- d. Is equal in quality/service/ability to the Specified Item;
- e. Will entail no changes in detail, construction, and scheduling of related work;
- f. Will be acceptable in consideration of the required design and artistic effect;
- g. Will provide no cost disadvantage to the District;
- h. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- i. Will required no change of the construction schedule.

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

After bids are opened, the apparent lowest bidder shall provide, within five (5) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Design Team in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed though a Change Order. Trade Contractor must submit a complete Submittal of the requested substitution and a Shop Drawing showing configuration, dimensions, and other critical information associated with the substitution that meets the requirements of Article 4.9. The Design Team may condition its approval of any substitution. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

If the Design Team, as a whole, accepts a proposed substitution, Trade Contractor agrees to pay for all DSA review costs, engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution

through the DSA, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

4.10.5 <u>Substitution Requests After Bid</u>

The District, in its sole discretion, may accept a request for substitution by the Trade Contractor or may request Trade Contractor substitute a specified item. Any substitutions requested after bids are opened shall be subject to the same conditions and requirements set forth in Article 4.10.4 above. If any substitutions, that in the District or Design Team's determination, results in a credit to the District, the credit amount shall be agreed upon in writing, otherwise, the request for substitution shall be deemed denied.

4.11 INTEGRATION OF WORK

4.11.1 <u>Scope</u>

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

4.11.2 <u>Structural Members</u>

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 Trade Contractor's risk and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be Trade Contractor's responsibility.

4.11.3 <u>Subsequent Removal</u>

Permission to patch any areas or items of the Work shall not constitute a waiver of the Design Team's right to require complete removal and replacement of the areas of items of the Work if the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise cone form to the Contract Documents.

4.12 ALLOWANCES

4.12.1 Allowances are to be included in the base bid and listed separately in the Schedule of Values and Application for Payment.

4.12.2 100% of all unused Allowances are returned to the District upon issuance of Final Payment.

4.12.3 Trade Contractor shall submit a request for allowance disbursement with all substantiating and required data. Allowances shall be disbursed without Trade Contractor overhead and any other mark-ups.

4.12.4 Use of Allowances Only as Allowed by CM and District

The Use of allowances are only as specifically authorized by the CM and District and only for the specific area of Work noted and must be approved before allowances are disbursed.

4.13 <u>CLEANING UP</u>

4.13.1 <u>Trade Contractor's Responsibility to Clean Up</u>

Trade Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Trade Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

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

4.13.2 <u>General Final Clean-Up</u>

Upon completion of Work, Trade Contractor shall employ experience workers or professional cleaners for final cleaning. Trade Contractor shall clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program including, but not limited to, the performance of the following:

- a. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
- b. Clean the Project site. The grounds should be cleared of any Trade Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean;
- c. Repair or replace any damaged materials. Replace any chipped or broken glass;
- d. Remove any and all stains;
- e. Remove labels that aren't permanent labels;
- f. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds;

- g. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site;
- h. Remove temporary film that remains on any hardware, doors or other surfaces; and
- i. Seal the bottom and tops of all doors.

4.13.3 <u>Special Clean-Up.</u>

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

- a. Remove putty stains from glazing, then wash and polish glazing;
- b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work;
- c. Remove temporary protection and clean and polish floors and waxed surfaces;
- d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint;
- e. Wipe surfaces of mechanical and electrical equipment;
- f. Remove spots, soil, plaster and paint from tile work, and wash tile;
- g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces;
- h. Vacuum-clean carpeted surfaces; and
- i. Remove debris from roofs, down spout and drainage system.

4.13.4 Failure to Cleanup

If the Trade Contractor fails to clean as provided in the Contract Documents, the District may do so and the cost thereof shall be the responsibility of the Trade Contractor pursuant to Article 3.2 and seek a Deductive Change Order.

4.14 ACCESS TO WORK

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

4.14.1 <u>Special Inspections, Inspections or Tests Out of State, Out of Country or Remote from</u> <u>Project</u>

If Trade Contractor has a Subcontractor or supplier that requires in plant or special inspections or inspections or tests that are out of the country, out of the state, or a distance of more than 200

miles from the Project site, the Special Inspector or Inspector shall be provided access so the special inspection or inspection may occur in the remote location. In some cases, the DSA Inspector may also require access in addition to Special Inspectors and individuals performing tests. Inspections/tests shall occur during normal work hours. (See also Article 5.3.6)

4.15 <u>ROYALTIES AND PATENTS</u>

4.15.1 <u>Payment and Indemnity for Infringement</u>

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

4.15.2 <u>Review</u>

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 Trade Contractor in violation of any patent or other rights of any person or entity.

4.16 **INDEMNIFICATION**

4.16.1 <u>Trade Contractor</u>

See Agreement Form. Trade Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, Architect, Construction Manager, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the indemnity and hold harmless language in the Agreement Form.

Trade Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, CM, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of Trade Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

4.17 <u>SUBMISSION OF DAILY REPORTS</u>

4.17.1 <u>General</u>

By 10:00 a.m. on the following business day, Trade Contractor shall submit a Daily Report to the Inspector and copy the Architect for the previous day's Work. The original Daily Report is to be provided to the CM and copies sent to the Architect and the Inspector. Daily Reports shall be prepared on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day. The District reserves the right to note inconsistencies or inaccuracies in the Daily Reports. In such cases, pertinent notes shall be entered by each party to explain points which cannot be resolved that day. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Trade Contractor.

4.17.2 <u>Labor</u>

The Daily Report shall show names of workers, classifications, hours worked and hourly rate. The locations where work occurred shall also be identified in the Daily Report. Project superintendent expenses are not allowed.

4.17.3 <u>Materials</u>

The Daily Report shall describe and list quantities of materials used and unit costs.

4.17.4 <u>Equipment</u>

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

4.17.5 Other Services and Expenditures

Other services and expenditures shall be described in the Daily Report in detail as the District requires.

4.17.6 <u>Failure to Submit Daily Report</u>

If Trade Contractor does not submit its Daily Report by 10 am the next business day, the Inspector of Record shall prepare a Daily Report addressing each of the above items. The cost for the Inspector's services to prepare the Daily Report shall be addressed through a Deductive Change Order under Article 8.7.4

4.18 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

Throughout the duration of the Project, Trade Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to Specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a Specification allows Trade Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Trade Contractor has furnished. Trade Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

Trade Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As-Built Drawings is a basis to withhold Progress Payments pursuant to Article 10.6.

4.18.1 Upon Beneficial Occupancy

Trade Contractor shall obtain and pay for reproducible Plans upon Beneficial Occupancy. Trade Contractor shall deliver Plans to CM.

4.18.2 <u>As-Builts at Completion of Work</u>

Upon completion of the Work and prior to and as a condition precedent to Application for Retention Payment, Trade Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Trade Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a stamp indicating the Drawings are As-Builts and certifying accuracy on the final set of As-Builts. Failure to deliver a complete As-Built Drawings and Annotated Specifications may result in significant withholdings to ensure Work is properly documented. (See Article9.9.2)

4.18.3 Log of Control and Survey Documentation

Trade Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built Drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.

4.18.4 <u>Record Coordinates for Key Items</u>

Trade Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Trade Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

4.18.5 <u>BIM As-Built Drawings</u>

If BIM is utilized for the Project, then an electronic version of such As-Built Drawings and Annotated Specifications will be delivered to District (in an acceptable format to District).

4.19 EQUIPMENT MANUALS

Trade 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 logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Trade Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Trade Contractor's Application for Retention Payment, and as a further condition to its approval by the Architect, each Trade Contractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, and placed in three-

ring binders, to CM, who will review these manuals with Architect for all divisions of the Work for completeness, and submit them to the District.

4.20 DIR REGISTRATION

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Trade Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Trade Contractor and all of its subcontractors of any tier. The failure of the Trade Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the Trade Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Trade Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Trade Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Trade Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

ARTICLE 5 ADMINISTRATION OF THE CONTRACT AND CLAIMS

5.1 <u>ARCHITECT</u>

5.1.1 <u>Replacement of Architect</u>

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

5.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

5.2.1 <u>Status</u>

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

5.2.2 <u>Site Visits</u>

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

5.2.3 Limitations of Construction Responsibility

The Design Team 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 Trade Contractor's responsibility under the Contract Documents. The Design Team shall not be responsible for Trade Contractor's, Trade 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 Design Team shall not have control over or charge of acts or omissions of Trade Contractor, Trade Contractor's Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. Trade Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Team in the Design Team's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than Trade Contractor.

5.2.4 <u>Communications Facilitating Contract Administration</u>

All communication shall be through the CM (unless otherwise directed) with copies to the District, Architect and Inspector. Where direct communication is necessary between the District and Trade Contractor, the District's communication shall be through the District's Representative and/or the CM. Trade Contractor shall not rely upon any communications from the District that is not from the District's Representative. Communications by and with the Architect's consultants shall be through the CM and

through Architect. Communications by and with Trade Contractor's Subcontractors and material or equipment suppliers shall be through Trade Contractor. The CM shall be the main point of contact for communication of information. Copies should be sent to the Architect, District Representative and Inspector.

5.2.5 **Payment Applications**

The Architect will review and make recommendations to the District regarding the amounts due Trade Contractor on the Certificates for Payment pursuant to Article 10.3.4 and subject to the Inspector's and CM's review, and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the District's dispute of the Payment Application that has been submitted. Trade Contractor shall promptly respond to Pencil Drafts or Trade Contractor's Payment Applications may be delayed. Trade Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

5.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Design Team may 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 (and/or CM) may recommend to the District that the District require additional inspection or testing of the Work in accordance with Article 14.5, whether or not such Work is Fabricated, installed, or completed. District may have Non-conforming Work removed and replaced pursuant to Article 10.7. However, neither this authority of the Architect (or CM) nor a decision made in good faith either to exercise or not to exercise such authority shall create a duty or responsibility of the Architect (or CM) to Trade Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

Trade Contractor shall, without charge, replace or correct Work found by the District to not be in conformance to Contract requirements. Trade Contractor shall promptly segregate and remove rejected materials from the Project site.

This section is in addition to and separate from the legal duties associated with a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 8.1.2.

5.2.7 Warranties upon Completion

The Architect (and where applicable CM), in conjunction with the Inspector will conduct field reviews of the Work to determine the date of Substantial Completion and of Final Completion, shall receive and forward to the District for the District's review written warranties and related documents required by the Contract and assembled by Trade 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 (See Article 10.11 for Close-Out). The handling by the Architect (or where applicable CM) 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 Trade Contractor or other entities, parties, or persons performing or supplying the Work.

On some Projects, the District will take a phased occupancy of the Project. In those cases, the District may commence the running of warranties on the buildings, or phases that are accepted after Punch List is completed and the District has accepted Completion of the separate phase. A separate Notice of Completion may be filed for the separate building or phase of work and warranties shall commence for the separate phase only to the extent that warranties do not require coordination or connection to other buildings or other parts of the site and only if the warranted item is completed to its entirety in the segregated building or phased area.

If written warranties are not provided at the time the Punch List is nearing completion, Architect (with recommendations from the CM and Inspector) shall determine the dollar value of the warranties and shall make recommendation for withholdings necessary to effectuate the transfer of such warranties to the District for future use as part of the Punch List for the Project pursuant to Article 10.6.

Warranties are not commenced through utilizing of equipment for testing and operation as necessary to acclimate buildings or where necessary to test systems.

5.2.8 <u>Interpretation</u>

The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents. Architect shall make clarifications as necessary to interpret the Contract Documents.

5.3 **PROJECT INSPECTOR**

5.3.1 <u>General</u>

One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

5.3.2 Inspector's Duties and DSA Noted Timelines for Inspection

All Work shall be under the observation of the Inspector. Trade Contractor, with the assistance of the CM, shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. This protocol is to be established as part of the Initial Trade Contactor Coordination Meetings. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. Trade 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 Trade Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Trade 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 Trade Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is Trade Contractor's responsibility to determine the status of posting and determine if all the

criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

Inspector may collaborate with Trade Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Trade Contractor to present incremental approval proposals to DSA.

5.3.3 Inspector's Authority to Reject or Stop Work

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

5.3.4 <u>Inspector's Facilities</u>

If required under Trade Contractor's scope and bid package, within seven (7) days after the notice to proceed, the Trade Contractor shall provide the Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.

5.3.5 <u>Testing Times</u>

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by Trade Contractor outside of the normal eight (8) hour day shall constitute an authorization from Trade Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Trade Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 5.3.2. If the Trade Contractor is behind Schedule then it is incumbent on the Trade Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Trade Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Trade Contractor.

It is Trade Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. Failure to plan and pay (if applicable) for quicker delivery of Special Inspections may be counted as Float, but is not considered Governmental Delay Float under Article 9.1.4.

5.3.6 <u>Special Inspections, Inspections or Tests Out of State, Out of Country or Remote from</u> <u>Project</u>

If Trade Contractor has a Subcontractor or supplier that requires in plant or special inspections or inspections or tests that are out of the country, out of the state or a distance of more than 200 miles from the Project Site, the District shall provide the Special Inspector, Inspector or individual performing tests time for inspection and testing during normal work hours. Trade Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Trade Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

5.4 <u>STOP WORK ORDER</u>

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of automatic fire sprinkler systems without approved Plans, covering Work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).

5.5 <u>RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT</u> <u>FOR PROFESSIONAL SERVICES</u>

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Trade Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Trade Contractor are not sufficient to cover such amounts, the Trade Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- a. Services made necessary by the default of the Trade Contractor (Article 14 or Article 3.2).
- b. Services made necessary due to the defects or deficiencies in the Work of the Trade Contractor (Article 3.2 and Article 10.6).

- Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. c. Issuance of the same RFI after receiving an answer from the Architect or Engineer
- d. Review of Schedules that are provided by Trade Contractor that do not Conform with the Requirements of Article 8.
- e. Preparation of a CCD or ICD to correct a Trade Contractor Deficiency, or Trade Contractor Caused Notice of Non-Compliance (Article 8.3).
- f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by District (See Article 4.9)
- Services required by failure of the Trade Contractor to perform according to any provision g. of the Contract Documents.
- h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Trade Contractor, and making subsequent revisions to Drawings, Specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (See Article 4.10)
- i. Services for evaluating and processing Claims or Disputes submitted by the Trade Contractor in connection with the Work outside the established Change Order process.
- Services required by the failure of the Trade Contractor to prosecute the Work in a timely j. manner in compliance within the specified time of completion.
- Services in conjunction with the testing, adjusting, balancing and start-up of equipment k. other than the normal amount customarily associated for the type of Work involved.
- 1. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, Product Data, samples, RFI's etc.

5.6 **DISPUTES AND CLAIMS**

5.6.1 Decision of Architect

"Disputes" or "Claims" as defined in Article 4.6.9.1 between District and Trade Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 5.6.2 within ten (10) days after Trade Contractor's Article 7 request for Change is denied. The CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 5.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 5.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has failed to take action required under Article 5.6.5 within the time periods required therein; or (3) the Dispute or Claim relates to a stop notice claim not arising from any extra Change Order or Immediate Change Directive for which approval has not been provided.

5.6.2 <u>Architect's Review</u>

The Architect (and CM) will review the Dispute and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Dispute; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the Dispute.

5.6.2.1 *Architectural Immunity.* Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. Pursuant to the case, <u>Huber, Hunt & Nichols, Inc. v.</u> <u>Moore</u> (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes and Claims between the District and Trade Contractor.

5.6.3 Documentation if Resolved

If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

5.6.4 <u>Actions if Not Resolved</u>

If a Dispute has not been resolved and all documentation requested pursuant to Article 5.6.2 has been provided, the Trade Contractor shall, within ten (10) days after the Architect's initial response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 5.6.2.

5.6.5 <u>Architect's Written Decision</u>

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) the Architect shall provide a written decision twenty (20) days after compliance with Article 5.6.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both. The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Trade Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Trade Contractor may then submit a Claim to the District under Article 5.6.9

5.6.6 <u>Continuing Contract Performance</u>

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Trade Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Claim is not resolved, Trade Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Trade Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.

5.6.6.1 District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process. At the District's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code Section 9201, the District may submit individual Disputes or Claims for binding arbitration and Trade Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual Disputes or Claims, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING DISPUTES OR CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

- a. If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.
- b. <u>No Tolling</u>. The Arbitration process shall not toll the Disputes or Claims process under Article 5.6 or the requirement to submit Claims to Court under Article 5.6.9.4.

5.6.7 <u>Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the</u> <u>Surface</u>

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

- a. <u>Immediately upon discovery</u>, Trade Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition except:
 - 1. If such condition is a hazardous waste condition, Trade Contractor's bid includes removal or disposal of hazardous substances. Material that the Trade Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice bulletin procedures of Article 7 apply.

- 2. Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, Soils Report, and from Trade Contractor's own investigation under Article 3.1.
- 3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.
- b. The District shall investigate the conditions, and if District finds that the conditions do materially so differ, do involve hazardous waste, and cause a decrease or increase in Trade Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order or Construction Change Document under the procedures described in the Contract.
- c. In the event that a dispute arises between the public entity or District and Trade Contractor whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Trade Contractor's cost of, or time required for, performance of any part of the Work, Trade 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. Trade 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.

5.6.8 <u>Dispute Concerning Extension of Time.</u>

If Trade Contractor and District cannot agree upon an extension of time, whether compensable or not, then Trade Contractor must have first completed the procedures set forth in Article 9.4. Upon completion of the procedures set forth under Article 9.4, Trade Contractor must then comply with the requirements in this Article including those set forth under Article 5.6.9.

5.6.9 <u>Claims Procedures</u>

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Trade Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of Article 5.6 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 14.11 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

5.6.9.1 *Procedure Applicable to All Claims*

a. <u>Definition of Claim</u>: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by Trade Contractor for: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract; (2) payment by the District of money or damages arising from Work done by or on behalf of Trade Contractor pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the Trade Contractor is not otherwise entitled to; or (3) an amount of payment disputed by the District. If the Claim is for damages associated with a DSA Stop Work Order, Trade Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 9.1.5.1.)

- b. <u>Filing Claim Is Not Basis to Discontinue Work</u>: Trade Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. Trade Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.
- c. <u>Claim Notification</u>: Trade Contractor shall within seven (7) calendar days after the written decision of the Architect, or if the time period for Architect's decision has passed under Article 5.6.1, submit a notification in writing sent by registered mail or certified mail with return receipt requested, with the District (and the District's CM) stating clearly the basis for the Claim and including all relevant and required documents. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 5.6.1, Trade Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Article 5.6.1 through 5.6.5.

The Formal Notification of Claim must be presented as follows:

- (1) The term "Claim" must be at the top of the page in no smaller than 20 point writing.
- (2) All documentation submitted pursuant to Article 5.6 to the Architect shall be submitted with the "Claim."
- (3) A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation.
- (4) Any additional or supporting documentation that Trade Contractor believes is relevant should be submitted at this time.
- d. <u>Reasonable Documents to Support Claim</u>: The Trade Contractor shall furnish reasonable documentation to support the Claim. Trade Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the required reasonable documentation to support the Claim shall include, without limitation:
 - 1. Cover letter.
 - 2. Summary of factual basis of Claim and amount of Claim.

- 3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
- 4. Documents relating to the Claim, including:

e.

- a. Specifications sections in question.
- b. Relevant portions of the Drawings
- c. Applicable Clarifications (RFI's)
- d. Other relevant information, including responses that were received.
 - Trade Contractor Analysis of Claim merit.
 - (a) Trade Contractor's analysis of any Subcontractor vendor Claims that are being passed through.
 - (b) Any analysis performed by outside consultants
 - (c) Any legal analysis that Trade Contractor deems relevant
- f. Break down of all costs associated with the Claim.
- g. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 9.4 chronology of events and related correspondence.
- i. Applicable Daily Reports and logs.
 - (a) If the Daily Reports or Logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to Trade Contractor. See California Civil Jury Instruction 204.
- j. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata).
 - (a) The metadata and bid information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid documentation should remain intact and available for review and inspection in case of this type of increased cost Claim.
 - (b) This data on the bid shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
 - (c) If the bid documentation is not available, lost or destroyed, there shall be a presumption that the lost bid documentation was unfavorable to Trade Contractor. See California Civil Jury Instruction 204.

- e. Certification: Trade Contractor (and Subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:
 - 1. That Trade Contractor has reviewed the Claim and that such Claim is made in good faith;
 - 2. Supporting data are accurate and complete to the best of Trade Contractor's knowledge and belief;
 - 3. The amount requested accurately reflects the amount of compensation for which Trade Contractor believes the District is liable.
 - 4. That Trade Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.
- f. <u>Signature of Certification</u>: If Trade Contractor is not an individual, the certification shall be executed by an officer or general partner of Trade Contractor having overall responsibility for the conduct of Trade Contractor's affairs.
- g. Upon receipt of a Claim and all supporting documents as required above, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Trade Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Trade Contractor may, by mutual agreement, extend the time period provided in this paragraph.
- h. If the District needs approval from its governing Board to provide the Trade Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing Board after the 45-day period, or extension, expires to provide the Trade Contractor a written statement identifying the disputed portion and the undisputed portion.
- i. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph below shall apply.
- j. If the Trade Contractor disputes the District's written response, or if the District fails to respond to a Claim issued pursuant to this Article 4.6.9 within the time prescribed, the Trade Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or

certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the Claim.

- k. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Trade Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Trade Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Trade Contractor sharing the associated costs equally. The District and Trade Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 4.6.9.4.
- 1. For purposes of this Article 4.6.9, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- m. Unless otherwise agreed to by the District and the Trade Contractor in writing, the mediation conducted pursuant to this Article 4.6.9 shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- n. This Claims process does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article 4.6.9 does not resolve the parties' Claim. This Claims process does not preclude the District from submitting individual Disputes or Claims to binding arbitration pursuant to Article 4.6.9.3 below.
- o. Failure by the District to respond to a Claim from the Trade Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this Article 4.6.9 shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 4.6.9, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Trade Contractor.

- p. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Trade Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Trade Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Trade Contractor presented the Claim to the District and, if the Trade Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.
- q. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.
- r. The Trade Contractor's Claim shall be denied if it fails to follow the requirements of this Article.

5.6.9.2 <u>District (through CM or District's Agent or Attorney) May Request Additional</u> <u>Information</u>: Within thirty (30) days of receipt of the Claim and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time so the Claim and additional documents may be reviewed.

5.6.9.3 *Claims Procedures in Addition to Government Code Claim.* Nothing in the claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve Trade Contractor from meeting the requirements set forth in Government Code Section 900 <u>et seq</u>.

5.6.9.4 *Binding Arbitration of Individual Claim Issues.* To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 5.6.6.1.

5.6.9.5 *Resolution of Claims in Court of Competent Jurisdiction.* If Claims are not resolved under the procedure set forth and pursuant to Article 5.6.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before.

5.6.9.6 *Warranties, Guarantees and Obligations.* The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Trade Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the

provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

ARTICLE 6 SUBCONTRACTORS

6.1 **DEFINITIONS**

6.1.1 Subcontractual Relations Bound to Same Contract Terms at Trade Contractor

By appropriate agreement, written where legally required for validity, Trade Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Trade Contractor by terms of the Contract Documents, and to assume toward Trade Contractor all the same obligations and responsibilities, assumed by Trade Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontractor to enter into similar agreements with Sub-subcontractors. Trade Contractor shall require each Subcontract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, Trade 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 Subcontractors.

6.1.2 <u>Subcontractor Licenses and DIR Registration</u>

All Subcontractors shall be properly licensed by the California State Licensing Board. All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a subcontractor of any tier unless the subcontractor is properly registered with DIR. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

6.1.3 <u>Substitution of Subcontractor</u>

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

6.1.4 <u>Contingent Assignment of Subcontracts and Other Contracts</u>

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by Trade Contractor to the District provided that:

a. Such assignment is effective only after Termination of this Contract with Trade Contractor by the District as provided under Article 14 and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and

- b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.
- c. Trade Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

ARTICLE 7 CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

7.1 <u>DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE</u> <u>CONTRACTS</u>

7.1.1 <u>Separate Contracts.</u>

7.1.1.1 Trade Contractor is fully aware that there will be other Trade Contractors working on the Project. District specifically reserves the right to let other contracts in connection with this Work. Trade Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Trade Contractor shall properly connect and coordinate its work with that of other Contractors and Trade Contractors.

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

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

7.1.1.4 Trade Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such Work on the Project Baseline Schedule or Schedule updates. Trade Contractor shall take into account coordination with other contractors and interface between Trade Contractor and other contractors work and identify these coordination and conflict possibilities in the Trade Contractor's Baseline Schedule that is submitted.

7.1.1.5 Nothing herein contained shall be interpreted as granting to Trade Contractor the exclusive occupancy at the site of Project. Trade Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Trade Contractor's performance of this Contract, once Trade Contractor provides District timely written notice and identifies the interference that is likely to be caused or the Schedule Conflict, CM and District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.

7.1.1.6 District shall not be responsible for any damages suffered or extra costs incurred by Trade Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc).

TRADE CONTRACTOR IS AWARE THAT THIS CONTRACT WILL INVOLVE MULTIPLE TRADE CONTRACTORS WORKING TOGETHER AND THAT THE WORK MAY BE SPLIT INTO SEVERAL PHASES BASED ON DOCUMENTATION PROVIDED WITH THIS BID OR DISCUSSED AT THE JOB WALK. TRADE CONTRACTOR HAS MADE ALLOWANCE FOR ANY DELAYS OR DAMAGES WHICH MAY ARISE FROM COORDINATION WITH CONTRACTORS REQUIRED FOR OTHER PHASES. IF ANY DELAYS SHOULD ARISE FROM ANOTHER CONTRACTOR WORKING ON A DIFFERENT PHASE, TRADE CONTRACTOR'S SOLE REMEDY FOR DAMAGES, INCLUDING DELAY DAMAGES, SHALL BE AGAINST THE CONTRACTOR WHO CAUSED SUCH DAMAGE AND NOT THE DISTRICT. **CONTRACTOR SHALL PROVIDE ACCESS TO OTHER CONTRACTORS FOR** OTHER PHASES AS NECESSARY TO PREVENT DELAYS AND DAMAGES TO OTHER CONTRACTORS WORKING ON OTHER PHASES OF CONSTRUCTION.

7.1.2 District's Right to Carry Out the Work

(See Article 3.2)

7.1.3 Designation as Contractor

When separate contracts are awarded to contractors on the Project Site, the term "Contractor" in the Contract Documents in each case shall mean other Trade Contractors or other Contractors who executes each separate District/Contractor Agreement.

7.1.4 District Notice to Trade Contractor of Other Contractors

The Trade Contractor shall have overall responsibility to reasonably coordinate and schedule Trade Contractor's activities with the activities of the District's forces and of each separate contractor with the Work of the Trade Contractor, who shall cooperate with them. Trade Contractor shall participate with other separate contractors and the District in reviewing their construction schedules when:

- 7.1.4.1 Notice is provided in the Contract Documents of other scope of Work,
- 7.1.4.2 In the case where there is known Work to be performed by other Contractors
- 7.1.4.3 For outside contractors hired by utilities
- 7.1.4.4 Where the Contract Document provides "Work by Others" or "By Others"
- 7.1.4.5 Where specifically noted during the Pre-Bid Conference
- 7.1.4.6 Where specifically noted in the Mandatory Job Walk
- 7.1.4.7 By CO or ICD,
- 7.1.4.8 With respect to the installation of :
 - a. Furniture,
 - b. Electronics and networking equipment,
 - c. Cabling,
 - d. Low voltage,
 - e. Off-site work,
 - f. Grading (when by a separate contractor),

- g. Environmental remediation when excluded by the Contract Documents (i.e. asbestos, lead or other hazardous waste removal)
- h. Deep cleaning crews,
- i. Commissioning and testing,
- j. Keying and re-keying,
- k. Programming

7.1.4.9 <u>Exception where no Coordination is Required on the Part of Trade Contractor</u> <u>for Turn Key Operations</u>. If the Trade Contractor has specifically outlined a "Turn Key" or "Complete Delivery" of a final completed operational school in writing as part of the Trade Contractor Baseline Schedule.

7.1.4.10 Trade Contractor shall make any revisions to the Trade Contractor Baseline Schedule (or Schedule Update) deemed necessary after a joint review with CM and District and mutual agreement. The Project Baseline Schedule (or Schedule Update) shall then constitute the schedule to be used by Trade Contractor, separate contractors, and the District until subsequently revised. Additionally, Trade Contractor shall coordinate with CM, Architect, District, and Inspector to ensure timely and proper progress of Work.

7.2 <u>CONSTRUCTIVE OWNERSHIP OF PROJECT SITE AND MATERIAL</u>

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

7.3 DISTRICT'S RIGHT TO CLEAN UP

If a dispute arises among the Trade Contractor, separate contractors, and the CM and District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Article 4.13, the District may clean up and allocate the cost among those it deems responsible.

ARTICLE 8 CHANGES IN THE WORK

8.1 <u>CHANGES</u>

8.1.1 <u>No Changes Without Authorization</u>

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District 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 District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Document. 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 approved by the District's Governing Board, the Architect, and Trade Contractor.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to, in writing, in advance by Trade Contractor and District and be subject to the monetary limitations set forth in Public Contract Code Section 20118.4 (Please check with the District since there are different interpretations of the limitations of Public Contract Code Section 20118.4 depending on the County the Project is located). In the event that Trade Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Trade Contractor waives any Claim of additional compensation for such additional work and Trade Contractor takes the risk that a Notice of Non-Compliance may issue, a critical path Project delay may occur, and Trade Contractor will also be responsible for the cost of preparation and DSA CCD review fees for a corrective DSA approved Construction Change Document.

TRADE CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

8.1.2 <u>Notices of Non-Compliance</u>

Trade Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Trade Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 8.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and

Specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by Trade Contractor's deviation from approved Plans and Specifications shall be Trade Contractor's responsibility.

8.1.3 <u>Architect Authority</u>

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

8.2 <u>CHANGE ORDERS ("CO")</u>

A CO is a written instrument prepared by the CM and signed by the District (as authorized by the District's Governing Board), Trade Contractor, and the Architect stating their agreement upon all of the following:

- a. A description of a change in the Work;
- b. The amount of the adjustment in the Contract Sum, if any; and
- c. The extent of the adjustment in the Contract Time, if any.

A CO may be comprised of ICD's, Response to RFP's and COR's

8.3 <u>CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and</u> <u>IMMEDIATE CHANGE DIRECTIVE (ICD)</u>

8.3.1 <u>Definitions</u>

8.3.1.1 *Construction Change Document (CCD).* A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A for Work affecting structural, access or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no Approval is required). Both CCD Category A and Category B shall be set forth in DSA Form 140 and submitted to DSA as required.

8.3.1.2 *Immediate Change Directive (ICD).* An Immediate Change Directive is a written order to Trade Contractor prepared by the Architect and signed by the District and CM and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Trade Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Trade Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

An ICD does not automatically trigger an Article 8.6 Dispute or Claim. Trade Contractor must timely follow the procedures outlined at Article 8.6 and 5.6 where applicable.

Refer to Division 1 and Supplementary General Conditions for a copy of the proposed Immediate Change Directive form.

8.3.2 <u>Use to Direct Change</u>

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in the Supplementary General Conditions and Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Trade Contractor Deficiencies or to correct a Trade Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and no additional time. Contract may prepare a COR associated with the ICD pursuant to Article 7. However, Trade Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 3.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Trade Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for pricing purposes as long as the RFP is submitted within the timeline provided by the RFP, or within 10 days following issuance of the ICD.

8.3.3 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Trade Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

8.3.3.1 *Trade Contractor Compliance with all Aspects of an ICD.* Trade Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 3.2 or Termination of the Trade Contractor pursuant to Article 14.

8.3.3.2 *Exception in the Case of DSA Issued Stop Work Order*. Trade Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Trade Contractor must stop work and wait further direction from the District.

8.3.3.3 *ICD Due to Trade Contractor Deficiency or Trade Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Trade Contractor Deficiency or a Trade Contractor caused notice of Non-Compliance, Trade Contractor specifically acknowledges responsibility for all consequential damages associated with Trade Contractor Deficiency or Trade Contractor caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 5.5.

8.4 **REQUEST FOR INFORMATION ("RFI")**

8.4.1 <u>Definition</u>

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

8.4.1.1 A RFI shall not be used as a vehicle to generate time extensions.

8.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Trade Contractor, Subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

8.4.1.3 A RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

8.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

8.4.2 <u>Scope</u>

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

8.4.3 <u>Response Time</u>

The Architect must respond to a RFI within a reasonable time 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, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify Trade Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

8.4.4 <u>Costs Incurred</u>

Trade Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 5.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Trade Contractor for all such professional services arising from this Article.

8.5 <u>REQUEST FOR PROPOSAL ("RFP")</u>

8.5.1 <u>Definition</u>

A RFP is a written request prepared by the Architect (and/or CM) requesting Trade Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 8.5. A form RFP is included in the Division 1 documents.

8.5.2 <u>Scope</u>

A RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Trade Contractor to provide the cost breakdowns required by Article 8.7. Trade Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

8.5.3 <u>Response Time</u>

Trade Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

8.6 <u>CHANGE ORDER REQUEST ("COR")</u>

8.6.1 <u>Definition</u>

A COR is a written request prepared by Trade Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

8.6.2 <u>Changes in Price</u>

A COR shall include breakdowns per Article 8.7 to validate any change in Contract Price due to proposed change or Claim.

8.6.3 <u>Changes in Time</u>

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. 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 Project Schedule as defined in Article 8. A schedule fragnet showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Trade Contractor fails to request a time extension in a COR, then Trade Contractor is thereafter precluded from requesting or claiming a delay.

8.7 <u>COST OF CHANGE ORDERS</u>

8.7.1 <u>Scope</u>

Within ten (10) days after a request is made for a change that impacts the Contract Sum as defined in Article 10.1, the critical path, or the Contract Time as defined in Article 9.1.1, Trade Contractor

shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum 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, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon Trade Contractor's receipt of an appropriate written Construction Change Document.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or CCD from time to time during the progress of the Project, Contract Sum being adjusted accordingly. All such Work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a "time and material" basis with adjustments to time made after Trade Contractor has justified through documentation the impact on the critical path of the Project.

8.7.1.1 *Time and Material Charges.* If the District orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or District Representative at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

8.7.2 Determination of Cost

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

- a. <u>Mutual acceptance</u> of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Trade Contractor's proposal, Trade Contractor may submit pursuant to Article 8.7.3. Submission of sums which have no basis in fact are at the sole risk of Trade Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et seq.);
 - 1. If the District objects to 8.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Trade Contractor shall utilize Article 8.7.2(d) or 8.7.3.
 - 2. Once the District provides a written objection to use of Article 8.7.2(a) due to unreliability of the estimated price, the Trade Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 8.7.2d) or 8.7.3.
- b. By unit prices contained in Trade Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Trade Contractor;

- c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Trade Contractor must utilize the procedure under Article 8.7.3; 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. Basis for Establishing Costs
 - i. Labor will be the 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 workers compensation insurance (exclude insurance costs as part of the overhead and profit mark-up), 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. In no case shall the total labor costs exceed the applicable prevailing wage rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless Trade 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.
 - ii. 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 District reserves the right to approve materials and sources of supply or to supply materials to Trade Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.
 - iii. <u>Tool and Equipment Rental</u>. No payment will be made for the use of tools which have a replacement value of \$250 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. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

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 District than holding it at the Work Site, it shall be returned unless Trade Contractor elects to keep it at the Work Site at no expense to the District.

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.

If tool and equipment charges are part of a Dispute, Claim, or Appeal, the District reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 14.11 and deduct any rental charges that exceed actual or depreciated costs.

- e. <u>Other Items</u>. The District 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 Trade Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- f. <u>Invoices</u>. 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 District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
- g. <u>Overhead</u>. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, 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, liability and property damage insurance, and additional safety equipment costs.

8.7.3 Format for COR or CO's

The following format shall be used as applicable by the District and Trade Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

		<u>EXTRA</u>	<u>CREDIT</u>
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)		
(c)	Equipment (attach invoices)		

		<u>EXTRA</u>	CREDIT
(d)	Subtotal		
(e)	If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).		
(f)	Subtotal		
(g)	Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% of Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d).		
(h)	Subtotal		
(i)	Bond not to exceed one percent (1%) of Item (h)		
(k)	TOTAL		
(1)	Time/Days		

The undersigned Trade Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

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

Trade Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

8.7.3.1 Adjustment for Time and Compensable Delay. A CO 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 Project Schedule as defined in Article 8 of the General Contract. A schedule fragnet showing the time delay must be submitted with the

CO. Any changes in time will be granted only if there is an impact to the critical path. If Trade Contractor fails to request a time extension in a CO, then Trade Contractor is thereafter precluded from requesting or claiming a delay.

8.7.4 <u>Deductive Change Orders</u>

All Deductive Change Order(s) must be prepared utilizing the form under Article 8.7.3 (a) - (d) only, setting forth the actual costs incurred. Except in the case of an Article 3.2 or 10.6 Deductive Change Order where no mark-up shall be allowed, Trade Contractor will be allowed a maximum of 5% total profit and overhead.

For unilateral Deductive Change Orders, or where credits are due from Trade Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 3.2 or Article 10.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Trade Contractor by District for items under Article 3.2 or Article 10.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

8.7.5 Discounts, Rebates, and Refunds

For purposes 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 Trade Contractor, and Trade Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of Trade Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein. All CO's are subject to Audit under Article 14.11 for discounts, rebates and refunds.

With respect to portions of the Work performed by COs and CCD's on a time-andmaterials, unit-cost, or similar basis, Trade Contractor shall keep and maintain cost-accounting records in a format consistent with accepted accounting standards and satisfactory to the District, which shall be available to the District on the same terms as any other books and records Trade Contractor is required to maintain under the Contract Documents.

Any time and material charges shall require Inspector's signature on time and material cards showing the hours worked and the Work actually completed. (See Article 8.7.1.1)

8.7.6 <u>Notice Required</u>

If Trade Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Trade Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 5.6. No Claim or Dispute shall be considered unless made in accordance with this subparagraph. Trade Contractor shall proceed to execute the Work even though the adjustment may not have 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.

8.7.7 <u>Applicability to Subcontractors</u>

Any requirements under this Article 7 shall be equally applicable to CO's, COR's or ICD's issued to Subcontractors by Trade Contractor to the same extent required by the Trade Contractor.

8.7.8 <u>Alteration to Change Order Language</u>

Trade Contractor shall not alter or reserve time in COR's, CO's or ICD's. Trade Contractor shall execute finalized CO's and proceed under Article 8.7.7 and Article 5.6 with proper notice. If Trade Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a fragnet showing delay to critical path, then Trade Contractor may be prosecuted pursuant to the False Claim Act.

ARTICLE 9 TIME AND SCHEDULE

9.1 **DEFINITIONS**

9.1.1 <u>Contract Time</u>

The Work performed by all Trade Contractors, coordinated through CM shall reach Substantial Completion (See Article 2.1.55) within the time specified in the Agreement Form. Moreover, Trade Contractors, coordinated and in concert with each other, shall perform its Work in strict accordance with the Project Milestones and Outline Schedule in the Contract Documents inclusive of all Float and other Baseline inclusions as noted in Article 9.3.2.12 and as otherwise specifically noted in Article 8.

9.1.2 <u>Development of a Project Baseline Schedule</u>

All Trade Contractors shall perform Work for the Project based on timing and sequences required under the Outline Schedule provided with the Contract Documents so Substantial Completion (See Article 2.1.55) is reached within the Contract Time. A Project Baseline Schedule will be developed from the Trade Contractor Baseline Schedule developed by Trade Contractor from the Outline Schedule provided in the Contract Documents. The Project Baseline Schedule incorporates input on timing, sequence, and durations so Milestones and the date of Substantial Completion can be reached in the Contract Time (including all Float and other Baseline inclusions as noted in Article 9.3.2.12). Once the Project Baseline Schedule is developed, Trade Contractor shall perform its Work in strict accordance with the Project Baseline Schedule to meet all Project Milestones.

Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 9.3.2.12 and as otherwise specifically noted in Article 8.

9.1.3 <u>Notice to Proceed</u>

District may give a NTP to commence work for the Project within ninety (90) days of the award of the bid by District. All Trade Contractors will receive a copy of this NTP. Trade Contractors are to immediately commence preparing Submittals, Trade Contractor Baseline Schedules and commence attendance at Initial Trade Contractor Coordination Meetings after receipt of the NTP. However, not all Trade Contractors will immediately commence Work. Once Trade Contractor Baseline Schedules are reviewed and coordinated, Trade Contractor shall schedule their work based on the CM prepared Project Baseline Schedule, which shall form the timing and basis for Trade Contractor's Work. If there are areas of conflict or issues with how Trade Contractor Baseline Schedule was incorporated into the Project Baseline Schedule, Trade Contractor must provide written notice within ten (10) days following issuance of the Project Baseline Schedule. The Project Baseline Schedule determines the timing of Work for the entire Project for all Trade Contractors and is prepared so all Milestones are met and all Work shall be completed in the Contract Time.

9.1.4 <u>Computation of Time</u>

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

9.1.5 <u>Float</u>

Float is time the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. Project Float and Rain Days are owned by the Project and may be utilized as necessary for critical path delays once the days become available for consumption (i.e. the Rain Day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). Float is applicable to Critical Activities for the entire Project and shall be applied to each Trade Contractor based on the Trade Contractor's sequence of Work in relation to the Project Baseline Schedule that is issued and occasionally updated by CM in Schedule Updates. However, Governmental Delay Float shall not be utilized for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.

9.1.5.1 *Governmental Delay Float*. It is anticipated that there will be governmental generated delays over the course of the Project. Specific to DSA approvals, it is anticipated that no less than twelve (12) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require twenty-four (24) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require six (6) days of Governmental Float) This Governmental Delay Float must be incorporated into the Trade Contractor Baseline Schedule and should be incorporated in each critical activity as Trade Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Trade Contractor's discretion. Governmental Delay Float on the Project may exceed 12 days per one (1) year period, but Trade Contractor is required to include not be less than 12 days of Governmental Delay Float during each one (1) year period.

The Project Baseline Schedule may carry Governmental Delay Float as a float category allowance item to be consumed as necessary during the course of the Project at the CM's option.

Trade Contractor's failure to establish a protocol for requesting inspections is not grounds to utilize Governmental Delay Float. As noted in Article 4.1.4, 48 hours advance notice of commencing Work on a new area is required after submitting form DSA 156 and under PR 13-01 Special Inspection reports are not required to be posted until at least 14 days after the Work was inspected. Failure to plan, and pay (if applicable) for quicker delivery of Special Inspections is not Governmental Delay Float under Article 9.1.5.1. If Governmental Delay Float is not utilized, this float is carried through to other DSA 152 categories of inspection and consumed over the course of the Project

Governmental Delay Float may be utilized for a DSA Stop Work Order regardless of fault as defined under Education Code Section 17307.5(b).

9.1.5.2 Inclement Weather (Rain Days). Time extensions for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 22 calendar days for each calendar year for Southern California will be allotted for in the Trade Contractor Baseline Schedule and Project Baseline Schedule for each winter weather period or carried at the end of the schedule as Rain Float. Float for weather days in other geographical regions shall be adjusted based on NOAA weather data for the geographical location. As part of Trade Contractor's Baseline Schedule, Trade Contractor has anticipated all the days it takes as part of Trade Contractor's Scope of Work to dry out and re-prepare areas that may be affected by weather delays which extend beyond the actual weather days. The weather days that occur during the course of the Project that affect Trade Contractor that are not used will

become float for the Project's use. Trade Contractor weather delays during Trade Contractor Scope of Work will not be allowed on a day-for-day weather delay for periods noted as float in the Schedule. Trade Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.

A Rain Day shall be granted if the weather prevents a critical activity when requested by the Trade Contractor from beginning Work at the usual daily starting time, or prevents the Trade Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.

The Project Baseline Schedule may carry Rain Float as a float category allowance item to be consumed as necessary during the course of the Project at the CM's option.

9.1.5.3 *Project Float.* The Trade Contractor (or CM) may determine some activities require a lesser duration than allocated and may set aside float in the Project Schedule. There shall be no early completion. Instead, to the extent float is either addressed at the end of the Project or throughout each category of critical path work, Project Float may be used as necessary during the course of the Project and allocated on a first, come first serve basis. However, the use of float does not extend to Governmental Delay Float, which shall only be used for Governmental Delays.

9.2 HOURS OF WORK

9.2.1 <u>Sufficient Forces</u>

Trade Contractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Project Baseline Schedule and Updated Schedules for the Project.

9.2.2 <u>Performance During Working Hours</u>

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

9.2.3 Costs for After Hours Inspections

If the Work done after hours is required by the Contract Documents, a Trade Contractor Recovery Schedule, or as a result of the Trade Contractor's failure to plan, and inspection must be conducted outside the Inspector's regular working hours, the costs of any after hour inspections, shall be borne by the Trade Contractor.

If the District allows Trade Contractor to do Work outside regular working hours for the Trade Contractor's convenience, the costs of any inspections required outside regular working hours shall be addressed through a Deductive Change Order shall be issued from the next Progress Payment.

If Trade 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 Trade Contractor by the District and a Deductive Change Order.

9.3 **PROGRESS AND COMPLETION**

9.3.1 <u>Time of the Essence</u>

Time limits stated in the Outline Schedule and the Milestones and Contract Time submitted with Contract Documents are of the essence to the Contract. By executing the Agreement, the Trade Contractor confirms that the Contract Time and Milestones are a reasonable period for performing the Work.

9.3.2 <u>Trade Contractor Baseline Schedule Requirements</u>

9.3.2.1 *Timing*: Within ten (10) calendar days after NTP, Trade Contractor shall submit a practical schedule showing the order in which the Trade Contractor proposes to perform the Work, the durations of each category of Work, and the dates on which the Trade Contractor contemplates starting and completing the categories of the Work.

9.3.2.2 *Trade Contractor Baseline Schedule*. This first schedule which outlines the Trade Contractor's view of the practical way in which the Work will be accomplished is the Trade Contractor Baseline Schedule. If the Trade Contractor Fails to submit its Baseline Schedule within the ten (10) days noted, then District may withhold processing and approval of progress payments pursuant to Article 9.4 and 10.6. As part of the preparation of Trade Contractor Baseline Schedule, Trade Contractor shall undertake the following:

- a. <u>Review of Durations</u> in the Outline Schedule shall be undertaken carefully.
- b. <u>Coordination with other Trade Contractors</u>. Where interface is required with other Trade Contractors, Trade Contractor Baseline Schedule must note where coordination is required and the coordination points and dates shall be noted and forwarded in an outline or narrative basis to the affected Trade Contractor so the interface and timing may be reviewed at Trade Contractor Initial Coordination Meetings.
- c. <u>Issues with Outline Schedule</u> must be addressed in writing by Trade Contractor identifying the issue, duration, conflict, or other problem with the Outline Schedule within ten (10) days after NTP. The issues will be addressed at the first Trade Contractor Coordination meeting and each Trade Contractor Coordination meeting until a Project Baseline Schedule for the entire Project is established.
- d. <u>Once the Project Baseline Schedule is Provided</u>, Trade Contractor must provide written objections within ten (10) days after receipt of the Project Baseline Schedule and note the specific items that are issues and request revision, if necessary.

9.3.2.3 *District Review and Approval:* The Design Team will review both a paper and electronic copy of Trade Contractor Baseline Schedule and note comments under Article 9.3.2(e) or as otherwise noted in this Article and either approve or disapprove the Trade Contractor Baseline Schedule.

a. <u>Schedules to be Provided Electronically</u>. All Baseline, Update, and Recovery Schedules shall be prepared using an accepted electronic scheduling program acceptable to CM. All Schedules shall be delivered in an electronic format usable by the CM. All logic ties and electronic information shall be included in the electronic copy of the schedule that is delivered to the CM.

9.3.2.4 *Schedule Must Be Within the Given Contract Time.* The Trade Contractor Baseline Schedule shall not add durations that cause the Contract Time to be exceeded, shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.

9.3.2.5 *Submittals Must Be Incorporated (See Articles 4.7 and 4.9)*: Trade Contractor shall include Submittals as line items in the Trade Contractor Baseline Schedule as required under Article 3.7.2 and 4.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Trade Contractor Baseline Schedule shall be deemed a material breach by the Trade Contractor.

9.3.2.6 *Float Must Be Incorporated*: The schedule must indicate the beginning and completion of all phases of construction and shall use the "Critical Path Method" (commonly called CPM) for the value reporting, planning and scheduling, of all Work required under the Contract Documents. Trade Contractor Baseline Schedule must incorporate all Milestones in Outline Schedule, apply Governmental Float as deemed appropriate in the Trade Contractor's discretion. The Trade Contractor Baseline Schedule shall incorporate the Outline Schedule provided as part of the Contract Documents and shall note durations that will not be adequate or should be shortened based on Trade Contractor's Review. These changes shall be identified, reviewed with other Trade Contractor Baseline Schedules and incorporated into CM's Project Baseline Schedule for the Project. CM's Project Baseline Schedule is critical to CM Coordination, Sequencing of Trades, and to ensure monitoring of the progress of each Trade Contractor's Work.

9.3.2.7 *No Early Completion.* Trade Contractor shall not submit a Trade Contractor Baseline Schedule showing early completion without indicating float time through the date set for Project completion by District. Trade Contractor's schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Trade Contractor to any delay claim or damages due to delay.

9.3.2.8 Use of Outline Schedule Provided in Bid Documents. The Bid will includes an Outline Schedule providing anticipated durations and sequences that incorporates key Milestones along with general timing for the Project that incorporates float and other Baseline inclusions as noted in Article 9.3.2.12 The preliminary Outline Schedule is not intended to serve as the Project Baseline Schedule utilized for construction. It is up to the Trade Contractor to study, participate and assist in developing a Project Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the District. Contract shall obtain information from Trade Contractor's Subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of Subcontractors so a practical plan of Work is fully developed and represented in the Project Baseline Schedule.

9.3.2.9 *Trade Contractor Failure to Submit Trade Contractor Baseline Schedule.* Trade Contractor failure to submit a Trade Contractor Baseline Schedule is a material breach of the Contract and grounds for Termination pursuant to Article 14. However, CM, in its sole discretion, may require Trade Contractor's written consent to the Project Baseline Schedule prepared from other Trade Contractor information utilized to build the Project Baseline Schedule as a whole.

9.3.2.10 Incorrect Logic, Durations, Sequences, or Critical Path. The CM may reject or indicate durations, sequences, critical path or logic in Trade Contractor Baseline or Updated Schedule are not acceptable and request changes. The electronic copy of the Schedules shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Trade Contractor is to diligently rebuild and resubmit the Schedules to represent the Trade Contractor's plan to complete the Work and maintain Milestones at the next progress meeting, or before the next progress meeting. If Trade Contractor is not able to build a schedule that is acceptable to the CM and District, the CM and District reserve the right build an acceptable a Trade Contractor Baseline Schedule on behalf of the Trade Contractor from the information received.

9.3.2.11 Trade Contractor Responsibility for Schedules Even if Schedule Issues Are Not Discovered. Failure on the part of the District to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.

9.3.2.12 *Inclusions in Trade Contractor Baseline Schedule*. In addition to Trade Contractor Baseline Scheduling requirements set forth at Article 9.3.2 and Schedule Update requirements, Trade Contractor is specifically directed break out separately in Trade Contractor's Baseline Schedule the following items required pursuant to these General Conditions, including but not limited to:

- a. Rain Day Float (excluding inclement weather) as required under Article 9.1.5.2. For example, if the NOAA provides 22 days of Rain Days, all 22 days must be incorporated and noted in the Schedules. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.
- b. Governmental Delay Float under Article 9.1.5.1. This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall only be distributed to the Project upon the completion of the Project and shall be used to offset Liquidated Damages and shall not generate compensable delays.
- c. Submittal and Shop Drawing schedule under Article 4.9.
- d. Deferred Approvals under Article 4.9.
- e. Time for separate and other Trade Contractors, including furniture installation and start up activities, under Article 7.1.
- f. Coordination and timing of any drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 3.1.4

g. Testing, special events, or school activities

9.3.2.13 Failure to include Mandatory Schedule Items. District may withhold payment pursuant to Articles 10.3, 10.4 and 10.6. In lieu of withholding payment for failure to include Mandatory Schedule Items, after the CM has notified the Trade Contractor of failure to meet the Trade Contractor Baseline Schedule or Updated Schedule requirements and the Trade Contractor fails to correct the noted deficiencies or the Trade Contractor does not provide an updated schedule correcting the deficiencies, then Trade Contractor is deemed to have agreed to the durations and sequences set forth in the Outline Schedule and the CM created Project Baseline Schedule and Schedule Updates. In addition, Trade Contractor shall waive any consequential or delay damages or disruption damages for failure to prepare an approved Trade Contractor's Baseline Schedule, or representation of the logical sequence and durations of Trade Contractor's Work and, thus, impacts, coordination and delays have not been articulated and are not available as grounds to evaluate impacts to the Trade Contractor's anticipated Work for the Project. Trade Contractor shall not be granted an extension of time for failure to obtain necessary items and approvals under Article 9.3.2 and for the time required for failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Trade Contractor shall maintain all items required under Article 9.3.2 (and specifically Article 9.3.2.12) schedule items in the Project Baseline Schedule and shall be deemed responsible for delivery of the Trade Contractor Scope of Work as outlined in the Project Baseline Schedule and any Schedule updates. If the Contract Time is exceeded, then Trade Contractor shall be subject to the assessment of Liquidated Damages pursuant to Article 9.4.

9.3.2.14 *Failure to Meet Requirements*. Failure of the Trade Contractor to provide proper Trade Contractor Baseline Schedules or Trade Contractor Schedule updates as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Trade Contractor.

In addition, Trade Contractor shall be deemed to have agreed to the durations and sequences set forth in the Project Baseline Schedule and Schedule Updates. In addition, Trade Contractor shall waive any consequential or delay damages or disruption damages for failure to prepare an approved Trade Contractor Baseline Schedule, or representation of the logical sequence and durations of Trade Contractor's Work and, thus, impacts, coordination and delays have not been articulated and are not available as grounds to evaluate impacts to the Trade Contractor's anticipated Work for the Project.

9.3.3 <u>Update Schedules</u>

9.3.3.1 Updates Shall Be Based on Approved Project Baseline Schedule. The Project Baseline Schedule shall be used to build future schedule updates. Schedule Updates shall be a CPM based schedule consistent with the Project Baseline Schedule requirements of 9.3.2.1n the case of utilization of Article 9.3.2.13 and no Trade Contractor Baseline Schedule has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 9.3.2. Trade Contractor shall be held to the Article 9.3.2.13 unapproved Baseline Schedule, inclusive of all Milestones, adjusted for comments and all required Baseline Schedule Inclusions under Article 9.3.2.12.

9.3.3.2 *Schedule Updates*. Trade Contractor shall update the Project Baseline Schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

9.3.3.3 *Listing of Items Causing Delays.* Schedule Updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the latest approved Project Baseline Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing. Delays shall only be listed if they meet the requirements of Article 9.4.

9.3.3.4 *Recovery Schedule*. In addition to providing a Schedule update every thirty (30) days, the Trade Contractor, if requested by the Architect or District, shall take the steps necessary to improve Trade Contractor's progress and demonstrate to the District and Architect that the Trade Contractor has seriously considered how the lost time, the Completion Date, or the Milestones that are required will be met within the terms of the Contract. Trade Contractor shall immediately provide a Recovery Schedule showing how Milestones and the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or District.

- a. <u>Failure to Provide a Recovery Schedule</u>. Failure shall subject Trade Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time. Refusal or failure to provide a Recovery Schedule shall be considered a substantial failure of performance and a material breach of Contract and may result in Termination of the Contract pursuant to Article 14.
- b. <u>Recovery Schedule Acceleration without Additional Cost.</u> The District may require Trade Contractor prepare a Recovery Schedule showing how the Project shall be accelerated, without any additional cost to the District. The District may order, without additional cost, the following:
 - i. Increase the number of shifts;
 - ii. Utilize overtime to recover the schedule; and/or
 - iii. Increase the days when Work occurs, including weekends, at the Project and at any manufacturer's plant.
- c. <u>Recovery Schedule Acceleration without Additional Cost.</u> If Trade Contractor Disputes that the Recovery Schedule acceleration shall be issued without additional costs, the Trade Contractor shall submit concurrent with Recovery Schedule Acceleration notice pursuant to Articles 9.4.6and 9.4.4.

9.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

9.4.1 <u>Liquidated Damages</u>

TRADE CONTRACTOR AND DISTRICT HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE

TRADE CONTRACTOR SHALL PAY TO THE DISTRICT THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ART 2.1.55). CONTRACTOR AND ITS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

9.4.2 <u>Delay</u>

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Trade Contractor agrees to bear the risk of delays to completion of the Work; and that Trade Contractor's bid for the Contract was made with full knowledge of this risk.

In agreeing to bear the risk of delays to complete the Work, Trade Contractor understands that, except and only to the extent provided otherwise in Article 7 and 8, the occurrence of events that delay the Work shall not excuse Trade Contractor from its obligation to achieve Completion of the Project within the Contract Time, and shall not entitle the Trade Contractor to an adjustment to the Contract time.

9.4.3 <u>Excusable Delay</u>

Trade Contractor shall not be charged for Liquidated Damages because of any delays in completion of Work which are not the fault or negligence of Trade Contractor or its Subcontractors, arising from Rain Float or Project Float, including acts of God, as defined in Public Contract Code Section 7105, acts of enemy, epidemics and quarantine restrictions. Trade Contractor shall within five (5) calendar days of beginning of any such delay notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of a properly prepared CPM schedule.

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

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

9.4.3.3 *Extension Request.* In the event the Trade Contractor requests an extension of Contract time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work (See Article 7). When requesting time, i.e., extensions, for proposed Change Orders, they must be submitted with the proposed Change Order with full justification and documentation. If the Trade Contractor fails to submit justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of Work. Blanket or general claims for extra days without specific detailed information as

required herein or a blanket or general reservation of rights do not fulfill the requirements of this Article and shall be denied. The justification must include, but is not limited to, the following information:

- a. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- b. Logical ties to the official Project Baseline Schedule or Approved Updated Schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay. (A fragment of any delay of over ten (10) days must be provided.)

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

9.4.4 <u>Notice by Trade Contractor Required</u>

Trade Contractor shall within five (5) calendar days of beginning of any delay on the Project shall notify the District in writing of causes of delay with justification and supporting documentation. In the case of a Recovery Schedule pursuant to Article 9.4.6, Contractor shall submit written notice concurrent with the Recovery Schedule. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected.

Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

9.4.4.1 *Adjustment for Compensable Delays*. The Schedule may be adjusted for a delay if, and only if, Trade Contractor undertakes the following:

- a. Trade Contractor submits a timely COR or CO pursuant to the requirements of Article 7.
- b. Trade Contractor submits a fragnet showing the critical path delay caused by the COR, CO, Changed Condition, CCD, or ICD
- c. Trade Contractor has addressed all required float days in the fragnet.
- d. Trade Contractor submits a complete breakdown of all costs incurred utilizing the format of Article 8.3.3

9.4.5 <u>No Additional Compensation for Coordinating Governmental Submittals and the</u>

TRADE CONTRACTOR HAS PLANNED ITS WORK AHEAD OF TIME AND IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE GAS COMPANIES, ELECTRICAL UTILITY COMPANIES, WATER DISTRICTS AND OTHER AGENCIES MAY HAVE TO APPROVE

TRADE CONTRACTOR PREPARED DRAWINGS OR APPROVE A PROPOSED INSTALLATION. TRADE CONTRACTOR HAS INCLUDED DELAYS AND DAMAGES WHICH MAY BE CAUSED BY SUCH AGENCIES IN TRADE CONTRACTOR'S BID AND HAS INCLUDED ADEQUATE TIME IN THE TRADE CONTRACTOR'S BASELINE SCHEDULE. FAILURE TO ADEQUATELY PLAN AND SCHEDULE IS NOT A BASIS TO USE GOVERNMENTAL DELAY FLOAT.

9.4.6 <u>District Right to Accelerate the Work</u>

The District may direct the Trade Contractor to meet schedule requirements when the Work has been delayed. The District shall compensate the Trade Contractor for the additional costs incurred by acceleration to the extent that such costs are directly attributable to the acceleration and are incurred through no fault or negligence of the Trade Contractor.

9.4.6.1 *Management of Acceleration*. Trade Contractor acceleration shall not include Work that is part of the scope of Work detailed in the Plans and Specifications. Instead, the acceleration costs shall be premium or overtime and quantifiable additional work added to the Project meant to accelerate the Project. Trade Contractor is directed to keep consistent crews on the Project so time can be tracked. If crews are circulated off the Project or crews brought in only for overtime, the District may be charged for Contract Work and not accelerated time. In such case, the District may object to the costs submitted.

9.4.6.2 *Costs for Acceleration.* Cost for Acceleration shall be supported by backup documentation, and time sheets signed by the Inspector for each day work has been performed, at or near the time when the Work was performed. A listing on the time sheet shall document all labor, materials and services utilized that day and provide areas of work, and amount of work performed. Trade Contractor shall comply with submission requirements of Article 8.7.

ARTICLE 10 PAYMENTS AND COMPLETION

10.1 <u>CONTRACT SUM/ CONTRACT PRICE</u>

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

10.2 COST BREAKDOWN

10.2.1 <u>Required Information</u>

Trade Contractor shall furnish the following:

- a. Within ten (10) days after Notice to Proceed, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for each Project, site, building, Milestone or other meaningful method to measure the level of Project Completion as determined by the District shall be submitted as a Submittal for the Project;
- e. Within ten (10) days after the date of the Notice to Proceed, a schedule of estimated monthly payment requests due the Trade 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 District may require;
- f. Within ten (10) days after the date of the Notice to Proceed, address, telephone number, telecopier number, California State Contractors License number, classification and monetary value of all subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

10.2.2 Information and Preparation of Schedule of Values

10.2.2.1 *Break Down of Schedule of Values*. Schedule of Values shall be broken down by Project, site, building, Milestone, or other meaningful method to measure the level of Project Completion as determined by the District.

10.2.2.2 *Based on Trade Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Trade Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Trade Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

10.2.2.3 <u>Largest Dollar Value for Each Line Item</u>. Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half of one percent (0.5%) of their Contract Price, whichever is less.

10.2.2.4 *Allowances*. Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

10.2.2.5 *Labor and Materials Shall Be Separate*. Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

10.2.3 District Approval Required

The District shall review all submissions received pursuant to Article 10.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

10.3 PROGRESS PAYMENTS

10.3.1 Payments to Trade Contractor

Unless there is a resolution indicating that the Work for the Project is substantially complex, within thirty-five (35) days after approval of the Request for Payment, Trade Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Trade Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Trade Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Trade Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Trade Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Trade Contractor due to any abandonment by the Trade Contractor or termination by the District.

The Trade 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 District concerning the Work, or any portion thereof, remains incomplete.

Notwithstanding anything to the contrary stated above, the Trade Contractor may include in its Request for Payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

- a. The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;
- b. Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;
- c. With each Trade Contractor Request for Payment, the Trade Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Trade Contractor shall procure insurance satisfactory to the

District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

- d. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;
- e. Representatives of the District shall have the right to make inspections of the storage areas at any time; and
- f. Such materials shall be: (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

10.3.2 Purchase of Materials and Equipment and Cost Fluctuations

The Trade 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 District to assure that there will be no delays. Trade Contractor understands that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Trade Contractor's vendors or by other means. Trade Contractor further understands and incorporates into Trade Contractor's bid cost any wage rate increases during the Project for the Trade Contractor's labor force as well as all other Subcontractor and vendor labor forces. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Trade Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

10.3.3 <u>No Waiver</u>

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Trade Contractor specifically understands Title 24 Section 4-343 which states:

"It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties... In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved plans, specifications, and change orders..."

Notwithstanding any payment, the District may enforce each and every provision of this Contract which includes, but is not limited to, the Performance Bond and Payment Bond. The District may correct any error subsequent to any payment. In no event shall the Trade Contractor or the Surety be released or exonerated from performance under this Contract when the District overpays the Trade Contractor based upon any mistake, inaccuracy, error or falsification in any estimate that is included in any Request for Payment.

10.3.4 <u>Issuance of Certificate of Payment</u>

The Architect shall, within seven (7) days after receipt of the Trade Contractor's Application for Payment, either approve such payment or notify the Trade Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Article 10.6. The review of

the Trade Contractor's Application for Payment by the Architect is based on the Architect's observations at the Project 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. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." District's return of a Pencil Draft shall constitute the District's dispute of the Payment Application that has been submitted. Trade Contractor shall promptly respond to Pencil Drafts or Trade Contractor's Payment Applications may be delayed. Trade Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the prompt payment of a Request for Payment or Request for Retention. The foregoing representations are subject to: (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute the Trade Contractor's verified representation that the Trade Contractor is entitled to payment in the amount certified.

10.3.5 Payment of Undisputed Contract Payments

In accordance with Public Contract Code Section 7100, payments by the District to the Trade Contractor for any and all undisputed amounts (including all Progress Payments, Final Payments or Retention Payment) is contingent upon submission of a proper and accurate Payment Application and the Trade Contractor furnishing the District with a release of all Claims against the District related to such undisputed amounts. Disputed Contract Claims in stated amounts may be specifically excluded by the Trade Contractor from the operation of the release. If, however, the Trade Contractor specifically excludes any Claims, the Trade Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion in accordance with Articles 5.6 and 8.7.

10.4 <u>APPLICATIONS FOR PROGRESS PAYMENTS</u>

10.4.1 <u>Procedure</u>

10.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Trade Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

- 1. The amount paid to the date of the Payment Application to the Trade Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- 2. The amount being requested under the Payment Application by the Trade 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;
- 3. The balance that will be due to each of such entities after said payment is made;
- 4. A certification that the As-Built Drawings and Annotated Specifications are current;

- 5. Itemized breakdown of Work done for the purpose of requesting partial payment;
- 6. An updated Project Baseline Schedule or other Schedule updates in conformance with Article 8;
- 7. Failure to submit a Schedule update for the month or any previous month
- 8. The additions to and subtractions from the Contract Price and Contract Time;
- 9. A summary of the Retention held;
- 10. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;
- 11. The percentage of completion of the Trade Contractor's Work by line item; and
- 12. An updated Schedule of Values from the preceding Application for Payment.
- 13. Prerequisites for Progress Payments
- 14. Any other information or documents reasonably requested by the District, Architect, CM or Inspector.

10.4.1.2 *First Payment Request.* The following items, if applicable, must be completed before the first payment request will be accepted for processing:

- 1. Installation of the Project sign;
- 2. Receipt by Architect of Submittals;
- 3. Installation of field office;
- 4. Installation of temporary facilities and fencing;
- 5. Submission of documents listed in the Article 10.2 relating to Contract Price breakdown;
- 6. Preliminary schedule analysis, due within 10 days after Notice to Proceed (see Article 9.3.2);
- 7. Trade Contractor's Baseline Schedule (to be CPM based in conformance with Article 8);
- 8. Schedule of unit prices, if applicable;
- 9. Submittal Schedule;

- 10. Copies of necessary permits;
- 11. Copies of authorizations and licenses from governing authorities;
- 12. Initial progress report;
- 13. Surveyor qualifications;
- 14. Written acceptance of District's survey of rough grading, if applicable;
- 15. List of all Subcontractors, with names, license numbers, telephone numbers, and scope of work;
- 16. All bonds and insurance endorsements or other required documents; and
- 17. Resumes of Trade Contractor's Project Manager, and if applicable, job site secretary, record documents recorder, and job site Superintendent.

10.4.1.3 *Second Payment Request.* The second payment request will not be processed until all Submittals and Shop Drawings have been accepted for review by the Architect.

10.4.1.4 *All Payment Requests.* No payment requests will be processed unless Trade Contractor has submitted copies of the certified payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted.

- 10.4.1.5 Final Payment Application (90% or 95%). (See Article 10.11.1)
- 10.4.1.6 Final Payment Application (100%). (See Article 10.11.3)

10.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE

Trade Contractor warrants title to all Work. Trade Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Trade 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. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Trade Contractor's Payment and Performance Bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Trade Contractor, Trade Contractor and Trade Contractor's Surety shall promptly, on demand by District and at Trade Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.

If the Trade Contractor fails to furnish to the District within ten (10) calendar days after written demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Trade Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 4.16 and

the Agreement Form, and shall act as a trigger under Civil Code Section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made. Any withholdings by the District for stop notices in accordance with Civil Code Section 9358 shall not be a basis by the Trade Contractor to make a Claim for interest penalties under Public Contract Code Sections 7107 or 20104.50.

10.6 DECISIONS TO WITHHOLD PAYMENT

10.6.1 <u>Reasons to Withhold Payment</u>

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Article 10.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- a. Defective Work not remedied;
- b. Stop notices served upon the District;
- c. Liquidated Damages assessed against the Trade Contractor;
- d. The cost of Completion of the Contract if there exists 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 District or other contractor;
- f. Unsatisfactory prosecution of the Work by the Trade Contractor;
- g. Failure to store and properly secure materials;
- h. Failure of the Trade Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, Schedule of Values, Product Data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;
- i. Failure of the Trade Contractor to maintain As-Built Drawings;
- j. Erroneous estimates by the Trade Contractor of the value of the Work performed, or other false statements in a Payment Application;
- k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
- 1. Failure of the Trade Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
- m. Failure to properly pay prevailing wages as defined in Labor Code Section 1720, et seq.;

- n. Failure to properly maintain or clean up the Site;
- o. Payments to indemnify, defend, or hold harmless the District;
- p. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
- q. Failure to submit an acceptable Schedule in accordance with Article 8;
- r. Failure to pay Subcontractor or suppliers as required by Article 10.8;
- s. Failure to secure warranties, including the cost to pay for warranties;
- t. Failure to provide releases from material suppliers or Subcontractors when requested to do so;
- u. Items deducted pursuant to Article 3.2;
- v. Incomplete Punch List items under Article 10.9 which have gone through the Article 3.2 process; or
- w. Allowances that have not been used.

10.6.2 <u>Reallocation of Withheld Amounts</u>

District may, in its discretion, apply any withheld amount to payment of outstanding Claims or obligations as defined in Articles 10.6 and 10.5. In so doing, District shall make such payments on behalf of Trade Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Trade Contractor and District shall not be liable to Trade Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of Claim or obligation. District will render Trade Contractor an accounting of such funds disbursed on behalf of Trade Contractor.

If Trade Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Trade Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

10.6.3 <u>Payment After Cure</u>

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 Trade Contractor to perform in accordance with the terms and conditions of the Contract Documents.

10.7 <u>NONCONFORMING WORK</u>

Trade Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Trade Contractor shall promptly replace and reexecute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Trade Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Trade Contractor's expense. If Trade Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Trade Contractor.

10.8 <u>SUBCONTRACTOR PAYMENTS</u>

10.8.1 <u>Payments to Subcontractors</u>

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

10.8.2 <u>No Obligation of District for Subcontractor Payment</u>

The District 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.

10.8.3 <u>Payment Not Constituting Approval or Acceptance</u>

An approved Request for Payment, a progress payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

10.8.4 Joint Checks

District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Trade Contractor and Subcontractors and 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 District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks depends on the District and the specific circumstances.

10.9 <u>COMPLETION OF THE WORK</u>

10.9.1 <u>Close-Out Procedures</u>

10.9.1.1 *Incomplete Punch Items.* When the Trade Contractor considers the Work Substantially Complete (See Article 2.1.55 for definition of Substantially Complete), the Trade Contractor shall prepare and submit to the District a comprehensive list of minor items to be completed or corrected (hereinafter "Incomplete Punch Items" or "Punch List"). The Trade Contractor and/or its Subcontractors shall proceed promptly to complete and correct the Incomplete Punch Items listed. Failure to include an item on such list does not alter the responsibility of the Trade Contractor to complete all Work in accordance with the Contract Documents. Trade Contractor is aware that Title 24 Section 4-343(a) provides:

"RESPONSIBILITIES. IT IS THE DUTY OF THE CONTRACTOR TO COMPLETE THE WORK COVERED BY HIS OR HER CONTRACT IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS THEREFOR. THE CONTRACTOR IN NO WAY IS RELIEVED OF ANY RESPONSIBILITY BY THE ACTIVITIES OF THE ARCHITECT, ENGINEER, INSPECTOR OR DSA IN THE PERFORMANCE OF SUCH DUTIES.

10.9.1.2 Punch List Is Prepared Only After the Project Is Substantially Complete. If any of the conditions noted in Article 2.1.55 as defining Substantial Completion are not met, the Inspector, Architect or District may reject Trade Contractor's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be completed by the Trade Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

10.9.1.3 *Punch List* is a list of minor items remaining to be completed prepared by the Design Team provided to Trade Contractors after Substantial Completion (See 2.1.55) which includes the following three (3) conditions: (1) all contractually required items have been installed; (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use.

10.9.1.4 *Time for Completion of Punch List.* Trade Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on the Project. During the Punch List period, the Trade Contractor's Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Trade Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Trade Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Trade Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 3.2 of this Agreement.

Failure to issue a timely written request for additional time to complete Punch List shall result in the deletion of the remaining Punch List Work pursuant to Article 3.2 and the issuance of a Deductive Change Order.

- a. Extension of Time to Complete Punch List. If Trade Contractor cannot finish the Punch List Work during the time period allotted under Article 10.9.1.4, the Trade Contractor may make a written request for a Non-Compensable Punch List time extension accompanied by an estimate of the number of additional days it will take to complete the Punch List Work for a written consent from the District to allow continued Punch List Work. Punch List time extensions are a maximum of thirty (30) days for each request and must be accompanied by an itemized valued Punch List.
- b. If there is no valued Punch List accompanying any request or if Trade Contractor intends to undertake Punch List without the continued support and supervision of its Superintendent and Project Manager (as required under Article 4.2), the Architect, or the Design Team may issue a valued Punch List, reject the Punch List Time Extension and deduct 150% of the valued Punch List pursuant to Article 3.2 and proceed to Close-Out the Project. Trade Contractor shall cease work on the Project and proceed to complete Trade Contractor's Retention Payment Application and complete the Work for the Project required pursuant to Article 10.11.4.

10.9.1.5 District Rejection of Written Request for Punch List Time Extensions. Following sixty (60) Days of Punch List under Article 10.9.1.4, the District has the option of rejecting Punch List Time Extension requests. The District may proceed under Article 3.2 and deduct the value of remaining Punch List Work pursuant to Article 3.2. If the District rejects the Punch List Time Extension request then Trade Contractor shall cease Work on the Project and proceed to Final Inspection pursuant to Article 10.11.2.

10.9.1.6 Punch List Liquidated Damages to Compensate for Added District Project Costs. If the total time utilized for Punch List exceeds sixty (60) days [the thirty (30) day period under Article 10.9.1.4 plus an additional thirty (30) day period that has been requested in writing], and the District grants an additional written Punch List Time Extension that exceeds sixty (60) days of Punch List, then Contactor shall be charged Liquidated Damages of at least \$750 per day for continued Punch List Work to partially compensate for the Inspector, Architect, and CM's extended time on the Project. This Punch List Liquidated Damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and CM to reinspect Punch List items and perform the administration of the Close-out.

Trade Contractor received thirty (30) days without any charges for Punch List Liquidated Damages and is placed on notice pursuant to this Article 10.9.1.6that \$750 is due for each day of Punch List that exceeds sixty (60) days at \$750, a cost much lower than typical (and actual) costs for Inspection, Architect and CM time required during Punch List. Starting at ninety (90) days of Punch List (an excessive number of days to complete Punch List), the District shall be entitled to adjust Punch List Liquidated Damages to an estimate of the actual costs incurred to oversee, monitor and inspect the Punch List. If costs exceed \$750 per day, the anticipated extended contract charges for Inspection, Architect, CM, and any other costs that will be incurred due to the extended Punch List shall be itemized and a daily rate of Punch List Liquidated Damages shall be presented in writing to the Trade Contractor within five (5) days

following the receipt of a written request for Punch List Time Extension by the Trade Contractor that extends the Punch List time beyond ninety (90) days. This written notice of actual Punch List Liquidated Damages may be provided to the Trade Contractor at any time following the first written request for Punch List Time extension requested under Article 10.9.1.4. The adjusted actual Punch List Liquidated Damage amount shall be applicable as Punch List Liquidated Damages commencing on the ninetieth (90th) day of Punch List.

10.9.2 <u>Close-Out Requirements for Final Completion of the Project</u>

- a. <u>Utility Connections</u>. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected
- b. <u>As-Builts Up to Date and Complete</u>. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built Drawings
 - 1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Builts
 - 2. Trade Contractor is liable and responsible for inaccuracies in As-Built Drawings, even though they become evident at some future date.
 - 3. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Trade Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Trade Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.
 - 4. District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Trade Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As -Built Drawing.
- c. <u>Any Work not installed</u> as originally indicated on approved Drawings, Specifications, Addenda and other Contract Documents
- d. <u>All DSA Close-Out requirements</u> (See DSA Certification Guide) Trade Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- e. <u>Submission of Form 6-C.</u> Trade Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Trade Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the construction by Trade Contractor and utilized to verify under penalty of perjury that the Work performed by Trade Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two

consequences. First, the Construction of the Project will not comply with the design immunity provisions of Government Code Section 830.6 and exposes the District and the individual Board members to personal liability for injuries that occur on the Project.

Secondly, under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Trade Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

- 1. *Execution of the DSA Form 6-C is Mandatory*. Refusal to execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code Section 17312 and shall be referred to the Attorney General for Prosecution.
- 2. *Referral to the District Attorney for Extortion*. If the Trade Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the District Attorney for prosecution for extortion.
- 3. *Trade Contractor shall be Responsible for All Costs to Certify the Project.* The District may certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide located at the DSA website. All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Trade Contractor's responsibility and the District reserves its right to institute legal action against the Trade Contractor and Trade Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- f. <u>ADA Work that must be corrected</u> to receive DSA certification. See Article 13.2.
- g. <u>Maintenance Manuals</u>. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.
 - 1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- h. <u>Inspection Requirements</u>. Before calling for final inspection, Trade Contractor shall determine that the following Work has been performed:

- 1. The Work has been completed;
- 2. All fire/ life safety items are completed and in working order;
- 3. Mechanical and electrical Work complete, fixtures in place, connected and tested;
- 4. Electrical circuits scheduled in panels and disconnect switches labeled;
- 5. Painting and special finishes complete;
- 6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order;
- 7. Tops and bottoms of doors sealed;
- 8. Floors waxed and polished as specified;
- 9. Broken glass replaced and glass cleaned;
- 10. Grounds cleared of Trade Contractor's equipment, raked clean of debris, and trash removed from Site;
- 11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;
- 12. Finished and decorative work shall have marks, dirt and superfluous labels removed;
- 13. Final cleanup, as in Article 4.13;
- 14. All Work pursuant to Article 10.11; and
- 15. Furnish a letter to District stating that District Representative has been instructed in working characteristics of mechanical and electrical equipment.

10.9.3 Costs of Multiple Inspections

More than two (2) requests of the District to make inspections required under Article 10.11.2shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Trade Contractor's responsibility pursuant to Article 5.5 and all subsequent costs will be prepared as a Deductive Change Order.

10.10 PARTIAL OCCUPANCY OR USE

10.10.1 District's Rights

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Trade 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. If District and Trade Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Article 5.6. When the Trade Contractor considers a portion complete, the Trade Contractor shall prepare and submit a Punch List to the District as provided under Article 10.9.1.

10.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the District, the Trade 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.

10.10.3 <u>No Waiver</u>

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

10.11 <u>COMPLETION AND FINAL PAYMENT</u>

10.11.1 Final Payment 95% Billing If No Finding is Made)

The following items must be completed before the Final Payment Application will be accepted for processing at Substantial Completion of the Project:

- a. Inspector sign-off of each item in the DSA 152 Project Inspection Card;
- b. The Project has reached the Punch List items under Article 10.9.1.2 and the Project has been determined to be Substantially Complete under Article 2.1.55;
- c. Removal of temporary facilities and services;
- d. Testing, adjusting and balance records are complete;
- e. Removal of surplus materials, rubbish, and similar elements;
- f. Change over of door locks;
- g. Deductive items pursuant to Article 10.6 and Article 3.2; and,
- h. Completion and submission of all final Change Orders for the Project.

10.11.2 Final Inspection (Punch List Completion)

Trade Contractor shall comply with Punch List procedures under Article 10.9.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Trade Contractor demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 10.9.1, the Trade Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District find the Work contained in the Punch List acceptable under the Contract Documents the Work shall have reached Final Completion. Architect shall notify Trade Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 10.6, including but not limited to incomplete Punch List items under Article 10.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 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 District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Trade Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Trade Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Trade Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

If the Architect and the District find that the Work contained in the Punch List is unacceptable, then Trade Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Trade Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Trade Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 3.2 of this Agreement.

10.11.3 <u>Retainage (100% Billing for the Entire Project)</u>

The retainage, less any amounts disputed by the District or which the District has the right to withhold pursuant to the Contract Documents (including but not limited to incomplete Punch List items under Article 10.9.1), shall be paid after approval by the District of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 10.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by District. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Trade 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 District and the Trade Contractor.

- a. <u>Procedures for Application for Retention Payment.</u> The following conditions must be fulfilled prior to release of Retention Payment:
 - i. A full and final waiver or release of all stop notices in connection with the Work shall be submitted by Trade 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 release of all stop notice rights.
 - ii. The Trade Contractor shall have made all corrections, including all Punch List Items, 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 District required under the Contract Documents.

- Each Subcontractor to Trade Contractor shall have delivered to the Trade Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
- iv. Trade Contractor must have completed all requirements set forth in Article 10.9
- v. Trade Contractor must have issued a Form 6C for the Project.
- vi. The Trade Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.
- vii. The Trade Contractor shall have completed final clean up as required by Article 4.13
- viii. Trade Contractor shall have all deductive items under Article 10.6 and Article 3.2 submitted as part of the Retention Payment.

10.11.4 <u>Recording of a Notice of Completion After Punch List Period and Final Inspection.</u>

When the Work, or designated portion thereof, is complete or the District has completed the Article 10.6 and/or the Article 3.2 process, whichever occurs first, the District will file either a Notice of Completion or a Notice of Completion noting valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code Section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List Work is Trade Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 10.9.1have expired.

10.11.5 <u>Warranties</u>

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular Subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

District shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the District agrees, in writing, that warranties shall commence running or where the District is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 5.2.7.

10.11.6 <u>Time for Submission of Application for Final Payment and Retention Payment</u> (Unilateral Processing of Final and Retention Payment Application).

If Trade Contractor submits a Final Payment Application which fails to include deductive items under Article 10.6, the District or Architect shall note this defective request for Final Payment Application. The Trade Contractor shall be notified that specific deductive items shall be included in the Final Payment Application. If Trade Contractor either continues to submit the Final Payment Application without deductive items under Article 10.6, or a period of 14 calendar days passes after Trade Contractor is provided written notice of deductive items for inclusion in Final Payment Application, then District may either alter the Final Payment Application and recalculate the math on the Final Payment Application to address the Article 10.6 deductive items or process a unilateral Final Payment Application.

10.11.7 <u>Unilateral Release of Retention</u>

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 10.9.1, if Trade Contractor does not make an Application for Release of Retention, the District may unilaterally release retention less any deducts under Article 10.6 and/or Article 3.2, withholds due to stop notices, or withholdings due to other defective Work on the Project. District may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 10.6 and 3.2. If a deduction pursuant to Article 10.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

10.12 SUBSTITUTION OF SECURITIES

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code Section 22300 as set forth in the form contained in the Bid Documents.

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY

11.1 SAFETY PRECAUTIONS AND PROGRAMS

11.1.1 <u>Trade Contractor Responsibility</u>

The Trade Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. All Work shall be solely at the Trade Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

Trade Contractor shall take, and require Subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Trade Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Trade Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District by Trade Contractor. Trade Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

11.1.2 <u>Subcontractor Responsibility</u>

Trade Contractor shall require that its Subcontractors participate in, and enforce, the safety and loss prevention programs established by Trade Contractor for the Project, which will cover all Work performed by the Trade Contractor and its Subcontractors. Each Trade 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 Trade Contractors to ensure that all employees understand and comply with the programs.

11.1.3 <u>Cooperation</u>

All Trade Contractors, Subcontractors and material or equipment suppliers shall cooperate fully with CM, Architect, the District, and all insurance carriers and loss prevention engineers.

11.1.4 <u>Accident Reports</u>

Subcontractors shall immediately, within two (2) days, report in writing to the Trade 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 within four (4) days by telephone or messenger. Trade Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District and the Architect giving full details of the accident.

11.1.5 First-Aid Supplies at Site

The Trade Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

11.1.6 <u>Material Safety Data Sheets and Compliance with Proposition 65</u>

Trade Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." Trade Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Trade Contractor is required to comply with the provisions of California Health and Safety Code Section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. Trade Contractor agrees to familiarize itself with the provisions of this Section, and to comply fully with its requirements.

11.1.7 <u>Non-Utilization of Asbestos Material</u>

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.

Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the District, who shall have sole discretion and final determination in this matter.

The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Interface of Work under this Contract with Work containing asbestos shall be executed by Trade Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Trade Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

11.2 SAFETY OF PERSONS AND PROPERTY

11.2.1 <u>Trade Contractor</u>

Trade 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 Trade Contractor or Trade Contractor's Subcontractors or Sub-subcontractors; 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.

Trade Contractor is constructive owner of Project site as more fully discussed in Article

7.2.

11.2.2 <u>Trade Contractor Notices</u>

Trade 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.

11.2.3 <u>Safety Barriers and Safeguards</u>

Trade 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.

11.2.4 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, Trade Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. Trade Contractor shall notify the District any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

11.2.5 <u>Protection of Work</u>

Trade Contractor and Trade Contractor's Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. Trade Contractor and Trade Contractor's Subcontractors, at their own expense, 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 District.

Trade Contractor, at Trade Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Trade Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Trade Contractor.

11.2.6 <u>Requirements for Existing Sites</u>

Trade Contractor shall (unless waived by the District in writing):

- a. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. Trade Contractor shall comply with Specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- b. Avoid performing any Work that will disturb students during testing.
- c. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- d. Deliver materials to building area over route designated by Architect.
- e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- f. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere

with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.

- g. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Trade Contractor.
- h. Provide District on request with Trade Contractor's written safety program and safety plan for each site.

11.2.7 <u>Shoring and Structural Loading</u>

Trade 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 Trade 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. Trade Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel Work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by Trade Contractor at no cost to the District.

11.2.8 Conformance within Established Limits

Trade Contractor and Trade Contractor's 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 District and CM, and shall not unreasonably encumber the premises with construction equipment or materials.

11.2.9 <u>Subcontractor Enforcement of Rules</u>

Trade Contractor shall enforce the District's and CM's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

11.2.10 <u>Site Access</u>

Trade Contractor and Trade Contractor's Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Site, and comply with any

parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

11.3 <u>EMERGENCIES</u>

11.3.1 <u>Emergency Action</u>

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

11.3.2 Accident Reports

Trade Contractor shall promptly report in writing to the District 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 conformance with Article 11.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Article 11.1.4, immediately by telephone or messenger to the District.

11.4 HAZARDOUS MATERIALS

11.4.1 Discovery of Hazardous Materials

In the event the Trade Contractor encounters or suspects the presence on the job site of 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 Trade Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Trade Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Trade 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 District and the Trade Contractor.

11.4.2 <u>Hazardous Material Work Limitations</u>

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Trade Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Trade 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 District, as certified by an independent testing laboratory and approved by the appropriate government agency.

11.4.3 <u>Indemnification by Trade Contractor for Hazardous Material Caused by Trade</u> <u>Contractor</u>

In the event the hazardous materials on the Project Site is caused by the Trade Contractor, the Trade Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Trade Contractor's generation of hazardous material on the Project Site. In addition, the Trade Contractor shall defend, indemnify and hold harmless District 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.

11.4.4 <u>Terms of Hazardous Material Provision</u>

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

ARTICLE 12 INSURANCE AND BONDS

12.1 TRADE CONTRACTOR'S LIABILITY INSURANCE

12.1.1 Insurance Requirements

Before the commencement of the Work, the Trade Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Trade Contractor's Work under the Contract and for which the Trade Contractor may be legally liable, whether such Work are by the Trade Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Trade Contractor under the Contract Documents.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- 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 Trade 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;
- 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;
- e. Claims involving contractual liability applicable to the Trade Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Trade 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)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

12.1.2 Specific Insurance Requirements

Trade Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

(a)	Per	occurrence	(combine	ed single	limit)	\$2,000,000.00
(b)	Project	Specific A	Aggregate (f	or this Project	only)	\$2,000,000.00
(c)	Product	s and C	ompleted (Operations (agg	regate)	\$2,000,000.00
(d)	Persona	l and	Advertisin	g Injury	Limit	\$1,000,000.00

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

(a)	Automotive and truck where operated in amoun	nts \$1,000,000.00
(b)	Material Hoist where used in amour	nts \$1,000,000.00
(c)	Explosion, Collapse and Underground (XCU coverage)	\$1,000,000.00
(d)	Hazardous Materials	\$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

12.1.3 <u>Subcontractor Insurance Requirements</u>

The Trade Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 12.1 in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Article 12.1 without prior written approval of the District.

12.1.4 Additional Insured Endorsement Requirements

The Trade Contractor shall name, on any policy of insurance required under Article 12.1, the District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Trade Contractor, the

District, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must 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 insurance provided by the Trade Contractor pursuant to 12.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

12.2 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Trade Contractor shall provide workers' compensation and employer's liability insurance for all of the Trade Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Trade Contractor's Work is subcontracted, the Trade 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 Trade 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 Trade Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Trade Contractor shall file with the District certificates of insurance as required under Article 12.7 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

12.3 BUILDER'S RISK/ "ALL RISK" INSURANCE

12.3.1 <u>Course-of-Construction Insurance Requirements</u>

Trade Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the existing buildings where Work is being performed for the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project 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 District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Trade Contractor shall submit to the District 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 Trade Contractor and the Surety, and no Claims for such loss or damage shall be recognized by the District nor

will such loss or damage excuse the complete and satisfactory performance of the Contract by the Trade Contractor.

12.4 FIRE INSURANCE

Before the commencement of the Work, the Trade Contractor shall procure, maintain, and cause to be maintained at the Trade 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 District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.

12.5 <u>AUTOMOBILE LIABILITY</u>

12.5.1 The District, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District, Architect, Construction Manager, Project Inspector, their directors, Construction Manager, Project Inspector, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

12.5.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage.

12.6 OTHER INSURANCE

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

12.7 **PROOF OF INSURANCE**

The Trade Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

a. Certificates and insurance policies shall include the following clause:

"This policy and any coverage shall not be suspended, voided, nonrenewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District and CM. 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 District and the Architect 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 District.
- d. The Trade Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

12.8 <u>COMPLIANCE</u>

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

12.9 WAIVER OF SUBROGATION

Trade Contractor waives (to the extent permitted by law) any right to recover against the District 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 the District.

The provisions of this Section 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 District and the Trade 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.

12.10 PERFORMANCE AND PAYMENT BONDS

12.10.1 Bond Requirements

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

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

12.10.2 <u>Surety Qualification</u>

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

12.10.3 <u>Alternate Surety Qualifications</u>

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

ARTICLE 13 UNCOVERING AND CORRECTION OF WORK

13.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Trade Contractor is aware of the requirements governing Trade Contractor's Work under title 24 Section 4-343 which provides, in pertinent part:

4-343. Duties of the Contractor.

(a) **Responsibilities**. It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the architect, engineer, Inspector or DSA in the performance of such duties.

(b) **Performance of the Work.** The contractor shall carefully study the approved Plans and Specifications and shall plan a schedule of operations well ahead of time. If at any time it is discovered that Work is being done which is not in accordance with the approved Plans and Specifications, the contractor shall correct the Work immediately. All inconsistencies or items which appear to be in error in the Plans and Specifications shall be promptly called to the attention of the architect or registered engineer, through the Inspector, for interpretation or correction. In no case, however, shall the instruction of the architect or registered engineer be construed to cause Work to be done which is not in conformity with the approved Plans, Specifications, and Change Orders. The contractor must notify the Project Inspector, in advance, of the commencement of construction of each and every aspect of the Work.

13.1.1 Issuance of Notices of Non-Compliance

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from Plans and Specifications. It is Trade Contractor's responsibility to correct all deviations from the approved Plans and Specifications unless the District has issued an Immediate Change Directive. In such case, the Trade Contractor shall proceed with the Work with the understandings of the District as set forth in the ICD and as specifically noted in Article 8.3.

13.2 SPECIAL NOTICE OF AMERICANS WITH DISABILITIES ACT

Some of the requirements in the Plans and Specifications are meant to comply with the Americans with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Trade Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Trade Contractor shall take special care to meet all ADA requirements detailed in the Plans and Specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Trade Contractor through a Deductive Change Order.

12.2.1 Indemnification of ADA Claims

Trade Contractor shall indemnify, hold harmless and defend the District from ADA claims arising from the failure to comply with the Plans and Specifications. Further, any withholdings for ADA violations under Article 10.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

13.3 UNCOVERING OF WORK

13.3.1 <u>Uncovering Work for Required Inspections</u>

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved Plans and Specifications (except in the case of an ICD under Article 8.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Trade Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and such Work shall be replaced at the Trade Contractor's expense without change in the Contract Sum or Time.

13.3.2 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Trade Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such Work is not in accordance with Contract Documents, the Trade Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Trade Contractor shall pay all costs to correct the Non-Conforming construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Trade Contractor.

13.4 CORRECTION OF WORK

13.4.1 <u>Correction of Rejected Work</u>

The Trade Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not Fabricated, installed, or completed. The Trade Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by other Trade Contractor or Subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary

thereby (including costs for preparing a CCD, DSA CCD review fees, and additional inspection and special inspection costs).

13.4.2 <u>One-Year Warranty Corrections</u>

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 Article 10.11.5or by the 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 Trade Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Trade 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 Article 12.4.2 shall survive acceptance of the Work under the Contract and Termination of the Contract. The District shall give such notice promptly after discovery of the condition.

13.4.3 District's Rights if Trade Contractor Fails to Correct

If the Trade Contractor fails to correct nonconforming Work within a reasonable time, the District may correct the Work and seek a Deductive Change Order, pursuant to Article 10.6 or Article 3.2.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.1 GOVERNING LAW

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

14.2 <u>SUCCESSORS AND ASSIGNS</u>

The District and the Trade 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.

14.3 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.

14.4 <u>RIGHTS AND REMEDIES</u>

14.4.1 <u>Duties and Obligations Cumulative</u>

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.

14.4.2 <u>No Waiver</u>

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

14.5 <u>TESTS AND INSPECTIONS</u>

14.5.1 <u>Compliance</u>

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

14.5.2 Independent Testing Laboratory

The District 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 District's

representative and not by the Trade Contractor. See Articles 4.14.1 and 5.3.6 regarding costs or expenses of inspection or testing incurred outside of the Project Site.

14.5.3 <u>Advance Notice to Inspector</u>

The Trade 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 Trade 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.

14.5.4 <u>Testing Off-Site</u>

Any material shipped by the Trade 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.

14.5.5 Additional Testing or Inspection

If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Article 14.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Articles 14.5.6 and 14.5.7.

14.5.6 <u>Costs for Retesting</u>

If such procedures for testing, inspection, or approval under Articles 14.5.1 and 14.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Trade Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the District, invoiced to the Trade Contractor, and deducted from the next Progress Payment.

14.5.7 <u>Costs for Premature Test</u>

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

14.6 TRENCH EXCAVATION

14.6.1 <u>Trenches Greater Than Five Feet</u>

Pursuant to Labor Code Section 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 Trade Contractor shall, in advance of excavation, submit to the District or a registered civil or structural engineer employed by the District or

Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

14.6.2 <u>Excavation Safety</u>

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

14.6.3 <u>No Tort Liability of District</u>

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

14.6.4 <u>No Excavation without Permits</u>

The Trade 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.

14.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

14.7.1 <u>Wage Rates</u>

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

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

14.7.2 <u>Holiday and Overtime Pay</u>

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half $(1\frac{1}{2})$ times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

14.7.3 <u>Wage Rates Not Affected by Subcontracts</u>

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

14.7.4 <u>Per Diem Wages</u>

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

14.7.5 <u>Forfeiture and Payments</u>

Pursuant to Labor Code §1775, the Trade Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Trade Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Trade Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Trade Contractor or Subcontractor; and (2) whether the Trade Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

14.7.6 <u>Monitoring and Enforcement by Labor Commissioner</u>

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all Subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all Subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any Work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

14.8 <u>RECORDS OF WAGES PAID</u>

14.8.1 Payroll Records

a. Pursuant to \$1776 of the Labor Code, the Trade Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and 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 Project.

All payroll records as specified in Labor Code §1776 of the Trade Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the District with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Trade 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 District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards 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 the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Trade Contractor, Subcontractor(s), and the entity

through which the request was made. The public shall not be given access to such records at the principal office of the Trade Contractor.

- b. 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 of Labor Standards Enforcement.
- c. The Trade Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- Any copy of records made available for inspection as copies and furnished upon d. request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Trade Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- e. The Trade Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five business days, provide a notice of a change of location and address.
- f. The Trade Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Trade Contractor or Subcontractor(s) fails to comply within the 10-day period, the Trade Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon the Trade Contractor.

14.8.2 <u>Withholding of Contract Payments & Penalties</u>

The District may withhold or delay contract payments to the Trade Contractor and/or any Subcontractor if:

- a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- b. The Trade Contractor or its Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- c. The Trade Contractor or its Subcontractor(s) submit incomplete or inadequate payroll records; or
- d. The Trade Contractor or its Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- e. The Trade Contractor or Its Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

14.9 <u>APPRENTICES</u>

14.9.1 Apprentice Wages and Definitions

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

14.9.2 <u>Employment of Apprentices</u>

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

14.9.3 <u>Submission of Contract Information</u>

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

14.9.4 <u>Apprentice Fund</u>

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

14.9.5 <u>Trade Contractor Compliance</u>

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

14.10 ASSIGNMENT OF ANTITRUST CLAIMS

14.10.1 <u>Application</u>

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

14.10.2 Assignment of Claim

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

14.11 STATE AND DISTRICT CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Trade 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 five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Trade Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Trade Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Trade Contractor concerning any monies associated with the Project. The purpose of this "Audit" is to quickly and efficiently resolve Disputes based on the actual costs incurred and to reduce the uncertainty in resolving Disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Trade Contractor or District. In the event the independent auditor determines that Change Orders, response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment are in error, or has any other concerns or questions, the Audit findings to the District and provide a copy to the Trade Contractor after giving the District Board the opportunity for at least 10 days review. If the Trade Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 5.6.2 entitled Disputes.

If Trade Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Trade Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to debar the Trade Contractor under Article 15 for failure to preserve records under Article 14.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Trade Contractor depending on the significance of the records that are withheld by Trade Contractor. Failure to produce job cost data tied to job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce Daily Reports (prepared at or near the time of the Work actually took place (See Article 4.16) shall be presumed an intentional failure to produce key audited records.

If Trade Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Trade Contractor shall also produce copies of the original bid tabulation utilized in submitting Trade Contractor's bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Trade Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Trade Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Trade Contractor. The evidence may also be used in debarment proceedings, and noted as an exception to the Audit findings.

Upon notification of Trade Contractor concerning the results of the audit and a reasonable time has passed for Trade Contractor to respond to the Audit findings and if either there is no Dispute of the Audit findings under Article 4.6 or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims and may also undertake debarment proceedings under Article 15 of these General Conditions.

14.12 STORM WATER POLLUTION PREVENTION

14.12.1 <u>Application</u>

This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The District will not issue a Notice to Proceed until Trade Contractor has prepared by a qualified individual and obtained approval of the Permit Registration Documents ("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Trade Contractor shall also secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

14.12.2 References and Materials

- California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook

- 2009 California Stormwater Quality Association Construction BMP Handbook.

- State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:

- http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.-Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

14.12.3 <u>Preparation and Approval</u>

The Trade Contractor shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The Trade Contractor's Qualified SWPPP Developer ("QSD") shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

14.12.3.1 The Trade Contractor shall prepare and submit to the Local Governing Agencies and the District the SWPPP for review and approval if the project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility markout, potholing, concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substruction, substructure installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

14.12.3.2 The Trade Contractor shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.

14.12.3.3 The Trade Contractor shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook - Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater Quality Association P.O. Box 2105 Menlo Park, CA 94026-2105 Phone: (650) 366-1042 E-mail: info@casqa.org

or

https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx

14.12.3.4 Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the District.

14.12.3.5 Within two weeks after Award of Contract by the District, the Trade Contractor shall submit to the District's Civil Engineer one copy of the PRDs including the SWPPP for review. After the District's approval, the Trade Contractor shall provide approved copies of the SWPPP as follows: one copy each to the Project Inspector, Construction Manager, Architect, Commissioned Architect and District's Civil Engineer.

14.12.4 <u>Implementation</u>

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

- a. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.
- b. Keep the SWPPP, REAPs, monitoring data on the construction site.
- c. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").
- d. Install, inspect, maintain and monitor BMPs required by the General Permit.
- e. Install perimeter controls prior to starting other construction work at the site.
- f. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- g. Implement the SWPPP.
- h. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.
- i. Designate trained personnel for the proper implementation of the SWPPP.
- j. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.
- k. Report monitoring data:
 - 1. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.

- 2. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.
- 3. Assist the District with entering any necessary data or information into the Stormwater Multi-Application and Reporting System ("SMARTS") system.
- 1. At the end of Construction Contract.
 - 1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/const ruction.shtml.
 - 2. Leave in place storm water pollution prevention controls needed for postconstruction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.
 - 3. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

14.12.5 <u>Monitoring</u>

The Trade Contractor shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Trade Contractor shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

14.12.6 Liabilities and Penalties

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

- b. Payment of penalties for non-compliance by the Trade Contractor shall be the sole responsibility of the Trade Contractor and will not be reimbursed by the District.
- c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Trade Contractor. For any fine(s) levied against the District due to non-compliance by the Trade Contractor, the District will deduct from the final payment due the Trade Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.
- d. The Trade Contractor shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

ARTICLE 15 TERMINATION OR SUSPENSION OF THE CONTRACT

15.1 <u>TERMINATION BY THE DISTRICT FOR CAUSE</u>

15.1.1 <u>Grounds for Termination</u>

reasons:

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

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

- b. Persistently or repeatedly is absent, without excuse, from the job site;
- c. Fails to make payment to Trade Contractor's Subcontractors, suppliers, materialmen, etc.;
- d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- f. Falls behind on the Project and refuses or fails to undertake a recovery schedule;
- g. If the Trade Contractor has been debarred from performing Work
- h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- i. Otherwise is in substantial breach of a provision of the Contract Documents.

15.1.2 <u>Notification of Termination</u>

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Trade Contractor and the Trade Contractor's Surety written notice of seven (7) days, terminate the Trade Contractor and/or this Contract and may, subject to any prior rights of the Surety:

- a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Trade Contractor;
- b. Accept assignment of Subcontracts. Trade Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Trade Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept;
- c. Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors; and,

d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the District Board.

15.1.3 <u>Takeover and Completion of Work after Termination for Cause</u>

A Termination for Cause is an urgent matter which requires immediate radiation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the District shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

15.1.4 <u>Payments Withheld</u>

If the District terminates the Contract for one of the reasons stated in Article 15.1.1, the Trade Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Trade Contractor and/or its Surety.

15.1.5 <u>Payments upon Completion</u>

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 Trade Contractor. If such costs exceed the unpaid balance, the Trade Contractor and its Surety shall pay the difference to the District. The amount to be paid to the Trade Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

15.2 <u>TERMINATION OF CONTRACT BY DISTRICT (TRADE CONTRACTOR NOT AT</u> <u>FAULT)</u>

15.2.1 <u>Termination for Convenience</u>

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Trade Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Trade Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Trade Contractor shall have no Claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Trade Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Trade Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

15.2.2 <u>Non-Appropriation of Funds/ Insufficient Funds</u>

In the event that sufficient funds are not appropriated to complete the Project or the District determines that sufficient funds are not available to complete the Project, District may terminate or suspend the completion of the Project at any time by giving written notice to the Trade Contractor. In the event that

the District exercises this option, the District shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials not otherwise already paid for by the District up to the time of termination under this Paragraph shall include a factor of fifteen percent (15%) for the Trade Contractor's overhead and profit and there shall be no other costs or expenses paid to Trade Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District. District may, without cause, order Trade Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

15.3 <u>REMEDIES OTHER THAN TERMINATION</u>

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 15.1, do any of the following:

- a. Permit the Trade Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Trade Contractor to the District on demand;
- b. If the workmanship performed by the Trade Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Trade Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Trade Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Trade Contractor; or
- c. Initiate procedures to declare the Trade Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

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

ARTICLE 16 DEBARMENT

16.1 <u>DEBARMENT MEANS THERE HAS BEEN A FINDING THAT THE TRADE</u> <u>CONTRACTOR IS NOT RESPONSIBLE.</u>

During the course of the Project, or if it is determined through Change Orders, Claims, or Audit that a Trade Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Trade Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if the circumstances warrant such debarment. In addition to the debarment proceeding, a finding that a Trade Contractor is to be debarred shall result in the termination of any or all existing Contracts the Trade Contractor may have with the District.

16.2 BOARD FINDING

The District may debar a Trade Contractor if the Board, or the Board's delagatee, in its discretion, finds the Trade Contractor has done any of the following:

16.2.1 Intentionally or with reckless disregard, violated any term of the Contract with the District

16.2.2 Committed an acts or omission which reflects on the Trade Contractor's quality, fitness or capacity to perform Work for the District;

16.2.3 Committed an act or offense which indicates a lack of business integrity or business honesty; or,

16.2.4 Made or submitted a false claim against the District or any other public entity.

16.3 HEARING & PRESENTATION OF EVIDENCE

If there is evidence that the Trade Contractor may be subject to debarment, the District shall notify the Trade Contractor in writing of the evidence which is the basis for the proposed debarment and shall advice the Trade Contractor of the scheduled date for a debarment hearing before the District Board or its designee.

The District Board, or designee, shall conduct a hearing where evidence on the proposed debarment is presented. The Trade Contractor or the Trade Contractor's representative shall be given an opportunity to submit evidence at the hearing. The Trade Contractor shall be provided an adequate amount of time to prepare and object to evidence presented. A tentative proposed decision shall be issued as a tentative decision and the District shall be entitled to modify, deny or adopt the proposed decision. The proposed decision shall contain a recommendation regarding whether the Trade Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Trade Contractor and the District shall be provided an opportunity to object to the tentative proposed decision for a period of 15 days. If additional evidence is presented, the District shall evaluate this evidence and either issue an amended ruling, issue the same ruling, or call a further hearing.

If a Trade Contractor has been debarred for a period of longer than five (5) years, that Trade Contractor may after the debarment has been in effect for at least five (5) years, submit a written request

GENERAL CONDITIONS

for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Trade Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

The District will consider a request for review of a debarment determination only where: (1) the Trade Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the District will provide notice of the hearing on the request. At the hearing, the District shall review evidence on the proposed reduction of debarment period. This hearing shall be conducted and the request for review decided by the District pursuant to the same procedures as for a debarment hearing.

The District's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment.

The terms shall also apply to Subcontractors of Trade Contractors.

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 3 – THE TRADE CONTRACTOR

Add the following:

3.9.4.11 Response Time

The Architect must review a submittal within 7 days after receiving such request, and 15 days for extensive shop drawing review. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the submittal within a reasonable time, the Architect shall notify Trade Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

7.4 REQUEST FOR INFORMATION ("RFI")

Article 9.2.2 Response Time – delete this Article and replace with the following:

7.4.3 Response Time

The Architect must respond to a RFI within 7 days a reasonable time 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, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify Trade Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

ARTICLE 8 – TIME

Article 8 Schedule Inclusion Requirements – The Trade Contractor Baseline Schedule shall include the following Milestone Schedule:

Sitework Begins	February 5, 2021	
Underground Utilities Begin	February 12, 2021	
New Fire Lane Begins	March 9, 2021	
Complete Gym Foundation	March 30, 2021	
Bldg E Restrooms and ADA Parking - Start and Finish	March 22, 2021 – April 2, 2021	
Structural Steel Delivered	March 31, 2021	

Steel Erection Completed	April 27, 2021
Start Gym Building Rough-ins	May 20, 2021
Dry-in Gym	July 12, 2021
Energize Building	August 13, 2021
Substantial Completion	September 24, 2021
Building Complete	December 27, 2021

Article 9.2.2 Performance During Working Hours – add this sentence:

8.2.2 Where a single shift is worked, eight (8) consecutive hours between 7:00am and 6:00pm Monday through Friday, shall constitute a work day at the applicable prevailing wage rate(s).

Division 1 Forms

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded):

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 7.3.1.2 An Immediate Change Directive is a written order to the Trade Contractor prepared by the Architect and signed by the District, CM and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. TRADE CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE TRADE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 3.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 14.

Architect

District

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion as defined in Article 2.1.55of the General Conditions of the Contract. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 10.9 of the General Conditions); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above on the following date: ______.

Architect

Bid Pkg No.	Bid Package Title	Bid Package Description	License
1	Site Work	Earthwork, Grading, SWPPP, Demolition, Asphalt, Concrete, Rebar & Masonry	A
2	Plumbing	Site Plumbing & UG Site Utilities	A & C36 or C34 & C36
3	Electrical	Site Electrical	C10
4	Finishes	Finishes, Temporary Measures & Miscellaneous	В
5	Building Installation	Turn-Key Installation of Pre- Manufactured Building Complete	В

GENERAL

- 1. All of the work noted in each bid package must be included in that bid, regardless of what any other bid package states. If there is a duplication of work items between multiple bid packages, forward a Bid Clarification Request. If the time for bid clarifications have run out, <u>include</u> the duplicated work item in the bid. If duplications of items of work are found in multiple bid packages after time of bid, Construction Manager will determine which bid package shall perform the duplicated work item. The bid package which does not perform the duplicated work item will be required to provide a credit to the owner.
- 2. Each Trade Contractor has primary responsibility for locating via ground penetrating radar existing utilities prior to commencement of own underground work. Trade Contractor must make own notification to required agencies and hold a pre-dig conference prior to starting underground work. Trade Contractor should not rely on any representation made by anyone other than those individuals duly authorized to survey, locate and stake existing utilities.
- 3. All Trade Contractors are responsible for reviewing all documents and including in their bid all work that is required for complete systems to be utilized by the District whether the work is fully designed and shown or not. All parties agree and acknowledge that it has been contractor's duty to fully review the construction documents for constructability and that there shall be no adjustment to the contract for costs resulting from contractor's failure to include work scope which could be identified by the contractor utilizing reasonable due diligence during the job walk, review of contract documents, and the detailed bidding of the project. For example, if a room shows new lighting and no switch, then contractor is to cover the cost and provide all labor, material, and equipment required and provide the switch and the lighting complete. If the new roof top mechanical unit does not show a condensate drain, then contractor is to provide all labor, material, and equipment required to exercise a reasonable standard of care of a licensed contractor in reviewing the contract documents and must supply sufficient quantities of devices, wire, pipes, ducts, or other features that are a) reasonably inferable from the construction documents; or b) required to make all systems complete and functional. All code requirements that may not be shown on the documents are each applicable Trade's responsibility to be covered in the bid amount.
- 4. Any additional fencing not part of the initial project logistics and mobilization fencing of Bid Packages will be the responsibility of the requesting Trade Contractor for cost, maintenance and repair. Temporary relocation of the temporary fence, including additional fencing required, to accommodate a Trade Contractor's specific work scope, will be the responsibility of that Trade Contractor. Any costs associated with damaged fencing will be assessed to the responsible Trade Contractor.

- 5. Conformance with project manual, specifications, soils report, hazardous building material survey, plans, and any other contract documents.
- 6. Submittal process shall begin immediately upon issuance of Notice to Proceed, unless otherwise noted. Submittals, including product data, shop drawings, mock-ups, and samples must be turned in to Construction Manager as required to maintain orderly and sequential progress of work in accordance with the Project Schedule. Unless otherwise specified, all submittals must be turned in no later than fourteen (14) calendar days from the date of District's issuance of Notice of Award. (All documents must be submitted electronically unless noted otherwise. Each Trade Contractor will bear the responsibility of cost for delivery, return, and costs of delays to the project due to late, incomplete, or inadequate submittal, or submittals, in anyway, not complying with project contract documents. Trades will be responsible for the cost of architect/consultant submittal review time over and above the initial review. Trade will be charged a fine of \$200/day for late submittals unless prior written approval from the Construction Manager has been established.
- 7. Obtain all deferred approvals as specified on plans or specifications in a timely manner so as not to affect the project schedule. Trade Contractor to include cost of obtaining California PE stamped drawings if required by specifications or deferred approval process.
- 8. All project record documents as required per plans and specifications. Monthly updates of as-built documents on Construction Manager's plan set and transfer to final as-built drawings at the end of project as required by the contract documents. Provide update as-builts for own work **before** own work is covered up. Trade Contractor's Monthly payment will not be released until as-builts have been updated and verified by the Construction Manager and Inspector.
- 9. All closeout documentation as required, including warrantees, guarantees, operation & maintenance manuals, etc. For each product or system requiring an Operation and Maintenance Manual, Trade Contractor is to provide said manual a maximum of one month after submittal approval of each item is received. Provide remainder of closeout documentation a minimum of six months prior to project completion. In addition to paper submittals, all documentation is to be submitted electronically by each Trade.
- 10. All extra stock as required by specifications for own work. All extra stock to be delivered, identified, inventoried with Construction Manager and packaged for storage. A transmittal clearly defining the extra stock and the specific specification section it applies to shall accompany any delivery._Include delivery of extra stock materials to owner's **onsite** storage facility.
- 11. All owner training and instruction for own work as shown on plans or included in specifications, including videotaping of any specified instructional/training sessions. All videotaped training sessions must be recorded so that they are legible, i.e. equipment noise cannot drown out the voices of the trainer. If videotape is deemed unintelligible by Owner, the training session will be re-recorded at Trade Contractor's sole expense.
- 12. All Trade Contractors shall be required to use Procore's construction project management software for online management of construction documentation and communications such as Change Management, Submittals, RFIs, Correspondence, Accounting, Dailies, Meeting Minutes, etc. Each Trade Contractor shall be provided one (1) user account at no cost for the duration of the project. The Trade Contractors' representatives that will be using the construction project management software program will be required to attend training sessions administered by Construction Manager. Each Trade Contractor shall assume four (4) hours of training time for each of its representatives. Training times will be coordinated by the Construction Manager.
- 13. Contractor shall notify Construction Manager in writing of any potential cost and schedule impacts associated with any changed field conditions, RFI's, ASI's, submittal reviews, or any other written direction from the architect, Construction Manager, inspector, or any other owner's agent. Such notification shall be prompt, and timely enough for owner to take preventative action against cost or schedule impact without delaying the overall project schedule. In no case shall the contractor's notification be more than (5) working days from changed field condition or written direction from any owner's agent. Failure to comply with the above notification procedures will result in

contractor's loss of right to cost or schedule impacts.

- 14. Each Trade Contractor is responsible for the completion and submittal of daily reports, schedule updates (for their own scope of work, to show compliance with overall project schedule), and certified payroll. Current complete insurance certificates complying with the specified requirements are required to be delivered to the Construction Manager prior to the start of work and to be maintained throughout the duration of work.
- 15. Requested modifications to the contract documents due to Trade Contractor's errors and omissions or per the requests by Trade Contractor may require additional Architectural, Engineering, Consultant, and Inspection services that may result in additional costs to the requesting Trade Contractor.
- 16. Procurement of business licenses as needed.
- 17. Compliance with regulatory agency, trade organization, and governing body requirements having jurisdiction over own work.
- 18. All Trade Contractors are responsible for any and all permits and associated fees required by local authorities for all on and off-site work including costs and coordination with local authorities having jurisdiction required to complete work.
- 19. All Trade Contractors shall be required to provide a copy of their Safety Program to Construction Manager for review and comment at minimum 5 days prior to start of any work. Safety documents shall include no less than Trade's MSDS, Injury & Illness Prevention Plan (IIPP), Job Hazard Analysis (JHA), Safety Task Assignment (STA) and related documents explaining required training and safety program to the Construction Manager prior to any work commencing.
- 20. Provided safety requirements for own work in compliance with most recent OSHA regulations, and Trade Contractor's own Safety Program. The BBC Project Health and Safety Plan is included in the contract documents for reference. Failure to comply will be grounds for removal of personnel and/or contractor from the jobsite.
- 21. All construction related personnel or any visitor to the site are required to wear long pants, sleeved shirts, hardhats, safety or steel toed boots, safety glasses, safety vests, level 3 cut resistant gloves, and a CDC compliant face mask while on the project regardless of work activity. Failure to comply with Safety Regulations will be grounds for removal of personnel from the jobsite.
- 22. All Trade Contractors are responsible for furnishing, installing and maintaining OSHA compliant impalement protection on all stakes, anchor bolts, rebar, pipes, conduits, and all other vertical or otherwise items which could be an impalement hazard that is part of its own scope of work. Protections shall be maintained as needed until the hazard no longer exists.
- 23. All Trade Contractors are responsible to provide, install, and maintain hole protection per OSHA standards for own work including but not limited to securing, labeling, and maintenance.
- 24. All Trade Contractors responsible for OSHA compliant engineered fall protection and fall protection tie off anchorage points for their own scope of work when exposed to falls of 6' or more. Includes to provide training certifications for all crew who set up and or use fall protection, daily documented inspections of safety equipment prior to any use, etc.
- 25. Each Trade is responsible for all hoisting for own work complete including labor, material, equipment, safety, protection of existing site surfaces and or landscaping. Provide mobilizations to meet schedule. Repair of damage to any existing site conditions caused by any hoist activity will be the responsibility of the performing Trade Contractor. At minimum of 14 days prior to any hoisting, provide Construction Manager with site and building specific hoist plans, logistic plan including staging areas and controlled access zones, and hoist specific JHA. Prior to the hoist, provide to Construction Manager with completed equipment quad and annual certs, operator's certifications, equipment inspection checklist, completed Pre-Task Plan reviewed and signed by hoist crew, and documentation of Pre-Hoist Safety Meeting for all on the site. Include adequate mobilizations to meet schedule.

- 26. Flammable products must be continually stored per OSHA regulations.
- 27. Hazardous material containment required for any hazardous materials stored on site. (i.e. Fuel, oil, etc.).
- 28. No radios or other music/news generating devices of any kind are allowed on this project.
- 29. Compliance with regulatory agencies i.e. Cal/OSHA, Fed/OSHA, trade organization, and governing body requirements having jurisdiction over own work. In the event of conflicting regulations the more stringent shall take precedence.
- 30. Job Hazard Analysis (JHA) and Safety Task Assignment (STA) must be submitted to and approved by Construction Manager prior to commencement of work. Any new personnel that start work on this project must review and sign a log stating that they have reviewed the approved PTP's, JHA's and STA's.
- 31. All jobsite foremen and site supervisors will be required to complete a site safety orientation prior to entering.
- 32. All site foreman/supervisors to be OSHA 10 certified.
- 33. All trades working on the site must attend Construction Manager's weekly All Hand's Safety Meeting. All trades must also conduct own weekly safety meetings and submit safety meeting minutes and sign in sheet to Construction Manager upon completion of each meeting.
- 34. All trades working on the site on any day shall participate in the Daily Stretch/Flex and Trade Contractor's Coordination Meeting starting at 7 am each day.
- 35. **Take care when taking photos or videos for use in documentation, etc.** PHOTOGRAPHING OR VIDEO TAPING OF ANY STUDENT(S) IS STRICTLY FORBIDDEN.
- 36. Pre-Task Meetings will be conducted with each Trade Contractor and the Construction Manager, Inspector/Owner a minimum one week prior to the start of the task/phase. Trade Contractors Project Manager and Foreman/Superintendent will be required to attend and to provide information concerning JHA, STA, Trade Contractor planned safety measures, employee safety training certificates, planned safety measure to be taken with other trades, inspection access and requirements, anticipated crew size, equipment requirements and safety inspection records, schedule, work hours, submittals, material procurement status, etc.
- 37. There will also be Task meeting with the Trade personnel that will be performing the task when they start the task. This meeting is to insure that all safety procedures are being followed, the specified materials are being used, and the procedures for quality are being utilized as agreed to during the Pre-Task Meeting.
- 38. Provide own fire extinguishers within 20 LF of own hot work per OSHA regulations. This is in addition to fire extinguishers provided for general site safety by BP4.
- 39. Trade Contractor to comply with all site requirements (Logistic Plan) and County ordinances regarding parking, hours of work, and routing of delivery trucks to the project site. Hours of work shall be from 07:00 am to 3:30 pm Monday through Friday. Equipment cannot start prior to 7:00 am and MUST USE DESIGNATED ACCESS ROUTE to the jobsite office and sign-in at the jobsite office PRIOR to proceeding to the site. Trades must seek written approval from the Construction Manager prior to start of work if a deviation from regular work hours is desired. Overtime and Saturday work must be coordinated with Construction Manager to occur without disruption to campus activity.
- 40. Parking at the various work areas on the site is minimal. Anticipate the possibility of only one foreman vehicle being allowed in the area of the work. Parking in the construction laydown area is not a given, daily crew sizes will dictate. If necessary Construction Manager will coordinate with the County to provide unsecured crew parking within 1 mile of the site. If transport vehicles, if necessary, are responsibility of each trade.
- 41. All trades responsible for daily clean-up of own debris and transport to dumpster. Jobsite to be kept in a "broomswept" "clean as you go" condition at all times. Trades uncovering dumpsters to dispose of debris are responsible for re-covering.

- 42. Should any Trade Contractor fail to provide sufficient cleanup of own work, and after 48- Hour Notice, Balfour Beatty Construction reserves the right to perform the cleanup and assess all costs against the non-performing Trade Contractor's contract. If failure to perform poses an immediate or imminent danger, Balfour Beatty Construction shall have the right to immediately rectify the situation on the Trade Contractor's behalf with all costs associated with said rectification being borne solely by this Trade Contractor.
- 43. Should failure to clean up cause a safety issue for the campus on this 24/7 occupied facility, the Construction Manager reserves the right to perform the cleanup without a 48 hour or 2 day notice using own and or outside forces with all costs associated with the clean up being assessed against the non-performing Trade Contractor's contract.
- 44. All Trade Contractors are responsible for working in a clean and uncluttered area. Any crew found to be working in a cluttered and dangerous area will be removed from the project for the day.
- 45. Responsibility for storage and security of own materials and/or equipment located on and off jobsite property. Location of staging area to be determined/ approved by Construction Manager. Own work shed, yard, lighting and security fence if required for storage. Provide relocation of staging areas as necessary due to phased Construction. Any materials stored off site must be in a bonded warehouse as agreed by owner and Construction Manager in order to receive payment for said material.
- 46. All materials must be stored off the ground in an organized manner on pallets, dunnage, and under constant cover. All stored material must comply with SWPPP, State and local regulations.
- 47. Each Trade Contractor shall ensure that drip pans are utilized under ALL equipment stored onsite at end of each shift. Pans shall be 4' diameter kiddie pools or approved equal.
- 48. Each Trade Contractor is responsible to provide own staging, scaffolding, aerial equipment, platforms, false work, and hoisting and lifting equipment for own work.
- 49. Each Trade Contractor is responsible for coordination of all work within own scope and with all other Bid Packages for a complete job. Trade Contractor shall "know the work" to be performed and communicate with associated Trade Contractors and Construction Manager to ensure timely installation of work to comply with the schedule of the work scope in progress.
- 50. Protection and cleaning of own work for duration of project, until project completion and acceptance by owner.
- 51. <u>Coordination and protection of own work with other trades. All damage to Trade Contractor's work must be</u> identified and agreed to in writing by damaging Trade Contractor(s) at time of occurrence of damage in order for damaged Trade Contractor(s) to request compensation for correction of such damage. Change orders for corrective work will be processed only if damage is agreed upon with signatures by all participating Trade Contractors (damaging and damaged). Construction Manager and/or Client will not be responsible for any costs other than those caused by client's staff and/or vendors.
- 52. Trade Contractor has reviewed the project and is aware of existing conditions regardless of attendance of preconstruction conferences or depiction of existing conditions on contract documents. Trade Contractor has included funds to deal with these existing conditions in Trade Contractor's base bid.
- 53. **Provide one qualified and competent English-speaking Superintendent or Lead Foreman** for the duration of own work on project, including punch list corrections at completion of project. Foreman must be on-site when work is being performed. Superintendent/ Foreman may not be changed without Construction Manager's approval. Emergency after hours phone # must be provided to Construction Manager.
- 54. Each Trade Contractor shall be responsible for complying with the Construction Manager's project schedule, particularly as it pertains to phasing, staffing, material ordering, fabrication, delivery of materials to meet schedule, and adequate mobilizations or move-ons. Each Trade Contractor shall be responsible in recognizing that this is a high priority project for the Client requiring close coordination around the campus activity, and that it shall require

special priority, coordination, and management to maintain the project's schedule.

- 55. Each Trade Contractor shall provide scheduling information to Construction Manager within (10) days of receipt of Notice of Award.
- 56. Each Trade Contractor shall be responsible for prompt correction of any deficiencies.
- 57. <u>Each Trade Contractor shall provide applicable payment and performance bonds within (5) days of receipt of notification of award</u>.
- 58. Trade Contractors shall be responsible for costs for Re-inspections due to failure of Trade Contractor to notify Construction Manager or Inspector a minimum of 48 hours prior to canceling an inspection, re-inspection caused by the Trade Contractors failure to comply with the plans and specifications (including failure of the test), and additional inspection costs to accommodate Trade Contractor initiated changes in the work for benefit of Trade Contractor. The Client will only pay for the initial inspection.
- 59. Provide, maintain, and remove all scaffolding required for own scope of work. All scaffolding shall be OSHA compliant at all times. In addition to OSHA standards, all scaffolds must be 100% toe boarded on inside and out, 100% of the time. Contractor shall have a certified scaffolding "Competent Person" on site at all times during scaffold use. The Competent Person must perform daily inspections of all fixed and rolling scaffold. Documentation must be submitted to Construction Manager daily.
- 60. All trades performing activities, requiring a Competent Person, must perform daily inspections with proper documentation that is submitted to the CM daily.
- 61. Each Trade Contractor will be responsible to provide own power cords and task lighting for own work. Temporary electrical power distribution (spider boxes) will be provided by the BP 3 Trade Contractor for use by others, and general access/egress lighting will be provided by the BP 5 Trade Contractor.
- 62. Construction water will be provided from a manifold installed by BP 2. Trades are to provide own hoses and nozzles, water trucks, etc for distribution from manifold. Should Trade Contractors require water from hydrant, they shall provide own backflow, meter, permits, fees, valves, adapters, appurtenances, etc., as required by AHJ.
- 63. Each Trade Contractor to provide dust control for own activities in compliance with SCAQMD and SWPPP requirements. Fugitive dust is not allowed.
- 64. All silica dust that is generated during any work activity shall be 100% contained and disposed of per OSHA regulations.
- 65. All cementitious material spills including concrete, plaster, and mortar are considered a hazardous contaminant and are to be treated as an environmental hazardous spill. Install tarp or heavy duty plastic under all plaster operations and scaffolds to a minimum of 10 feet from plaster and/or equipment. Remove and dispose of all excess concrete and plaster/materials on the ground immediately per hazardous material handling regulations. Rake clean and return grade to original state.
- 66. All Trade Contractors to provide own traffic control for own work, including traffic control plan that complies with State and local regulations and implementation, flagman, signage, barricades, trench plates, and temporary asphalt patching for own work. Maintain accessibility for clients use unless coordinated otherwise with Construction Manager.
- 67. All large deliveries (more than 6 wheels) require pre-planning including written traffic control/safety plans for client's review and approval prior to delivery.
- 68. Each Trade Contractor shall provide proper notification to the Construction Manager and governing agencies prior to performing work in public right of ways.
- 69. Before any underground work is started, any Trade Contractor intending to excavate or penetrate the ground shall,

in addition to providing own notifications to Dig-Alert or similar agencies, review the project GPR plan and identify all existing underground piping, conduits, structures, and or utilities in the vicinity of all excavations and penetrations. Include hand dig or vacuum pothole every 25' and at each change in direction to visually verify the existing utility.

- 70. A designated competent person trained and certified in excavation safety shall inspect all open excavations, whether being worked on that day or not, and complete written Excavation Inspection Form prior to start of any work. For excavations with work in progress, in addition to Excavation Inspection Form, the designated competent person shall complete and submit a location and activity specific Excavation Permit, prior to start of work in the excavation each day.
- 71. Trade Contractors with any underground work or work penetrating the ground must make own notification to all applicable agencies. Provide receipt to Construction Manager no later than at time of the pre-dig conference the with written confirmation by agencies.
- 72. Trade Contractors with underground work or work penetrating the ground shall be responsible for scheduling and attending a pre-dig conference with Balfour Beatty at minimum of 10 work days prior to start of the underground work. Mandatory attendees of pre-dig conferences shall include Trade Contractor's full time onsite Foreman, equipment operator(s), Project Manager, and Corporate Safety Manager. Trade Contractors performing this work shall not rely on any representation made by anyone other than results of potholing. Any markings not within the demo that remain are to be removed by the responsible Trade Contractor. Owner's as-built drawings, if provided will **not** alleviate Trade Contractors from their contractual responsibilities.
- 73. Provide trench plates as required for own work in order to maintain constant access to all areas for client and other Trade Contractors. All trench plates in pedestrian accessible areas shall have temp asphalt transition ramp at all edges.
- 74. Trade Contractors performing any type of excavations are responsible for providing OSHA compliant trench protection at all excavations at all times including all labor, equipment, and materials. At no time shall any excavations be left unprotected. Water in excavations shall be removed immediately.
- 75. No company banners or signage to be displayed on site.
- 76. All utilities that serve existing building shall be kept in service unless coordinated and scheduled 14 days in advance with Construction Manager.
- 77. Cleaning of streets, driveways, etc., as required for own operations and to comply with SCAQMD and SWPPP requirements. Tracking is not allowed and must be cleaned up immediately.
- 78. Pre-installation coordination meetings will be held for each scope of construction. Scheduling of the meeting 2 weeks prior will be the responsibility of the work performing Trade Contractor.
- 79. Each Trade Contractor shall attend pre-construction meetings, jobsite coordination meetings, construction meetings, scheduling meetings including pull planning meetings as requested by Construction Manager.
- 80. Responsibility for environmental conditions (i.e. temperature, moisture, etc.) affecting own work. Weather damaged goods will be subject to rejection.
- 81. Attendance of the Pre-Construction meeting is MANDATORY for each of the Trade Contractor's Project Manager and Superintendent/Foreman.
- 82. <u>Each Trade Contractor shall participate in scheduling meetings as requested by Construction Manager to</u> accommodate the preparation and updating of the project's CPM schedule. Includes Pull Planning Schedule and the submission of related data as may be requested.
- 83. All Trade Contractors responsible for providing all labor, plant, material, equipment, maintenance, and protection for own work.

- 84. Provide Storm Water Pollution controls as required for own scope of work, including conformance with SWPPP plan, standard erosion control requirements, and protection of own work as applies. All Trade Contractors responsible for repair and replacement of SWPPP control measures disturbed by own operations. BP 1 is responsible for implementation of SWPPP plan.
- 85. Each Trade Contractors are responsible for repair and replacement of any installed SWPPP materials removed or damaged by Trade Contractor's own work.
- 86. Each Trade Contractor whose scope of work modifies the SWPPP plan in place due to means and methods, in any way, are RESPONSIBLE to pay the designated Qualified SWPPP Developer to modify/amend the existing SWPPP plan, implement, maintain, monitor and inspect BMP's to comply with SWPPP requirements for the duration of their particular scope, or until change condition is complete.
- 87. Provide and maintain dewatering operations for own work as required to eliminate ponding of water immediately after rainfall has occurred in order to allow affected areas to dry out as quickly as possible. Dewatering to be done by whatever means necessary, including mechanical pumps, siphons, etc., to a location no more than 300' from the flooded area and complies with SWPPP regulations.
- 88. Each Trade Contractor is responsible for all loading, hauling, dumping of clean spoils and soils generated by own work to an approved on-site location. Export off-site is by BP 1. Each Trade Contractor is responsible for providing secured cover over all spoils at end of each shift.
- 89. Exercise On-Time Delivery and prompt export of materials. This site is continually occupied and has no room for stockpiled materials in or around work areas. Storage in laydown area is limited and is to be coordinated with Construction Manager.
- 90. All required excavation for own work. Includes initial pothole to horizontal 3' of any utility by hand or vacuum truck to locate existing utilities prior to any excavation.
- 91. All trenching, backfill, compaction, bedding, etc., as required for own work.
- 92. Each Trade Contractor is responsible for restoring all grades/sub-grades in areas to remain to elevation and condition as received at time of start of work. There is no landscaper or landscaping included in the project. Each trade is responsible for tying new grades into existing grades and all associated clean up, removal, and disposal of all spoils generated by own work. Repair of existing landscaping needlessly damaged due to any reason including carelessness or negligence shall be responsibility of responsible Trade Contractor.
- 93. Promptly notify, in writing, associated Trade Contractor and Construction Manager of any unsuitable grade/subgrade conditions. Commencement of installation will imply the acceptance of the grade/subgrade condition.
- 94. Layout, field measurements, and survey for own work shall be provided by each bid package for own work unless included in BP1's scope.
- 95. Responsibility for protection of survey stakes placed for own work.
- 96. Trade Contractor to provide minimum 48 hour written notice required for soils testing or inspection.
- 97. Each Trade Contractors to provide own concrete washouts for own concrete work. Coordinate location of washouts with Construction Manager. Concrete trucks to be washed out only in washouts. Washouts to be covered when not in use per SWPPP requirements. All concrete spills are to be cleaned up immediately. Provide signage (4'x8' minimum) reading "Concrete Washout Area" at all washouts. Trade Contractor responsible to provide own water for washing out.
- 98. There may be no washing of any vehicle exteriors on site at any time.
- 99. Each Trade Contractor to provide competent person onsite during all concrete pours to monitor placement of own

work and ensure components such as but not limited to sleeves, drains, conduits, pipes, embeds, anchor bolts in concrete are not disturbed and are at proper elevation and configuration as required for future use.

- 100. Provide (48) hours advance notice of all concrete pours to other Trade Contractors, inspector, and Construction Manager. Coordinate with inspector any required batch plant inspections.
- 101. Each Trade Contractor to provide all slurry, encasements, and thrust blocks required for own work.
- 102. Each Trade Contractor is responsible for safe off existing conditions corresponding to Trade Contractor's own scope of work (electrical, plumbing, mechanical, etc.) prior to beginning of demolition, grading and trenching operations.
- 103. Each Contractor is responsible to coordinate all backing, sleeving, support, head outs, wall or ceiling openings, and embed requirements for own work with related Trade Contractors prior to installation operations such as wall framing, masonry operations, and concrete operations. Failure to coordinate and confirm installation of backing, sleeving, support, head outs, wall or ceiling openings and embed requirements for own work with applicable Trade Contractor transfers backing responsibility including all costs associated with rework, removal or replacement to contractor requiring backing.
- 104. Layout and install in own work all sleeves, embeds, anchor bolts, hold down bolts, etc., including templates, required for the work of other trades framing, CMU, CIP concrete, metals, MEP, etc. as required and provided by others trades. Coordination with other trades included.
- 105. Coring, cutting, and drilling for own penetrations in existing structures/conditions as required. This includes all investigations and x-raying existing structure as required.
- 106. When attaching to existing structures/surfaces, all Trade Contractors are required to prepare surfaces of existing structures, as well as all bolting, through bolting, wedge anchors, attachment, for same.
- 107. Installation or coordination of Owner Furnished Owner Installed (OFOI) or Owner Furnished Contractor Installed (OFCI) items in adherence of the project schedule as indicated within the plans and specifications.
- 108. All welding required for own work. Prior to any welding, submit for approval welder's certifications and welding procedures to be used.
- 109. Identification and labeling of own work as required.
- 110. All testing, cleaning, inspection, balancing and maintenance of own work until Owner's acceptance.
- 111. Dissimilar material and corrosion protection.
- 112. Each Trade Contractor shall provide fire resistive joint systems as required for own work at both new and existing conditions.
- 113. <u>BP 5 Mechanical, Electrical, Plumbing Trade Contractors penetrating through roofs are responsible for</u> <u>coordinating own penetrations with other Trade Contractors with penetrations and roofer. Provide watertight</u> <u>temporary covers for all own penetrations. Roofer to provide all roof jacks, hoods, flashings, and associated</u> <u>sealants. Sheetmetal covers at roof mounted mechanical pads and are provided by Mechanical Trade Contractor</u>.
- 114. All patching back of existing conditions disturbed by contractor's work. Includes AC and concrete trench patching, planting, wall patching, etc.
- 115. All sealants for own work. Provide sealant at all dissimilar materials. Each Trade Contractor shall provide for acoustic sealant to seal all penetrations created by installation of own work.
- 116. Fire stopping at own penetrations performed by a certified installer.
- 117. All required shimming for own work.
- 118. All Trade Contractors will include reasonable minor demolition above what is specifically shown on contract

documents – as required for access to perform own work.

- 119. All Trade Contractors shall protect all existing trees and vegetation not shown or required to demolish. At a minimum, this Trade Contractor shall stay 6' away from all trees. Should a tree be in the way of work being performed, Trade Contractor shall notify the Construction Manager for direction, prior to damage or removal of tree(s). Trees removed or damaged without approval shall be replaced in like kind with all associated costs being the responsibility of this Trade Contractor.
- 120. All bid packages to furnish and install all concrete work associated with or required for own work unless noted to be provided by other bid packages.
- 121. Provide access panels as required for future maintenance of own work whether shown in the contract documents or not, including stainless steel access panels in tile locations. Coordinate with associated framing contractor for all backing requirements. Final locations are subject to Architect's acceptance.
- 122. All finishes per contract documents.
- 123. All low voltage wiring and controls associated with own work and per associated bid package.
- 124. All BP 5 Trades responsible to provide in writing to Framing Trade Contractor AND Construction Manager all backing or support requirements required for own work prior to start of framing. Failure to provide this information transfers the responsibility to provide and install the backing and support to the trade requiring the work
- 125. All BP 5 Contractors to provide all plywood backerboards for own work.
- 126. Final adjustment of own work upon completion of installation.
- 127. All Trade Contractors are responsible for all layout within their scope of work including but not limited to the removal of all layout markings not removed during the construction process. Coordinate with all other affected trades prior to layout.
- 128. There will be commissioning meetings for BP 5 MEP and Fire protection trades; for the purpose of total building commissioning as well as HVAC commissioning. The Construction Manager, Commissioning Agent, and the District will coordinate these meetings and all parties pertaining to that specific meeting will be in attendance. Expect one meeting per month starting at the beginning of the project with two meetings per month during the last six months.
- 129. No catering trucks are allowed on the campus.
- 130. A minimum 72 hour notice must be given to Construction Manager for coordination with the campus any work outside of temporary fencing per Logistic Plan.
- 131. Any disruption to campus activity or utilities must be coordinated with and approved by the campus prior to commencement of the disruption.
- 132. All Trade Contractors shall provide the Basic Services described within the project documents using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. The Trade Contractor's services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely completion of their scope of work and the project as a whole.
- 133. All Trade Contractors agree they have reviewed the project documents and has, by means of its submittal of a bid price, determined that the project documents are free of errors, omissions, conflicts, or other deficiencies so that the Trade Contractor can construct the project as depicted without delays, disruptions, or additional costs resulting from errors, omissions, conflicts, or other deficiencies in the project documents.
- 134. Work being done in existing building is an enclosed space, use of gasoline engines is restricted and may require specialized ventilation that is the responsibility of the Trade Contractor.

- 135. All Trades will recognize that there will be rock obstructions during trenching and excavations and will accommodate costs in their bids for removal of such obstructions.
- 136. Any hazardous materials thought to be encountered during the course of construction shall immediately be brought to the attention of the Construction Manager for coordination with the owner for identification and proper removal, by others if required.
- 137. All Trade Contractors are responsible to become familiar with other trade related scope of work and coordinate all required labor/material to ensure a complete installation and functioning system of those items. For example, electrical contractor is responsible to provide power, conduit and wiring for irrigation controllers; metal stud framing contractor is responsible to install backing for casework contractor, etc. All contractors MUST BE PROACTIVE in coordination of all required items from other trade contractors in a timely manner, please refer to project schedule regarding timing of activities.
- 138. Provide digitally formatted Operation and Maintenance manuals and Information for all equipment provided or installed prior to completion of the work.
- 139. Upon completion of an inspected & operational system, provide an in-person owner training session showing the controls, correct operation, maintenance requirements, etc., of the system.
- 140. Lakeside Union School District campuses, and Tierra Del Sol Middle School are Smoke-Free and Tobacco-Free Campuses. No smoking or tobacco use is permitted anywhere on campus property, including parking lots and project sites.

PROJECT SPECIFIC

- 141. **THE OVERALL PROJECT SCOPE IS AS FOLLOWS:** Tierra Del Sol Middle School is located at 9611 Petite Lane, Lakeside, CA 92040. The purpose of this project is to build a new modular gymnasium, install associated utilities, provide sitework around the new building, install new firelane to Acacia St, install ADA upgrades in front parking lot, and ADA upgrades in Building E Restrooms.
- 142. <u>Work will take place on an existing, fully operational Middle School facility.</u> Disruptions to the daily operations of the campus including the learning environment are to be avoided. Access to buildings, or loud, disruptive, noisy work, may need to be scheduled around campus activity, including testing. Contractors are responsible for respecting district's use of their facility and complying with any policies, procedures, or directives from Construction Manager on behalf of client.
- 143. All trades must comply with the Specifications listed below as well as their own specific specification sections listed in their respective Division of Work:
 - 01 11 00 Summary of Work
 - 01 21 00 Allowances
 - 01 22 00 Unit Prices
 - 01 23 00 Alternates
 - 01 25 00 Substitution Procedures
 - 01 29 00 Payment Procedures
 - 01 31 13 Project Coordination
 - 01 31 19 Project Meetings
 - 01 32 16 Construction Progress Schedule
 - 01 32 16.13 Network Analysis Schedules
 - 01 33 00 Submittal Procedures
 - 01 35 16 Alteration Project Procedures
 - 01 42 19 Reference Standards

- 01 45 23 Testing and Inspecting Services
- 01 50 00 Temporary Facilities and Controls
- 01 56 39 Temporary Tree and Plant Protection
- 01 60 00 Product Requirements
- 01 71 23 Field Engineering
- 01 73 29 Cutting and Patching
- 01 74 00 Cleaning and Waste Management
- 01 77 00 Closeout Procedures
- 01 78 23 Operation and Maintenance Data
- 01 78 30 Warranties, Guarantees, and Bonds
- 01 78 39 Project Record Documents
- 01 81 13 Sustainable Design Requirements
- 01 91 13 General Commissioning Requirements
- 02 41 19 Selective Demolition
- 144. Each Trade Contractor as specified in Bid Packages will be responsible for removal of construction debris to dumpsters provided by Bid Package #1 unless noted otherwise. Trade Contractors responsible for removal of debris from the site are to utilize a legal disposal facility, including all trucking and fees as necessary. All dumpster locations must be approved by Balfour Beatty. Trade Contractor includes any manual handling, small tools, buckets, buggies, wheel barrows, etc. which are required to get to work areas. Jobsite to be kept in a "broom-swept" condition at all times.
- 145. Each Trade Contractor will be responsible for the protection of existing adjacent finishes during the course of their work.
- 146. Compliance with General Notes including but not limited to Sheets A.01, A0.2, S1.1, M1.0, P0.0 as applicable to each scope of work.
- 147. PUBLIC CONTRACT CODE COMPLIANCE The undertaking and accomplishment of this Project is required by State law to comply with the requirements of Public Contract Code Section 20146, et seq. Nothing in this RFP is intended to nor should be interpreted as contravening the provisions of that code.
- 148. The Offeror shall be fully knowledgeable of and shall comply with the provisions of Public Contract Code Section 20146, including the bidding and subcontracting requirements.
- 149. Public Contract Code Section 20146(c) states in part: "Trade Contractors that were not listed by a construction manager at-risk entity...shall be awarded by the construction manager at-risk entity in accordance with the process set forth by the county. All Trade Contractors bidding on contracts pursuant to this section shall be afforded the protections contained in Chapter 4 (commencing with Section 4100) of Part 1. The construction manager at-risk entity shall do both of the following: (1) Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the county. (2) Provide a fixed date and time on which the subcontracted work shall be awarded in accordance with the procedure established pursuant to this section."
- 150. The Offeror shall be fully knowledgeable of and shall comply with the provisions of the County of San Diego Board of Supervisors Policy B-39a, Disabled Veteran Business Enterprise Program, which requires projects estimated to cost over \$1 million in value to meet or exceed the requirement of 3% DVBE Trade Contractor participation.
- 151. PREVAILING WAGE COMPLIANCE The undertaking and accomplishment of this Project is required by State law to comply with the requirements of Labor Code Sections 1770, et seq. Nothing in this RFP is intended to nor should be interpreted as contravening the provisions of that code.
- 152. The Offeror shall be fully knowledgeable of and shall comply with the provisions of Public Contract Code Section

1770, including the general prevailing wage rate requirements, requirements for subcontracts, and forfeiture penalties.

- 153. County public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1771.4(a)(1). As part of this program, contractors and Trade Contractors on public works projects are required to be registered with DIR in accordance with Labor Code Section 1725.5. Unregistered contractors are not qualified to bid on, be listed in a bid proposal, listed as a Trade Contractor, or engage in the performance of any Public Works Contract, all as more particularly described in Labor Code Section 1771.1(a). The CM shall be required to post the job site with all notices required by regulations per Labor Code Section 1771.4(a) (2), whether or not the County also posts.
- 154. Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the contract.
- 155. In accordance with Labor Code, Section 1773.2, copies of the prevailing rate of per diem wages are on file and can be viewed during normal business hours at the County Department of Purchasing and Contracting, located at 5560 Overland Avenue, Suite 270, San Diego, CA 92123-1294. CM shall post a copy of the applicable prevailing wage rates at the job site.
- 156. If it becomes necessary to employ crafts other than those listed in the General Prevailing Wage Rate, the CM shall obtain a wage rate determination. The rates thus determined shall be applicable as minimum from the time of initial employment. CM shall be responsible for paying the applicable rate.
- 157. The CM and each Trade Contractor shall keep and make available accurate payroll record in accordance with Labor Code, Section 1771.4(a)(3) and Section 1776. The record shall contain the names, addresses, social security numbers, work classifications, 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 the CM and/or Trade Contractors in connection with the work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as those forms. A copy of all payrolls shall be submitted weekly to in accordance with the contract. The CM's and Trade Contractors' certified payroll records shall be available for inspection at the principal office of the Contractor, or at the job site should the principal office be located outside of San Diego County.

- 1.0 BID PACKAGE #01 "SWPPP, Site demolition, Survey, Earthwork, Concrete, CMU, Waterproofing, Asphalt, Site Striping & Signage" Trade Contractor is responsible for coordinating and providing all plant, labor, material, equipment, tools, facilities, transportation, applicable taxes, permits, services and coordination necessary for, and incidental to accomplish the work (unless specifically noted otherwise), in accordance with the complete contract documents, and ensure coordination of work between the multiple bid packages for a complete turnkey and operable system at Tierra Del Sol Middle School New Gym/MPR Building, which shall include, but not be limited to the following;
 - 1.1.1. Lakeside Union School District | As-Built Documents
 - 1.1.2. Ninyo & Moore | Tierra Del Sol Middle School Geotechnical Evaluation Report of March 9, 2020
 - 1.1.3. Balfour Beatty | Front End Bid & Contract Documents
 - 1.1.4. StudioWC A+E | Drawings
 - 1.1.5. StudioWC A+E | Specifications
 - 1.1.6. StudioWC A+E | 00 00 00 Procurement & Contracting Requirements Complete
 - 1.1.7. StudioWC A+E | 01 00 00 General Requirements Complete
 - 1.1.8. StudioWC A+E | 02 41 19 Selective Demolition
 - 1.1.9. StudioWC A+E | 03 10 00 Formwork
 - 1.1.10. StudioWC A+E | 03 20 00 Concrete Reinforcement
 - 1.1.11. StudioWC A+E | 03 30 00 Cast-In-Place Concrete
 - 1.1.12. StudioWC A+E | 04 22 00 Concrete Unit Masonry
 - 1.1.13. StudioWC A+E | 07 09 00 Elastomeric and Non-Elastomeric Joint Sealant
 - 1.1.14. StudioWC A+E | 07 13 00 Sheet Waterproofing
 - 1.1.15. StudioWC A+E | 07 09 00 Fluid-Applied Waterproofing
 - 1.1.16. StudioWC A+E | 07 26 13 Above-Grade Vapor Retarders
 - 1.1.17. StudioWC A+E | 07 92 00 Joint Sealants
 - 1.1.18. StudioWC A+E | 31 10 00 Site Clearing
 - 1.1.19. StudioWC A+E | 31 20 00 Earth Moving
 - 1.1.20. StudioWC A+E | 31 22 19 Finish Grading
 - 1.1.21. StudioWC A+E | 31 23 00 Excavation and Fill (as it applies to own work)
 - 1.1.22. StudioWC A+E | 31 31 16 Termite Control (as it applies to own work)
 - 1.1.23. StudioWC A+E | 31 50 00 Excavation Support and Protection (as it applies to own work)
 - 1.1.24. StudioWC A+E | 32 12 16 Asphaltic Paving & Aggregate Base
 - 1.1.25. StudioWC A+E | 32 16 00 Curbs, Gutters, Sidewalks, and Driveways
 - 1.1.26. StudioWC A+E | 33 44 19 Utility Storm Water Treatment
 - 1.1.27. StudioWC A+E | 31 50 00 Excavation

1.2 SWPPP

1.2.1. This Trade Contractor is responsible for all materials, labor, and equipment necessary for implementation of Project Storm Water Pollution Prevention Program (SWPPP) per Federal, State, Local, and SWPPP Plan requirements, including but not limited to, provide and maintain all required installations, conducting all necessary monitoring and inspections, sampling and testing, all required documentation, and all required interface with the State of California Stormwater Multiple

Application and Report Tracking System (SMARTS) Program throughout the duration of the project.

- 1.2.2. This Trade Contractor shall provide a minimum of one (1) fully trained, certified, and registered Qualified Stormwater Practitioner (QSP) for the entire duration of the project. QSP shall be registered with State of California. QSP's certifications must be current and in good standing with certifying agency throughout the course of the project. Provide QSP's certifications and registration numbers within 5 days of District's issuance of Notice to Proceed. QSP shall conduct all required weekly, prestorm, during-storm, and post-storm SWPPP inspections using the reporting form provided withing the contract documents or an approved equal. All inspections and sampling reports are to be written and provided electronically to Construction Manager and any party (ies) responsible for any issue within 24 hours of the inspection or sampling. Each inspection report shall include description, photographs, and recommendations for each issue observed, regardless if action is required or not. Reports shall be uploaded to SMARTS as required. All issues contained in any report must be satisfactorily resolved, QSP is responsible to document the correction and closure. QSP is responsible for posting and updating the Project SWPPP Plan, to be located in Construction Manager's office. Modifications to SWPPP design are to be approved by Project QSD prior to their implementation. This Trade to include two (2) separate training sessions for onsite crews on good SWPPP practices.
- 1.2.3. This Trade Contractor is to include provide, install, and maintain of all required BMPs, including but not limited to, those indicated on the SWPPP Plan, gravel bags (sand and dirt bags are not allowed), wattles, stakes, silt fence, rock, filter fabric, rumble plates, plastic sheeting, tarps, covers, and various and sundry associated items. Include install of SWPPP compliant covers on all spoils piles and dumpsters at close of each day regardless of weather. Torn, weathered, or unsecured covers are not allowed.
- 1.2.4. This Trade Contractor is responsible for installation and maintenance of filtering covers on all storm drain inlets in all areas of and affected by construction related operations. Covers shall work to eliminate contamination from entering the storm drain system but not prevent flow. Coordinate with storm drain installer for installation of covers on both temporary and permanent inlets as the inlets are installed. Covers in occupied areas shall be ADA compliant.
- 1.2.5. Provide, install, and maintain SWPPP compliant covers all spoils piles and dumpsters. Covers to be in good condition, secured, and in place at end of shift each day. When this Trade contractor is not actively working on the site, coordinate with other Trade Contractors for the daily removal and replacement of covers during the course of their work.
- 1.2.6. Provide and install a total of two (2) stabilized entrances per Stabilized Construction Entrance Detail TC-1 including but not limited to subgrade excavations and preparations, filter fabrics, 3' minus rock, and a min of two (2) deep rumble plates the same width as the entrance per location. Include daily maintenance and clean up as conditions require to maintain fully compliant entrances at all times per the documents and local AHJ's requirements and standards. Also included in this Bid Package is complete removal and clean up at end of project to leave the areas as they were prior to any mobilizations.
- 1.2.7. This Trade Contractor shall provide a stockpile of at least 25% of each SWPPP and BMP material used or as shown on the SWPPP plan, whichever is greater. Materials shall be covered at all times when not actively in use. Stockpile is to be located per coordination with Construction Manager. Include complete removal and clean up at end of project as directed.

- 1.2.8. This Trade Contractor is responsible to, upon substantial completion of project site work, remove and dispose of all construction BMPs to legal offsite disposal facility and provide and install final SWPPP controls as required per SWPPP plan to provide a stabilized site. All BMPs left in place shall be in good and compliant condition. Upon final acceptance by qSD, Architect, and District, all remaining controls will be responsibility of and maintained by the District.
- 1.2.9. This Trade Contractor is responsible for, at completion of fine grading, site concrete, and asphalt, the removal of protections on catch basins, the cleaning of catch basins, and the flushing of storm drain piping to verify they are clear, in all areas that had received work.
- 1.2.10. Spill kit to be provided by others.

1.3 Demolition

- 1.3.1. This Trade Contractor is responsible to, prior to start of work in any area, review the project plans, asbuilts, and GPR, and provide own potholing to visually locate all known existing underground utilities prior to start of said work. Includes coordinating and attending a pre-dig meeting with BBC and any affected Trades prior to commencement of each phase of work. Attendees shall include Trade's Project Manager and onsite Foreman. This Trade shall bring to the pre-dig meeting complete set of plans and specifications for the work, the GPR plan, JHAs for each activity associated with the work, completed excavations permits, and haul route plans and permits.
- 1.3.2. This Trade is responsible for coordination with other affected Trade Contractors any required disconnect and/or safe off existing utility prior to proceeding with any demolition work.
- 1.3.3. This Trade Contractor shall be responsible for all site demolition including but not limited to all labor, equipment, layout, sawcutting, breaking, excavations, removals, loading, hauling, disposal to a legal off-site facility, and any associated fees. Also included are utilities to be removed, site walls, footings, hardscape, landscape, concrete, curbs, curbs and gutters, asphalt, any concealed petro-mat, walkways, striping, signs, posts, footings, chain link fencing and gates complete, etc, as per plan or as required to allow the work of the project to be performed.
- 1.3.4. This Trade is responsible for all site demolition work that may not be indicated for demolition on the contract documents but required for the installation of new work as shown the contract documents. Trade shall review all plans for demolition requirements. Demolition in Building E is by Others.
- 1.3.5. This Trade Contractor is responsible for all waste removal and disposal of all debris related to own work, including but not limited to all loading, hauling, permits, and fees. Provide own dumpsters for own work, including all deliveries, pick ups, dumps, returns, and relocations as necessary to coordination with the work. Debris shall be allowed to accumulate and removed offsite or to onsite dumpster daily without exception. This Contractor shall provide bill of lading tickets for each load or dumpster of debris removed from the site. Coordinate dumpster locations with Construction Manager. Dumpsters for other's work are not included in this responsibility but are to be provided via an allowance
- 1.3.6. All disposals are to be in accordance with the City of Lakeside and County of San Diego, including environmental and transportation regulations. All demolished and removed materials must be disposed of offsite to a legal dump site.
- 1.3.7. This Trade shall keep areas of work clean and free of stored debris at all times, and upon completion

of demolition all areas are to be left graded, clean, and ready for the new work, including backfill and compaction of any holes created during demolition.

- 1.3.8. This Trade Contractor is responsible for complete removal and disposal of existing 36" storm drain located below and outside of the new building pad after storm drain line is re-routed by BP 2. Reference sheet C3.1. Includes but is not limited to all existing pipe, bedding, any excavating deeper than the bottom of pad over-excavation if needed, scarify, filling, and compaction as required.
- 1.3.9. Unless noted otherwise on plans and/or specs, for bidding purposes assume thickness of existing asphalt to remove is 3" 6" for non-fire lane locations, and 5" 8" for fire lane locations. Assume thickness of existing concrete sidewalks to remove is 4" 6. Should any areas exceed the ranges noted above and this Trade Contractor considers any of the work to be at additional cost, this Trade Contractor is responsible to provide immediate written notification to the Construction Manager, who will provide then direction.
- 1.3.10. Removals of hardscapes shall be to the limits noted on plans and/or to the nearest existing joint beyond those limits, as site conditions require. Limits on plans are a minimum and additional removals within reason are at no extra cost to District.
- 1.3.11. This Trade shall be responsible for protecting in place all existing utilities, services, buildings, hardscapes, landscaping, furnishings, and features during the course of own work. Any items to remain, that are not shown or required to be removed in order to install the new work, be damaged or inadvertently removed by this Trade Contractor, this Trade Contractor shall be responsible for any and all costs associated with repair, replacement, and/or restoration of removed or damaged items..
- 1.3.12. Existing site items to be saved or salvaged must be clearly marked by this Trade and coordinated with Demolition Foreman prior to and during demolition operations. Removal of above ground and underground utilities, and abandoned surface conduits to be provided by this Demo Trade Contractor.

1.4 Survey

- 1.4.1. This Trade Contractor is responsible to provide all survey work including calculations, layout, survey, staking, hubs, cut sheets, plots, etc as required for the installation of own work and work by others as required per plans and specifications.
- 1.4.2. The following minimum survey requirements are the responsibility of this Trade Contractor:
 - 1.4.2.1. Site survey shall include, but not be limited to: limits of demolition, rough grades, subgrades, building pad grading and certification, finish grades, site walls, firelanes, radius points, contours, slopes, and as-built survey to verify finished grades upon completion of project.
 - 1.4.2.2. Building survey to include 5' offset points at each end of the following gridlines: 1, 1.5, 2, 3, 5, A, B1, C, E, E1. Survey requirements shall also include: one (1) stake or hub securely installed at finish floor elevation per civil plans. Location of the FF stake to be coordinated with building installer, clearly labeled, surrounded by warning protection (basket), and include impalement protection at all times when not actively in use.
 - 1.4.2.3. This Trade Contractor shall provide survey mobilizations as required to install the work of the project as scheduled whether specifically identified on the schedule or not.

1.4.2.4. This Trade Contractor is responsible to protect all own survey including coordinating with other trades to maintain hubs, stakes, and protections. Failure to protect or coordinate the protection of survey will not constitute approval of costs for re-staking. In the event of damage to installed survey occurs, this Trade Contractor shall be responsible for written notification to the responsible Trade Contractor and Construction Manager. Written documentation shall include: trade responsible, date, location including stake #, and photographs confirming responsibility for the damage. Fulfilling these requirements will transfer responsibility for costs of re-survey to the Trade Contractor responsible for those costs.

1.5 Grading

- 1.5.1. This Trade Contractor is responsible to provide all material, labor, and equipment required to perform all earthwork per the contract documents including the plans, specifications, and Ninyo Moore Geotechnical Evaluation Report of March 9, 2020. This work shall include but not be limited to all earthwork and grading for the installation of rough grades, subgrades, fine grades, and building pad.
- 1.5.2. This Trade Contractor shall include all work associated with excavating, scarifying, soil conditioning, filling, rolling, compaction, backfills including behind curbs and retaining walls, grading to elevations per specifications, etc, as required to complete the work in the contract documents. Site rough grades to be installed to plan elevations plus/minus 2/10ths. Subgrades for site hardscapes are to be installed to plan elevations plus/minus 1/10th. Building pad grade to be installed at plan elevations plus/minus 1/10th. This Include certification of pad elevations upon completion of building pad installation.
- 1.5.3. This Trade Contractor to include rough grade to elevations shown on plans or as required to allow subsequent work to proceed. Areas around the building are to be sloped at minimum of 2% away from the building.
- 1.5.4. This Trade Contractor is responsible for establishing all subgrade at all areas of sitework including areas with new work and patchback of existing asphalt and concrete. Including all equipment and labor required to achieve required moisture, compaction, and elevation per the documents.
- 1.5.5. This Trade Contractor is responsible for all work associated with fine grading as required to leave the site ready for student use, including but not limited to, fill and grade to new and existing hardscapes, flow and contour lines, neat and uniform slopes, and fine grade at all areas where either this trade or other's work or activity has occurred. Provide survey data to validate grading has been completed within the tolerances required per specifications.
- 1.5.6. This Trade is to include in their bid as many mobilizations as required to follow the activity progression and phasing of the construction schedule including as phased, sequenced, scheduled, or coordinated in the field.
- 1.5.7. This Trade to include all dewatering required to perform the work of this Trade, and include any treatment required prior to removing the water from the site.
- 1.5.8. This Trade Contractor is responsible for coordination with all associated Trade Contractors for acceptance of rough grades, subgrades, and final grades prior to moving it's own equipment and forces off the site.

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- 1.5.9. This Trade Contractor shall be responsible for all rock removal and disposal to the extent reasonably anticipated in the Geotechnical Report, if encountered.
- 1.5.10. This Trade is responsible for all dust control caused during performance of all phases of own scope of work and operations, including all means and methods necessary to prevent any dust or clean up required due to fugitive dust or tracking.
- 1.5.11. This Trade Contractor is responsible to provide all necessary offsite street sweeping service each day of own operations as required to maintain clean streets during the course of own work. NO TRACKING WILL BE ALLOWED at any time. Any inadvertent tracking shall be cleaned up immediately. Street sweeping during export operations is not included in this requirement, but is included in export allowance.
- 1.5.12. This Contractor is responsible to provide notice at minimum of 72 hours prior to any import or export operations and include city approved haul route plans and traffic control plans. This Trade is responsible for all associated fees and permits as required by local governing authorities and BBC's ZERO HARM Safety Program, whichever is more stringent.
- 1.5.13. This Trade Contractor is responsible for all excess spoils resulting from the work on this project. Spoils generated by other Trades shall be moved to a central spoils pile, location to be coordinated with this Trade Contractor and the Construction Manager. Once piled, this Trade shall be responsible to manage spoils including but not limited to relocating as coordination requires, covering on a daily basis, protecting, loading, exporting, and disposal to legal offsite import site or facility. Includes clean up and re-grade of areas impacted by this work.

1.6 Concrete

- 1.6.1. This Trade Contractor is responsible for all material, labor, and equipment required to provide and install all site concrete as indicated in the contract documents. This work included in this scope includes all layout, concrete, finishing, forms, formwork, site walls and associated foundations, curbs, gutters, V ditches, swales, mow strips, sidewalks, aprons, ramps, ADA ramps, splash & housekeeping pads at fire hydrant and FDC/PIV, and all concrete patchback at other Trade's utility trenches, all base, granular fills, etc, as required.
- 1.6.2. This Trade shall also provide all own survey, layout, control, and coordination with other trades work.
- 1.6.3. Formwork shall include all form material, labor, nominal lumber, plywood, carriers, bracing, shoring, stakes, embeds, anchors, connectors, sleeves, all associated hardware, and installation of.
- 1.6.4. Provide, fabricate, and install all reinforcement associated with or required for own work as indicated in contract documents. Includes layout, all horizontal and vertical rebar, dowels, slip dowels, anchor bolts, anchors, post installed anchors, epoxy, tie-into to existing retainer walls on Petite Ln, chairs, bolsters, supports, tie wire, and sleeves required by own work and existing conditions.
- 1.6.5. This Trade's responsibilities shall also include all base, aggregates, granular fills, moisture and vapor barriers, underlayments, and any material, labor, and equipment required for their install, as required by the contract documents.
- 1.6.6. This Trade is responsible to provide, install, and finish all own concrete, including but not limited to all cementitious materials, aggregates, mixing, transporting, conveying, placing, and finishing per plans

and specifications and as necessary to perform the work of this bid package. Includes any required vibrating, consolidating, edging, detailing, curing, and applications of cure and sealer products.

- 1.6.7. Concrete finishing to be per contract documents. Include all required finishes, tooling, curing compounds, retarders, etc, to provide a professional and document compliant installation.
- 1.6.8. Concrete walls exposed to view are to be finished per plans and specifications. Utilize the appropriate form material to provide the finish required by the documents. Point and patch all other concrete as necessary to produce a neat and uniform appearance ready to receive caulking or sealants if required.
- 1.6.9. This Trade shall coordinate all finished concrete elevations at doors, openings, entrances, or transitions with the requirements of each opening's respective threshold requirements. Coordinate elevations with Bld BP 5.
- 1.6.10. Comply with all applicable ADA standards. If a discrepancy exists between ADA requirements and information provided in the contract documents, provide immediate written notification in the form of an RFI to the Construction Manager prior to proceeding with the work. Installation of non-compliant work will require removal and replacement of said work at no cost to the Owner.
- 1.6.11. This trade shall provide a monitor during all concrete placements. Monitor shall ensure all formwork, embeds, and reinforcements are secured and not disturbed during concrete placements, and provide immediate corrective measures required due to any movements, form deflections, leakage, etc during concrete placement.
- 1.6.12. Provide and install all truncated domes per the plans and specifications.
- 1.6.13. Coordinate with applicable trades to ensure that underground utilities and/or sleeves for required piping have been properly placed and as-built information recorded for same, prior to placement of concrete.
- 1.6.14. This Trade is responsible for all preparations for subsequent work including waterproofing. Includes roughing, chipping sacking, patching, etc to allow following work to install per the documents or that work's manufacturer's requirements.
- 1.6.15. This Trade is responsible for impalement protection at all own work including furnishing, installing, maintaining. Includes protecting all hazards at all times including all stakes, rebar, anchor bolts, of any other type of impalement hazard that might exist more than ½" above a surrounding surface. Impalement protection shall be installed immediately after the impalement hazard has been created, and remain in place until the hazard has been removed or mitigated. Impalement protection may only be removed as required to perform work, and must be replaced immediately after the work on the hazard has been finished.
- 1.6.16. This Trade is responsible to provide and install all shoring and bracing associated with own work including but not limited to design, engineering, coordinating, layout, removal, and all associated costs and fees. Includes providing as all material, labor, and equipment, as necessary to protect existing or new site improvements streets, walkways, utilities, excavations, grounds, or embankments against failure, caving, or loss. Include all work and costs associated with bracing new retainer walls no later than 5 calendars days after concrete placement to expedite backfill.

- 1.6.17. This Trade to provide all material, labor, and equipment to install all construction joints, control joints, expansion joints, saw cuts, and any associated materials including expansion materials, caps, caulking, or sealants as required by or indicated in the contract documents. Includes all prep, masking, protecting adjacent surfaces, any necessary fillers and primers, sand, protection of own work from damage by others from time of install until fully cured, and clean up.
- 1.6.18. This Trade shall provide SWPPP compliant concrete washouts for own work. Includes emptying or removal offsite within 48 hours after each use. Provide and maintain secured covers on washouts at all times when not actively in use. Clean up any and all spills IMMEDIATELY. No leaking washouts are allowed onsite. Washing out onto the ground is strictly prohibited. This Trade is responsible for removal of washout debris to a legal offsite facility.
- 1.6.19. Provide one (1) 5' x 5' x 4" thick mock up for approval of finish for site flatwork at min of 6 weeks prior to start of the work. Provide second and subsequent mock ups upon failure to obtain approval of previous installations. Include removal and disposal as directed by Construction Manager.
- 1.6.20. Provide and install all CMU walls complete per plans and specifications, including all foundations, foundation and wall reinforcing, masonry units, mortars, grouts, and all other miscellaneous and sundry materials necessary for a complete installation. This work shall include tie-in to existing CMU walls including dowels and epoxy whether shown on plans or not, mortars, grouts, etc.

1.7 Waterproofing & Subdrains

- 1.7.1. This Trade Contractor is responsible for all site waterproofing as required per contract documents for a complete and manufacturer approved installation. This shall include all waterproofing products, membranes, primers, sealants, adhesives, mastics, flashings, termination products, and all various and sundry items necessary to provide a complete and leakproof installation. Installers must be trained and certified by manufacturer to install their products, and have at minimum five (5) years experience.
- 1.7.2. This Trade Contractor is responsible for all sub drain assemblies complete per documents, including but not limited to, drains with required slope, all piping, fittings, transitions, tie-ins, rock, filter fabric, and protection boards.
- 1.7.3. Include all surface preparations as required by product manufacturer, including all necessary material, labor, and equipment.

1.8 Asphalt

- 1.8.1. This Trade Contractor is responsible for all material, labor, and equipment necessary to provide and install all asphalt as required by the contract documents, including but not limited to, all subgrade preparations, weed or termite control, base, fills, compactions, asphalt, shaping to elevations required per plan, finishing, striping, and site signage. This bid package also includes all grade preparations and asphalt patchback of other's utility trenches in existing campus areas and/or offsite, as required to complete the work indicated in the contract documents.
- 1.8.2. This Trade is also responsible for all final subgrade at areas of own work including scarify, compaction, conditioning, and shaping to elevations.
- 1.8.3. Included in this bid package is to provide and install all base and aggregates below concrete and asphalts including all material, labor, and equipment necessary for installations. Use of recycled base

in conditional subject to requirements of contract documents and approved submittals.

- 1.8.4. This Trade shall provide soils and base samples to soils engineer
- 1.8.5. Provide and install all site striping as required per plans and specifications, including but not limited to, stripes, curb paint, firelane paint or markings, and any required stencils, in colors as required.
- 1.8.6. This Trade to include to provide and install all fire hydrant markers, potts dots, etc including adhesives and attachments as required by plans, specifications, and local authorities having jurisdiction, to provide a complete and compliant finished product.
- 1.8.7. Provide and install all site signage as required by plans and specifications including but not limited to those shown on civil and architectural drawings or required per specifications, including sheets A10.2 and A10.3. Includes all posts, post foundations, mounting hardware, connections, and various and sundry items. Provide submittals for approval prior to procurement. Provide own verification of towaway phone number. Building signs are provided by BP 4 (Bld E) & BP 5 (new Gym).
- 1.8.8. Included in the bid package is all flood and or water testing of asphalt as required by the documents.
- 1.8.9. Trade Contractor is responsible for install and maintenance of a 20' wide asphalt ramp at the project's main entrance/exit from Petite Lane throughout the duration of the project. Include complete removal at completion of project to leave street as it was prior to the ramp install
- 1.8.10. Asphalt patchbacks shall be a min of 12" wide.

1.9 Miscellaneous

- 1.9.1. Provide all traffic controls, haul route plans, permits, fees, and coordination with the City of Lakeside, County of San Diego, the various other trades, and the Construction Manager.
- 1.9.2. This Trade is responsible for repair or replace of existing concrete, curbs and gutters, asphalt, or any other surface, damaged by own operations. Acceptance of repairs are subject to review by architect and owner. Unaccepted work shall be removed and replaced in it's entirely.

1.10 Allowances

- 1.10.1. ALLOWANCE 1: Provide Lump Sum allowance of <u>\$10,000</u> to be used for qualified Laborer to perform miscellaneous tasks including but not limited to clean up as directed by Construction Manager. Hours shall be used only as requested and directed by the Construction Manager. This Trade's representative shall document all hours in writing with Construction Manager. Any unused values shall be credited back to the owner.
- 1.10.2. ALLOWANCE 2: Provide lump sum cost to export 450 CYDs of spoils generated by this Trade Contractor AND all other Trade Contractors on the project. All exports shall be to a legal fill or disposal site. Include all necessary equipment and labor to perform this work, including any required permits and/or fees, coordination with City of Lakeside and/or County of San Diego, all trucking, loading, hauling, street sweeping, and traffic control. Include in this allowance two (2) export operations as scheduled with Construction Manager. Provide bill of lading tickets for each load of material transported from the site. With proper advance notice and coordination, District reserves the right to request export material be delivered to any one of their own sites for their use.

- 1.10.3. ALLOWANCE 3: Provide lump sum allowance to provide, install, clean up, and remove to legal offsite disposal facility 75 ton of ¾" crushed rock as directed by Construction Manager at access road, laydown area, etc.
- 1.10.4. ALLOWANCE 4: Provide lump sum allowance to provide ten (10) extra street sweepings of 2 hours each. These are to be used only as approved and directed by Construction Manager. These street sweepings do not relieve this Trade Contractors from responsibility of maintaining clean streets at all times during the course of it's normal operations.
- 1.10.5. ALLOWANCE 5: Provide lump sum allowance of \$28,000 to provide dumpsters to be used by other Trades. This allowance is not intended to be used for removal or disposal of any debris associated with site demolition by this bid package. Includes to provide coordination with local dumpster provider and providing documentation for all services including delivery, removal, relocation, date, tonnage, and costs.
- 1.10.6. ALLOWANCE 6: Provide lump sum cost for removal of two (2) pine trees on slope between existing chain link fence and sidewalk along Petite Ln where new fireline is to install. This cost is to include complete removal, grinding stumps to be flush with the sloped grade, haul off, and disposal to legal facility.

END OF BID PACKAGE

- 2.1 **BID PACKAGE #02 "ALL SITE PLUMBING AND PLUMBING IN BUILDING E"** Trade Contractor is responsible for coordinating and providing all plant, labor, material, equipment, tools, facilities, transportation, applicable taxes, permits, services and coordination necessary for, and incidental to accomplish the work (unless specifically noted otherwise), in accordance with the complete contract documents, and ensure coordination of work between the multiple bid packages for a complete turnkey and operable system at Tierra Del Sol Middle School New Gym/MPR Building, which shall include, but not be limited to the following;
 - 2.1.1. Lakeside Union School District | As-Built Documents
 - 2.1.2. Ninyo & Moore | Tierra Del Sol Middle School Geotechnical Evaluation dated March 9, 2020
 - 2.1.3. Balfour Beatty | Front End Bid & Contract Documents
 - 2.1.4. StudioWC A+E | Drawings
 - 2.1.5. StudioWC A+E | Specifications
 - 2.1.6. StudioWC A+E | 00 00 00 Procurement & Contracting Requirements Complete
 - 2.1.7. StudioWC A+E | 01 00 00 General Requirements Complete
 - 2.1.8. StudioWC A+E | 02 41 19 Selective Demolition
 - 2.1.9. StudioWC A+E | 07 84 13 Penetration Firestopping (as applies to own work)
 - 2.1.10. StudioWC A+E | 07 92 00 Joint Sealants (as applies to own work)
 - 2.1.11. StudioWC A+E | 21 13 00 Fire-Suppression Sprinkler System (coordination)
 - 2.1.12. StudioWC A+E | 22 01 00 Plumbing General Provisions
 - 2.1.13. StudioWC A+E | 22 07 00 Plumbing Insulation
 - 2.1.14. StudioWC A+E | 22 20 00 Plumbing Systems
 - 2.1.15. StudioWC A+E | 31 23 00 Excavation and Fill
 - 2.1.16. StudioWC A+E | 31 50 00 Excavation Support and Protection
 - 2.1.17. StudioWC A+E | 33 10 00 Water Utilities
 - 2.1.18. StudioWC A+E | 33 13 00 Disinfecting of Water Utility Distribution
 - 2.1.19. StudioWC A+E | 33 41 00 Sanitary Sewer and Storm Drainage Piping
 - 2.1.20. StudioWC A+E | 33 44 00 Storm Water Drains
 - 2.1.21. StudioWC A+E | 33 44 19 Utility Storm Water Treatment
 - 2.1.22. StudioWC A+E | 33 46 13 Foundation Drainage
 - 2.1.23. This Trade Contractor shall be responsible for all material, labor, and equipment required to provide and install all plumbing work outside the footprint of the New Gymnasium Building including inside the existing Building E. Provide and install all underground Storm Drain, Sewer, Domestic and Fire Water lines, and Gas utilities, including all associated above ground work, and include all plumbing work inside the Building E as indicated or required, for a complete job per the contract documents.
 - 2.1.24. All site Storm Drain, Sewer, and Water utilities shall be installed to within 5' of the outside of the new building, including clean-outs and shut off valves and yard boxes with engraved or stamped covers regardless if shown or required per the documents or not.
 - 2.1.25. This Trade Contractor is responsible to provide and install all new AND re-routed Storm Drain as indicated and required per plans and specifications, included but not limited to all pipe, fittings,

connectors, bedding, clean outs with boxes and lids labeled STORM DRAIN, catch basins, grates, grouts, mortars, and Storm Drain Markers.

- 2.1.26. Initial installation of storm drain shall include install of temporary risers to subgrades surrounded by adequate BMP to prevent contamination of the system.
- 2.1.27. This Trade Contractor is responsible to provide and install all new sewer lines from POC to 5' from new building as indicated and required per plans and specifications, included but not limited to, all excavations, pipe, beddings, fittings, connectors, clean outs with boxes and lids labeled SEWER, locating and tie-in to existing POC as indicated on plans. Include clean out and box with lid at POC to Bldg E, with plug installed up to time of completion of new building.
- 2.1.28. This Trade Contractor is responsible to provide and install all new site domestic waterlines and fire waterlines from site POC to 5' outside of new building as indicated and required per contract documents, code, and AHJ. This includes intercept and tie-in to existing services, all piping, fittings, valves, cleanouts, yard boxes with lids labeled "WATER", chlorination, flushing, and all necessary appurtenances and sundry materials for a complete and fully functional installation. Include all excavations, beddings, warning tape, thrustblocks, backflows, detector assemblies, hydrants, FDC, PIV, signage, tamper switches, flow switches, and connections to existing services.
- 2.1.29. This Trade Contractor is responsible to provide and install all new gas service from the site POC to within 6" of the exterior of the building per 10/P4.0, including but all excavation, pipe, beddings, fittings, transitions, tapes, wraps, shut off valves, seismic valves, yard boxes with traffic rated lids labeled "GAS", and all associated and sundry materials as required for a complete and code compliant installation.
- 2.1.30. This Trade is responsible for coordinating it's work with respect to existing underground utilities and new work by this Trade and others, specifically, early pothole and identification of any potential conflicts between elevations of existing storm drain and sewer lines, new electrical, and new domestic and fire waterlines including extensions of these utilities. Note that per fire waterline detail 6/C5.0, the new fireline is to be "dipped" to accommodate the existing 36" storm drain line. It should be anticipated that this detail will also apply to the 36" storm drain line on the South side of the new building.
- 2.1.31. This Trade is responsible for the immediate-upon-job-start up locating and intercept of existing 36" storm drain line below the future building, and re-routing per plans and schedule. Includes removal of portions of existing pipe to allow tie-in and transitions from existing to new pipe. This work shall commence no later than 5 days after District's issuance of Notice of Award. Within 48 hours of receipt of District's Notice of Award, provide submittals for this work. Construction Manager will coordinate with Design Team for expedited submittal review. The Trade Contractor who is responsible for pad over-excavation shall be responsible for remainder of pipe removals and disposal.
- 2.1.32. Connection of site utilities to building stub-outs is to be performed by the last to install per the bid schedule. Should either site or building utility installer perform their work out of scheduled sequence, they are required to return and perform the connection after the other installer completes their work, unless coordinated otherwise by the first trade in, at no additional cost to the District.
- 2.1.33. This Trade Contractor is responsible to coordinate and schedule all meetings and inspections regarding connection of new fireline at city POC with City of Lakeside, District, Inspector of Record, and Construction Manager.
- 2.1.34. This Trade Contractor is responsible to pay all City of Lakeside encroachment permit fees associated with offsite installation of 6" fireline to the POC provided by the City. District shall pay for connection

fees. If needed to maintain schedule, District reserves the right to direct this Trade Contractor to pay connection fees, whereas this Trade Contractor is eligible for reimbursement by the District.

- 2.1.35. Coordinate all utility service shut-downs or interruptions with Construction Manager at minimum of three (3) weeks in advance of the planned shut-down or interruption. ALL service shut-downs or interruptions require district approval. Service shut-downs or interruptions without the required advanced notice AND District approval ARE NOT ALLOWED.
- 2.1.36. Prior to start of demolition work in any area this Trade Contractor to coordinate with all other Trades to de-energize, safe-off, cap-off, and secure the utility to be taken out of service. Working on live utilities is NOT ALLOWED without prior approval from the Construction Manager.
- 2.1.37. This Trade Contractor is responsible for providing all demolition required to install own work including layout, sawcutting, breaking, potholing, investigations, and coordination to avoid damage to existing structures. Includes in Building where rough-ins are required. Trade must avoid any over-demo and unnecessary damage to finishes. This includes but is not limited to all demolition at site, interior of Building E, hard and soft demolition, cutting & breaking of concrete and asphalt, cutting and or chipping for removals of CMU and or reinforcing as approved by designers in building E for new accessories, demo of ceramic tile, drywall, framing, and all removals and disposals to jobsite provided dumpsters in laydown area.
- 2.1.38. This Trade shall, prior to any demolition, coordinate limits of removals with the Trade Contractors responsible for concrete, asphalt, tile, drywall, or any other finish patchbacks.
- 2.1.39. This Trade Contractor to consider project phasing in their bid and shall include complete cost of coordination and mobilizations to meet the project phasing and scheduling in their bid.
- 2.1.40. Included in this scope of this work is all layout and coordination with existing and new work by this Trade or others, potholing of all known and located existing utilities, all excavation required to install own work including any required shoring, benching, sloping, etc, as required for a safe and compliant excavation. A designated competent person trained and certified in excavation safety shall inspect all open excavations, whether being worked on that day or not, and complete written Excavation Inspection Form prior to start of any excavation work. For excavations with work in progress, in addition to completion of BBC's Excavation Inspection Form, the designated competent person shall complete and submit a location and activity specific Excavation Permit, to BBC Superintendent for review and approval prior to start of work in the excavation each day.
- 2.1.41. This Trade Contractor is responsible to provide and install source for temporary construction water. This work shall include intercepting existing 4" waterline along North site, installation of: new brass 4" inline ball valve, tee, riser inside new 18" x 36" Cristie box or equal with lid labeled "WATER", riser with 4" ball valve to 30" above grade with male 90 prepared for install of 3" manifold provided by others but installed and securely supported in place by this Trade Contractor. Include two (2) plumber manhours for modifications to manifold prior to install. Costs for water are paid for by District.
- 2.1.42. During install of site storm drain underground, this Trade Contractor shall include installation of either catch basins or temporary risers to current subgrades. BP 1 is responsible to install BMPs at these locations. This Trade shall coordinate with BP 1 for the install of BMPs immediately after catch basins and risers are in place.
- 2.1.43. Upon substantial completion of sitework, and as directed by Construction Manager, this trade is responsible for cleaning and flushing of all site storm drain lines to the School's property boundary, from highest point of connection to existing storm drain, and new clean-outs at exterior of building. All debris is to be removed and disposed of in a legal manner. Cleaning is to be coordinated and scheduled with Construction Manager and District's inspector of record.

- 2.1.44. This Trade Contractor is responsible for compliance with all applicable SWPPP requirements as applies to own work, including but not limited to all material, equipment, and labor required to provide compliant BMPs of clean up per the contract documents and local AHJs. Any SWPPP issues that are observed by Project QSP and related to this Trade must be resolved no later than 24 hours after notification from QSP to this Trade.
- 2.1.45. This Trade Contractor is responsible for repair and replacement of SWPPP control measures disturbed by own operations. After replacement notify Project QSP and Construction Manager for review, acceptance, and sign-off.
- 2.1.46. This Trade Contractor shall provide, install, and maintain all temporary fencing and safety barriers around all own work or activity outside the construction fence as noted on Logistic Plan. Barriers shall consist of 6' high chain link panels secured in place. Only during Spring Recess are fence panels and barriers not required to have blue visual screening fabric.
- 2.1.47. Where fireline installation occurs at offsite or occupied areas, this Trade shall install and maintain ADA and OSHA compliant trench covers all times. Covers in areas of vehicular or equipment use shall be trench plates. All covers shall be OSHA compliant, secured, and clearly marked "HOLE COVER DO NOT REMOVE". Hole covers in occupied or public areas shall remain until installation of permanent surfacing.
- 2.1.48. Provide own potholing and visually locating all existing underground utilities in areas of work prior to any excavations. Attend a pre-dig meeting prior to commencement of each phase of work. Attendees shall include Trade's Project Manager and onsite Foreman. This Trade shall bring to the pre-dig meeting complete set of plans and specifications for the work, the project's GPR plan, all related JHAs for each activity associated with the scope of work, completed excavations permits, and haul route plans and permits.
- 2.1.49. This Trade Contractor is responsible for coordination with all Trade Contractors whose work interfaces with own scope of work, including but not limited to, attending coordination meetings as requested by Construction Manager and providing submittals, product data, coordination drawings, shop drawings, detailed working drawings, etc., in a timely manner so as not to delay progress.
- 2.1.50. Include installation of site clean-outs, catch basins, manholes and pull boxes to grade, and verify and adjust as necessary prior to site concrete install.
- 2.1.51. Where fireline installs down the existing West slope to Petite Ln, this Trade Contractor is responsible for removal, clean up, and disposal of no more than 20' wide of existing landscape, including but not limited to, all bushes, plants, roots, ground cover, and or weeds removed. Area of surface removal shall be limited to be no less than five feet (5') from existing pine trees. Prior to any work in the area, this trade shall mark out limits of excavations for District and Construction Manager review and approval. The locations of all irrigation lines encountered in this or other areas of work, whether severed or not, shall be marked with 3' high painted and clearly identifiable stakes, and photographed. All pipes severed during the course of the work shall be cleanly cut, capped, and as-builted regardless of type of pipe, and upon completion of underground work be repaired and tested to the satisfaction of the District and Construction Manager. Upon completion of the work all areas shall be left clean and to no more than 1/10th of surrounding areas.
- 2.1.52. This Trade Contractor is responsible to provide and install two (2) 4" round storm drain markers at each storm drain catch basin. Marker to be ceramic tile with NO DUMPING, DRAINS TO OCEAN included, and securely attached to the catch basin structure with epoxy per manufacturer, or equal, as approved by design team.

- 2.1.53. This Trade Contractor is responsible for road clean up due to on-site deliveries and parking as pertains to own work including all associated costs.
- 2.1.54. **ALLOWANCE 7:** Provide Lump Sum allowance of <u>\$8,000</u> to be used for qualified Laborer to perform miscellaneous tasks including but not limited to clean up as directed by Construction Manager. Hours shall be used only as requested and directed by the Construction Manager. This Trade's representative shall document all hours in writing with Construction Manager. Any unused values shall be credited back to the owner.

END OF BID PACKAGE

- 3.0 **BID PACKAGE #03 "SITE ELECTRICAL"** Trade Contractor is responsible for coordinating and providing all plant, labor, material, equipment, tools, facilities, transportation, applicable taxes, permits, services and coordination necessary for, and incidental to accomplish the work (unless specifically noted otherwise), in accordance with the complete contract documents, and ensure coordination of work between the multiple bid packages for a complete turnkey and operable system at Tierra Del Sol Middle School New Gym/MPR Building, which shall include, but not be limited to the following;
 - 3.1.1. Lakeside Union School District | As-Built Documents
 - 3.1.2. Ninyo & Moore | Tierra Del Sol Middle School Geotechnical Evaluation dated March 9, 2020
 - 3.1.3. Balfour Beatty | Front End Bid & Contract Documents
 - 3.1.4. StudioWC A+E | Drawings
 - 3.1.5. StudioWC A+E | Specifications
 - 3.1.6. StudioWC A+E | 00 00 00 Procurement & Contracting Requirements Complete
 - 3.1.7. StudioWC A+E | 01 00 00 General Requirements Complete
 - 3.1.8. StudioWC A+E | 02 41 19 Selective Demolition
 - 3.1.9. StudioWC A+E | 07 84 13 Penetration Firestopping (as it applies to own work)
 - 3.1.10. StudioWC A+E | 07 92 00 Joint Sealants (as it applies to own work)
 - 3.1.11. StudioWC A+E | 21 13 00 Fire-Suppression Sprinkler System (as it applies to own work)
 - 3.1.12. StudioWC A+E | 26 01 00 General Provisions
 - 3.1.13. StudioWC A+E | 26 05 19 Power Conductors
 - 3.1.14. StudioWC A+E | 26 05 26 Grounding
 - 3.1.15. StudioWC A+E | 26 05 33 Conduit and Fittings
 - 3.1.16. StudioWC A+E | 26 05 34 Outlet and Junction Boxes
 - 3.1.17. StudioWC A+E | 26 05 43 Underground Pull Boxes and Manholes
 - 3.1.18. StudioWC A+E | 26 05 34 Outlet and Junction Boxes
 - 3.1.19. StudioWC A+E | 26 24 16 Panelboards
 - 3.1.20. StudioWC A+E | 26 27 26 Switches and Receptacles
 - 3.1.21. StudioWC A+E | 26 90 90 Electrical Closeout
 - 3.1.22. StudioWC A+E | 27 01 00 General Provisions
 - 3.1.23. StudioWC A+E | 27 10 00 Voice Data IP Infrastructure
 - 3.1.24. StudioWC A+E | 27 21 00 Networking Electronics
 - 3.1.25. StudioWC A+E | 28 01 00 General Provisions
 - 3.1.26. StudioWC A+E | 28 23 00 Video Surveillance
 - 3.1.27. StudioWC A+E | 28 30 01 Fire Detection and Alarm System
 - 3.1.28. StudioWC A+E | 31 23 00 Excavation and Fill
 - 3.1.29. StudioWC A+E | 31 50 00 Excavation Support and Protection
 - 3.1.30. StudioWC A+E | 31 50 00 Excavation Support and Protection
 - 3.1.31. StudioWC A+E | 33 44 19 Utility Storm Water Treatment
 - 3.1.32. This Trade Contractor shall be responsible for all material, labor, and equipment necessary for the installation and completion of all site electrical work indicated to be required outside the footprint of the New Gymnasium Building, and all electrical work at Building E as indicated, required, or specified

for a complete job per the contract documents. This includes site electrical (conduit & cabling complete) and site low voltage (conduits only) including conduits for fire alarm monitoring of fireline appurtenances. All electrical associated with Bld E Restroom modernization.

- 3.1.33. This Trade Contractor shall provide and install all site electrical conduits including but not limited to high voltage, low voltage, data, communications, telephone, fire alarm, and site well pumps. All conduits to be installed to within 5' of the outside of the new building and marked by a partially buried and painted 2x4 stake exposed 2' above grade. Includes all drilling, coring, conduit, couplings, fittings, transitions, excavation, bedding, encasements, slurries, warning tape, backfill, compaction, site vaults and pull boxes with lids marked per the type of utility, grounds, ground rods, and all associated and sundry materials as required for a complete and code compliant installation.
- 3.1.34. This Trade contractor shall include the install of fire alarm conduits from within 5' outside the new building to the new site PIV and detector check (backflow) assemblies whether clearly indicated or not.
- 3.1.35. This Trade shall fully coordinate layout and install of own site underground with known existing and new utilities prior to start of any work. Include responsibility for deepening of own site utility to avoid conflict with existing or others work at no costs to the District.
- 3.1.36. This Trade is responsible for the immediate-upon-job-start up locating and interception of existing underground electrical feeding the existing well pumps, provide and install a below grade pull box with traffic rated lid labeled "ELECTRICAL", and install a temporary conduit and circuits for tie-in to the temporary power at the jobsite office trailer. This work shall commence no later than 5 days after District's issuance of Notice of Award. Coordinate location of the below grade pull box with BP 1 to avoid install within limits of over-excavation. Upon energizing the new building, install new conduit and circuits from pull box to within 5' of the new building. Coordinate with building electrician for termination to panel inside the building to energize.
- 3.1.37. This Trade Contractor shall provide and install all site power feeder cabling complete including termination at Campus point of connection per plan. Termination of site feeders to the new transformer in the new building shall be by BP 5. This Trade Contractor shall carefully coordinate and schedule the termination of site electrical feeder cables to the new building transformer, and energize of the new building, with BP 5 building electrician.
- 3.1.38. Site low voltage, data, communications, telephone, and fire alarm cabling, including terminations to campus POCs and in new building, are to be provided by the building installer (BP 5). This Trade Contractor is responsible for all associated above and below ground conduits and raceways from within 5' from the new building to the Campus points of connections. Coordinate with BP 5 for exact routing of conduits to Campus points of connections.
- 3.1.39. This Trade is responsible for verifying conduit installation prior to feeder or cable install including but not limited to mandrel, testing, inspections, and as necessary or required prior to install of any feeders or cabling.
- 3.1.40. This Trade Contractor shall, upon completion of conduit install and prior to feeder or cable install, install pull ropes/strings in all low voltage conduits. Coordinate type of rope string with BP 5 prior to installing.
- 3.1.41. This Trade Contractor is responsible to provide, install, and maintain temporary power to the project throughout the full duration of the project. This requirement shall include a min of 100 amp to the site within 75' of the new building. This Trade Contractor has the options to utilize the existing transformer along the West perimeter fence, existing electrical panels on West side of Room P-8, or a source in the main electrical enclosure located at the Administration Building. Include any required equipment including but not limited to transformers, panels, disconnects, gutters, pull boxes, conduit, cabling, poles, etc for a complete and functional temporary system. Within 5 days of the District's issuance of

Notice of Award to this Trade Contractor, submit a plan to Construction Manager for the routing and tie-in of temporary power for the new building site for review and approval prior to proceeding with any work.

- 3.1.42. This Trade shall provide, install, and maintain temporary power distribution to the jobsite from school's POC, including but not limited to: 100 amp to within 75' of new building site; adequate power to temporarily energize existing well pumps from job start up until permanent power is provided and tied in at new building; four (4) 50' temporary power distribution cords: four (4) power distribution spider boxes consisting of 6 125v and 1 250v twist-loc receptacles each, all set up per this Trade's approved temporary power plan and as directed by Construction Manager. Provide documented monthly inspections and make any maintenance repairs necessary to keep system in safe and good working order at all times.
- 3.1.43. This Trade is responsible to perform documented monthly inspections per OSHA, and to make any repairs immediately or remove faulty equipment from service as necessary to keep system in safe and good working order at all times. Monthly inspections to be per OSHA's monthly color code program. Provide written documentation of inspections no later than the 5th calendar day of each month.
- 3.1.44. Temporary power on the ground is unacceptable bury in a conduit or pole mount. Provide power poles as needed to provide minimum 12' clearance below at all area where vehicular traffic might occur. Costs for the power used during construction of the project will be paid for by the District.
- 3.1.45. This Trade Contractor is responsible to provide, install, maintain, and pay monthly fees for hardwired cable service to the Construction Manager's jobsite office trailer for the duration of the project. Service shall be the fastest available from any local cable provider. Cable shall be installed in conduit and off the ground. Cable service shall be provided no later than 15 calendar days after District's issuance of Notice of Award.
- 3.1.46. This Trades shall provide it's own OSHA Safety Program compliant lock-out tag-out procedures at beginning of project for review and approval. Once approved, this program shall be adhered to at all times. Work on live circuits, or exposure to any live parts, is strictly forbidden and will result in immediate dismissal from the site.
- 3.1.47. This Trade Contractor shall install no conduit less than $\frac{3}{2}$ regardless if allowed per plans and specifications. No $\frac{3}{2}$ conduit is not allowed on this project whether specified or not..
- 3.1.48. Connection of the site conduits to building conduits is to be performed by the last to install per the bid schedule. Should either site or building conduit installer perform their work ahead of scheduled sequence, they will be required to return and perform the connection after the other installer completes their work unless coordinated otherwise by the first trade in, and at no additional cost to the District.
- 3.1.49. Coordinate all utility service shut-downs or interruptions with Construction Manager at minimum of three (3) weeks in advance of the planned shut-down or interruption. ALL service shut-downs or interruptions require district approval. Service shut-downs or interruptions without the required advanced notice AND District approval ARE NOT ALLOWED.
- 3.1.50. Prior to start of demolition work in any area this Trade Contractor to coordinate with all other Trades to de-energize, safe-off, cap-off, disconnect, cut and cap, conduit and circuit removal, and updates to panel schedules and secure the utility to be taken out of service. Working on live utilities is NOT ALLOWED without prior approval from the Construction Manager.
- 3.1.51. This Trade Contractor is responsible for providing all demolition required to install own work including layout, potholing, investigations, and coordination to avoid damage to existing structure, rough-ins,

and unnecessary damage to finishes. This includes but is not limited to all demolitions at site and Building E to install the work including hard and soft demolition, cutting, breaking, chipping of concrete, asphalt, ceramic tile, drywall, framing, and their removals and disposals to jobsite provided dumpsters in laydown area.

- 3.1.52. This Trade shall, prior to any demolition, coordinate limits of removals with the Trade Contractors responsible for concrete, asphalt, tile, drywall, or any other finish patchbacks.
- 3.1.53. This Trade Contractor to consider project phasing in their bid and shall include complete cost of coordination and mobilizations to meet the project phasing and scheduling in their bid.
- 3.1.54. Trade Contractor shall provide within 30 days of District's issuance of Notice of Award any required coordination study, short circuit study, or grounding study including but not limited to Fault Current Study and Time Current Study.
- 3.1.55. Included in this scope of this work is all layout and coordination with existing and new work by this Trade or others, potholing of all known and located existing utilities, all excavation required to install own work including any required shoring, benching, sloping, etc, as required for a safe and compliant excavation. A designated competent person trained and certified in excavation safety shall inspect all open excavations, whether being worked on that day or not, and complete written Excavation Inspection Form prior to start of any excavation work. For excavations with work in progress, in addition to completion of CONSTRUCTION MANAGER's Excavation Inspection Form, the designated competent person shall complete and submit a location and activity specific Excavation Permit, to Construction Manager Superintendent for review and approval prior to start of work in the excavation each day.
- 3.1.56. This Trade Contractor is responsible for compliance with all applicable SWPPP requirements as applies to own work, including but not limited to all material, equipment, and labor required to provide compliant BMPs of clean up per the contract documents and local AHJs. Any SWPPP issues that are observed by Project QSP and related to this Trade must be resolved no later than 24 hours after notification from QSP to this Trade.
- 3.1.57. This Trade Contractor is responsible for repair and replacement of SWPPP control measures disturbed by own operations. After replacement notify Project QSP and Construction Manager for review, acceptance, and sign-off.
- 3.1.58. This Trade Contractor shall provide, install, and maintain all temporary fencing and safety barriers around all own work or activity outside the construction fence as noted on Logistic Plan. Barriers shall consist of 6' high chain link panels secured in place. Only during Spring Recess are fence panels and barriers not required to have blue visual screening fabric.
- 3.1.59. Provide own potholing and visually locating all existing underground utilities in areas of work per Balfour Beatty Utility Strike Prevention Program prior to any excavations. Attend a pre-dig meeting prior to commencement of each phase of work. Attendees shall include Trade's Project Manager and onsite Foreman. This Trade shall bring to the pre-dig meeting complete set of plans and specifications for the work, the GPR plan, JHAs for each activity associated with the work, completed excavations permits, and haul route plans and permits.
- 3.1.60. This Trade Contractor is responsible to coordinate with all Trade Contractors whose work interfaces with own scope of work, including but not limited to attending coordination meetings as requested by Construction Manager and providing submittals, product data, coordination drawings, shop drawings, detailed working drawings, etc., in a timely manner so as not to delay progress.
- 3.1.61. Include install site manholes and pull boxes for own work. This Trade shall adjust to final elevations as necessary prior to site concrete install.

- 3.1.62. This Trade Contractor is responsible for repair, replacement, and/or restoration of any existing items or surfaces that are inadvertently or intentionally damaged or removed by this Trade unless shown to be removed or required to be removed in order to achieve installation of new work. Includes all costs associated with the repair, replacement, or restoration.
- 3.1.63. This Trade shall include in base bid to provide and install a total of three (3) spare 2" site conduits, including one (1) spare 2" conduit with underground electrical conduits to main electrical enclosure, one (1) spare 2" conduit with underground FA conduit to Bldg A Admin, and one (1) spare 2" conduit with underground Iou voltage conduits to Bld C. Conduits shall be installed to 4" FG outside of each bldg. and include pull string, cap on each end, and manufactured label indicating "SPARE" and "TO GYM", "TO BLDG A", or "TO BLDG C", as appropriate.
- 3.1.64. Provide telephone landline in the Construction Manager's office. Pay for monthly service for the duration of the project. (per 01 50 00-2.02D).
- 3.1.65. This Trade Contractor is responsible for road clean up due to on-site deliveries and parking as pertains to own work including all associated costs.
- 3.1.66. **ALLOWANCE 8:** Provide Lump Sum allowance of <u>\$8,000</u> to be used for qualified Laborer to perform miscellaneous tasks including but not limited to clean up as directed by Construction Manager. Hours shall be used only as requested and directed by the Construction Manager. This Trade's representative shall document all hours in writing with Construction Manager. Any unused values shall be credited back to the owner.

END OF BID PACKAGE

- 4.0 BID PACKAGE #04 "FINISHES, TEMPORARY MEASURES & MISC" Trade Contractor is responsible for coordinating and providing all plant, labor, material, equipment, tools, facilities, transportation, applicable taxes, permits, services and coordination necessary for, and incidental to accomplish the work (unless specifically noted otherwise), in accordance with the complete contract documents, and ensure coordination of work between the multiple bid packages for a complete turnkey and operable system at Tierra Del Sol Middle School New Gym/MPR Building, which shall include, but not be limited to the following;
 - 4.0.1 Lakeside Union School District | As-Built Documents
 - 4.0.2 Ninyo & Moore | Tierra Del Sol Middle School Geotechnical Evaluation dated March 9, 2020
 - 4.0.3 Balfour Beatty | Front End Bid & Contract Documents
 - 4.0.4 StudioWC A+E | Drawings
 - 4.0.5 StudioWC A+E | Specifications
 - 4.0.6 StudioWC A+E | 00 00 00 Procurement & Contracting Requirements Complete
 - 4.0.7 StudioWC A+E | 01 00 00 General Requirements Complete
 - 4.0.8 StudioWC A+E | 02 41 19 Selective Demolition
 - 4.0.9 StudioWC A+E | 03 10 00 Formwork
 - 4.0.10 StudioWC A+E | 03 20 00 Concrete Reinforcement
 - 4.0.11 StudioWC A+E | 03 30 00 Cast-In-Place Concrete
 - 4.0.12 StudioWC A+E | 09 30 00 Tiling
 - 4.0.13 StudioWC A+E | 09 90 00 Painting and Coating
 - 4.0.13 StudioWC A+E | 10 14 00 Signage
 - 4.0.14 StudioWC A+E | 10 20 00 Interior Specialties
 - 4.0.15 StudioWC A+E | 10 28 13 Toilet Accessories
 - 4.0.16 StudioWC A+E | 22 01 00 Plumbing General Provisions
 - 4.0.17 StudioWC A+E | 22 20 00 Plumbing Systems
 - 4.0.18 StudioWC A+E | 31 23 00 Excavation and Fill
 - 4.0.19 StudioWC A+E | 32 31 19 Decorative Metal Fences and Gates
 - 4.0.20 StudioWC A+E | 32 31 19 Planting Irrigation
 - 4.0.21 StudioWC A+E | 32 91 00 Plant Preparation
 - 4.0.22 StudioWC A+E | 32 91 13 Soil Preparation

4.1 General

- 4.1.1. Where Items are inadvertently removed by this Trade Contractor that are not shown to be removed or are not required to be removed in order to receive new installation, this Trade Contractor will be responsible for repair, replacement, and/or restoration of removed or damaged items.
- 4.1.2. This Trade Contractor to consider project phasing in their bid and shall include complete cost of coordination and mobilizations to meet the project phasing and schedule in their bid.
- 4.1.3. This Trade Contractor is responsible to coordinate with all Trade Contractors whose work interfaces with own scope of work, including but not limited to attending coordination meetings

as requested by Construction Manager, providing submittals, product data, coordination drawings, shop drawings, and detailed working drawings, etc., in a timely manner.

- 4.1.4. This Trade Contractor is responsible for coordinating with and protecting in place all existing required systems and services to remain operational during construction, including but not limited to data, fire alarm, power, phones, intrusion, water, etc., per the contract documents. Coordinate utility cut, cap and removal with applicable Trade Contractors as described herein.
- 4.1.5. This Trade Contractor is responsible for repair and replacement of SWPPP control measures disturbed by own operations.
- 4.1.6. All Trade Contractors shall be responsible for own water temporary water distribution from source provided by BP 2, including but not limited to, water trucks, hoses/piping to area of work, as required.

4.2 Existing Building E

- 4.2.1 This Trade Contractor is responsible for material, labor, and equipment as required to complete all work in Building E restrooms, with exception to plumbing work, including but not limited to, layout, coordination, protecting existing, demolition, removals and disposals, any required framing and backing, partitions, accessories, doors/frames/hardware, drywall, paint, tile, and final clean.
- 4.2.2 This Trade Contractor is responsible for all replacement of partitions in Building E restrooms per plan including all coordination and layout. Includes but is not limited to careful and selective removals to avoid damage to existing partitions to remain, installation of panels, doors, hinges, pilasters, slide bolts, latches, pulls, hardware, shoes, head rails, wall or overhead bracing, anchors, reinforcing, cutouts, adhesives, fasteners and accessories as required for a complete installation, per contract documents. Provide a total of two (2) extra pilaster bases or "shoes" for use at existing conditions where they are currently missing.
- 4.2.3 Provide partition submittals AND samples **no later than 10 workdays** after the District issues Notice of Award to this Trade Contractor, and provide procurement and delivery to the site of all partition materials necessary to complete the entire scope of partition work, no later than March, 19, 2021. Trade shall include expedited procurement and delivery, if necessary, to meet schedule.

This Trade Contractor is responsible for all materials, labor, and equipment required to reverse the swing on existing doors in Building E restrooms as indicated in plans or specifications, including but not limited to, all remove and dispose of existing as required, preparation of openings, all new doors, frames, and hardware, and any required coordination and layout. Includes but is not limited to careful and selective removals to avoid damage to existing surfaces or finishes to remain, installation of new materials including frames, doors, hinges, locksets, closures, hardware, stops, shims, anchors, and any other accessories or sundry items required for a complete installation, per contract documents. Include all prime and finish painting.

- 4.2.4 Provide door, frame, and hardware submittals AND samples **no later than 10 workdays** after the District issues Notice of Award to this Trade Contractor, and provide procurement and delivery to the site of all materials necessary to complete the entire scope of this work, no later than March, 19, 2021. Trade shall include expedited procurement and delivery, if necessary, to meet schedule
- 4.2.5 Provide and install all ceramic tile removals and patchback in Building E as required to accommodate the entire scope of work in this building, including but not limited to, materials, substrates, backing or framing, trims, thin sets, grouts, spacers, and various and sundry other items.

- 4.2.6 Provide ceramic tile submittals AND samples **no later than 10 workdays** after the District issues Notice of Award to this Trade Contractor, and provide procurement and delivery to the site of all ceramic tile materials necessary to complete the entire scope of ceramic tile work, no later than March, 19, 2021. Trade shall include expedited procurement and delivery, if necessary, to meet schedule.
- 4.2.7 This Trade Contractor is responsible for all restroom accessories and associated work in Building E as required per plan and specifications, including but not limited to, all new accessories, removals of existing as indicated, layout, coordination with own and other's work, and install of new work for a complete and ADA compliant installations. Includes creating new openings and any required patchback of existing no-longer-needed openings. Include procurement and delivery to the site of all accessories no later than March 29, 2021, or provide temporary accessories until such time that permanent accessories are available.
- 4.2.8 Patch and repair all surfaces of removed material and surfaces in Building E to match adjacent finish and color, including all walls, floors, openings, holes at old anchors, etc, that are no longer needed.
- 4.2.9 This Trade shall provide and install all materials necessary for the patchback and paint of all interior surfaces in Building E affected by all work to occur in these areas, including but not limited to, all drywall, ceramic tile to match existing, painting, finishing to match existing surfaces, and final clean upon completion of the work. Painting shall include the entire wall corner to corner, top to bottom (or top to tile wainscot). Spot touch up will only be allowed if seamless transitions can be achieved.
- 4.2.10 Provide backing and minor framing as required to accomplish or accommodate all of the new work shown to occur in Building E.
- 4.2.11 Provide minor plaster patching on East wall of exterior of Building E where existing electrical conduits that currently serve the well pump is to be removed, including matching existing finish and providing matching color coat or paint to match existing walls.
- 4.2.12 This Trade is responsible for the covering and protecting of all existing surfaces, fixtures, furnishings, and devices in Building E restrooms prior to start of any work. Includes fire alarm devices located in any areas of Building E that may be subject to any dust.
- 4.2.13 This Trade Contractor is responsible for all building signs indicated or required per plans and specifications to install in Building E, including room signs, door signs, wall signs, restroom signs, ADA signs, and any layout, coordination, anchors, or adhesives necessary to complete the work. Signs are to be available for install no later than March 29, 2021. Include install of temporary signs, as acceptable to the District, should failure to procure signs in a timely manner occur.
- 4.2.14 This Trade Contractor is responsible for removal and reinstall of any mirrors, soap dispensers, or any other accessory, as required by the relocation of existing sinks.
- 4.2.15 This Trade Contractor is responsible for all material, labor, equipment, and supplies to final clean in both Building E and all areas of the site to receive work and areas affected by the work. Final clean in Building E shall include, but not be limited to, sweeping, vacuuming, mopping, wiping, and scrubbing of all walls, floors, ceilings, fixtures, and furnishings to leave the building clean and free of dirt, dust, prints, marks, or streaks. Include spot cleaning as necessary to leave all areas in a clean state. Final clean of site shall include, but not be limited to, all sweeping, light debris removal and disposal, washing down all surfaces, in all areas affected by the entire scope of work.

4.3 Site work

- 4.3.1 This Trade Contractor responsible for all material, labor, and equipment required for the furnish and install of all chain link fencing per plans and specifications, including but not limited to all coordination, layout, chain link gate and fence material, excavations, spoils removals, concrete, installations, and clean up. Includes all required posts, footings, sleeves, fabric, gates, braces, hinges, hasps, caps, rollers, hardware, galvanizing, welding, galvanize touch up, and all necessary sundry items for a complete and fully operational installation per contract documents.
- 4.3.2 This Trade shall remove and reinstall existing chain link fencing and gates as required for the install of new site underground utilities, including but not limited to coordination with site underground utility installers prior to the start of underground work in an effort to reuse existing materials as is feasible, any necessary chain link fence fabric, pipe rails, top and or bottom wires, clips, hog rings, weaving, and any other required sundry items. Damaged, broken, or contorted parts shall not be re-used.
- 4.3.3 This Trade Contractor responsible for all materials, labor, and equipment associated with the installation of site vehicle gates per plans, specifications, and details on sheet A10.2. Trade shall include all coordination with others, layout, galvanized pipe material including gate posts, all foundations, reinforcing, welding, hinges, latch, caps, stops, latches, and all other required material and work for a complete and operational installation per contract documents. Included in this scope is bollard stop assembly complete per 12/A10.2, complete.
- 4.3.4 This Trade Contractor is responsible for coordinating layout and coordination with others in providing and installing galvanized steel bollards, including but not limited to all excavation, rebar, footings, sleeves, stop latch, coring, forming, concrete, concrete placement, and concrete filling and finishing for a complete installation. Include any required priming or painting of bollards if required by plans or specifications. Provide galvanize on pipe whether required or not. Note: bollard locations include at Fire Hydrants, FDC/PIV, or elsewhere if required per plans and specifications.
- 4.3.5 Provide and install Knox Boxes as required per plan, including all required anchors, shims, plates, bent plates, welding, hardware, galvanizing, priming, painting, and various and sundry materials and appurtenances for a complete installation per plan. Coordinate with Lakeside Fire Department for specific type of Knox Box model to install, and pay all costs and fees associated with the procurement of.
- 4.3.7. This Trade Contractor is responsible for cutting off and grinding of bolts protruding more than 3 threads at the fences, gates, own work, leaving bolt with no sharp edges This Trade Contractor has read the geotechnical report and takes all noted conditions into consideration within their bid.
- 4.3.8. This Trade Contractor is responsible for locating own spoils at area designated by the Construction Manager. Coordinate with BP 1 for covering of spoils upon placement in. Failure to coordinate transfers responsibility to this trade.
- 4.3.9. This Trade Contractor is responsible for road clean up due to on-site deliveries and parking as pertains to own work including all associated costs.
- 4.3.10. This Trade Contractor is responsible to coordinate, layout, provide, and install painting at new site work, including but not limited to, fire hydrants, bollards, PIVs, FDCs, backflow valves, detector check assemblies, and all exposed surfaces to paint per plans and specifications. Includes all prep work, protection of surfaces that are not to paint, all primers, finish coats, etc.

4.4 Temp Facilities

- 4.4.1. This Trade Contractor is responsible for all material, labor, and equipment required to provide, install, and maintain 6' high temporary fencing per logistic plan, including but not limited to, all fence, visual screening, coordination, layout, any planned or phased relocations, openings, hardware, stands, gravel bags, excavating, etc, for a complete install. Include removal at project's completion.
- 4.4.2. This Trade to include, prior to install of any items penetrating into the ground, contact dig alert and obtain locating and ticket #, review project GPR plan, provide, potholing where penetrations are within 3' of existing utilities, and attending pre-dig meeting with BBC prior to penetrating any ground. Attendees to include this Trade's Project Manager, Foreman, and their subcontractor's Project Manager or installing Foreman. Includes maintenance throughout the durations of the project and complete removal and clean up upon project completion as directed by Construction Manager. Any costs or work associated with repair of existing utilities or structures hit and or damaged during this work is the responsibility of this Trade Contractor.
- 4.4.3. Trade Contractor's temporary fence shall be maintained and kept in good condition and appearance at all times. No damaged panels. Screening fabric shall be blue, installed and secured to provide a neat and uniform appearance. Include one (1) 4' wide man gate and four (4) 16' minimum wide equipment gates with rough terrain rollers or wheels. Provide chains at all gates to secure, locks to be provided by Construction Manager. A combination of driven and t-stand mounted post is acceptable, however, T-stands must not be installed adjacent to any occupied areas where campus occupants have access. Where T-stands are used, include adequate quantity of gravel bags to secure in place. Upon removal of drilled or driven posts, fill holes to match and be flush with surrounding surfaces.
- 4.4.4. This Trade shall, where existing site chain link fencing must be opened up to install new work, provide, install, and maintain temporary fencing as required to maintain safety and security during the course of the new work. Coordinate requirements with utility installers prior to start of work in each area. Fencing and set up shall be in good appearance and condition at all times.
- 4.4.5. This Trade Contractor is responsible to provide and maintain project temporary toilets and handwash stations for the entire duration of the project. Provide an average of five (5) temporary toilets per week. Each toilet shall be maintained at least two (2) times per week, and be kept clean at all times. Also provide at least one (1) hand wash station for each toilet on the site. At least one temporary restroom shall be a dedicated women's only restroom. Women's only restroom shall include a lock, a "WOMEN ONLY" sign, and amenities required per OSHA. Include a total of four (4) extra services with this requirement, to be used only as requested and authorized by construction Manager. This Trade to be responsible for all tracking and documenting quantities of restrooms, handwash stations, and extra services used throughout the duration of the project.
- 4.4.6. This Trade shall provide and maintain four (4) Rubbermaid Brute 32-gallon plastic lined trash can with attached lids for the duration of the project. Trash cans to be emptied prior to becoming full and or daily as needed to prevent overflow.
- 4.4.7. This Trade Contractor is responsible for providing weekly cleaning of the Construction Manager's and the Inspector's offices for the entire duration of project, including but not limited to, vacuuming, dusting, wiping all surfaces with disinfectants, emptying trash cans to the project dumpster, and two window washings. Includes providing all equipment, rags, cleaners and disinfectants, trash can liners, etc.
- 4.4.8. This Trade Contractor shall provide six (6) temporary fire extinguishers and four (4) fire

extinguisher stands throughout the duration of the project. Include annual maintenance and monthly inspections per OSHA, all delivery, set up, and removal as directed by construction Manager. Stands shall be Fire Mate free standing fire extinguisher holders with eye wash attached model #FEMPFS, or equal as approved by Construction Manager.

- 4.4.9. This Trade Contractor is responsible for all material, labor, and equipment to provide, set up, maintain, and remove upon completion of the project, project Break area complete, including: 4 10' x 10' shade canopies secured in place, 4 4 x 8 picnic tables, 4 44 gal Rubbermaid or equal as approved trash cans with attached lids lined with heavy duty bags emptied daily, OSHA compliant supply of bottled drinking water for an average of 15 people per day.
- 4.4.10. Provide, install, and maintain for the duration of the project eight (8) 8' long x 42" high galvanized metal interlocking crowd control barriers. Include delivery and removal as requested by Construction Manager.
- 4.4.11. This Trade Contractor is to install four (4) 4' x 8' and four (4) 4' x 4' plywood signs provided by others at locations determined by Construction Manager. Two (2) of the 4' x 8' signs shall include and be mounted on two (2) white 8' x 4" x 4" posts each. Posts shall be embedded and compacted a minimum of 24" into grade. After install is complete, cut tops of posts as necessary. Include removal and disposal of all signs at end of project.

4.5 Allowances

- 4.5.1 ALLOWANCE 9: Provide Lump Sum allowance of <u>\$8,000</u> to be used for qualified Laborer to perform miscellaneous tasks including but not limited to clean up as directed by Construction Manager. Hours shall be used only as requested and directed by the Construction Manager. This Trade's representative shall document all hours in writing with Construction Manager. Any unused values shall be credited back to the owner.
- 4.5.2 ALLOWANCE 10: Provide Lump Sum allowance for the restoration of existing landscape that will be disturbed by BP 2 during install of new fire water line from Petite Ln. Scope includes repair and or replacement of existing irrigation and landscaping, to match current conditions, after install of waterline is complete. The area will be approximately 20' wide by the full length of the slope. BP 2 is responsible for all removals and disposals of existing vegetation and leaving the area clean with grades at no more than 2/10th of surrounding areas. This Trade is responsible for fine grading. Also included is, prior to the start of any removals of existing landscaping in this area, documenting type, quantities, and layout of existing irrigation and planting. Coordinate with BP2 prior to the start of any work for the most effective methods to execute the work.
- 4.5.3 ALLOWANCE 11: LUMP SUM total for 6 requests by on temporary fencing for issue caused by wind, weather, or vandalism. Includes damage repair Services shall be scheduled only under the direction of Construction Manager.
- 4.5.4 ALLOWANCE 12: Providing LUMP SUM total of <u>\$4,000</u> for where new accessories install in existing Building E CMU walls, all material, labor, and equipment as required to perform any remedial structural or non-structural work which is not currently indicated on the bid plans.

END OF BID PACKAGE

- 5.0 **BID PACKAGE #05 "GYMNASIUM BUILDING INSTALLATION"** Trade Contractor is responsible for coordinating and providing all plant, labor, material, equipment, tools, facilities, transportation, applicable taxes, permits, services and coordination necessary for, and incidental to accomplish the work (unless specifically noted otherwise), in accordance with the complete contract documents, and ensure coordination of work between the multiple bid packages for a complete turnkey and operable system at Tierra Del Sol Middle School New Gym/MPR Building, which shall include, but not be limited to the following;
 - 5.1.1. Lakeside Union School District | As-Built Documents
 - 5.1.2. Ninyo & Moore | Tierra Del Sol Middle School Geotechnical Evaluation dated March 9, 2020
 - 5.1.3. Balfour Beatty | Front End Bid & Contract Documents
 - 5.1.4. StudioWC A+E | Drawings
 - 5.1.5. StudioWC A+E | Specifications
 - 5.1.6. StudioWC A+E | 00 00 00 Procurement & Contracting Requirements Complete
 - 5.1.7. StudioWC A+E | 01 00 00 General Requirements Complete
 - 5.1.8. StudioWC A+E | 03 10 00 Formwork
 - 5.1.9. StudioWC A+E | 03 20 00 Concrete Reinforcement
 - 5.1.10. StudioWC A+E | 03 30 00 Cast-in-Place Concrete
 - 5.1.11. StudioWC A+E | 03 10 00 Formwork
 - 5.1.12. StudioWC A+E | 05 12 00 Structural Steel (Execution only)
 - 5.1.13. StudioWC A+E | 05 30 00 Metal Decking (Execution only)
 - 5.1.14. StudioWC A+E | 05 40 00 Cold-Formed Metal Framing (Execution only)
 - 5.1.15. StudioWC A+E | 05 50 00 Metal Fabrications (Execution only)
 - 5.1.16. StudioWC A+E | 06 10 00 Rough Carpentry (Execution only)
 - 5.1.17. StudioWC A+E | 06 18 13 Glue-Laminated Beams (Execution only)
 - 5.1.18. StudioWC A+E | 06 20 00 Finish Carpentry (Execution only)
 - 5.1.19. StudioWC A+E | 06 40 13 Exterior Architectural Woodwork (Execution only)
 - 5.1.20. StudioWC A+E | 06 41 00 Architectural Wood Casework (Execution only)
 - 5.1.21. StudioWC A+E | 07 02 22 Polyiscoynurate Roof Insulation (Execution only)
 - 5.1.22. StudioWC A+E | 07 09 00 Elastomeric and Non-Elastomeric Joint Sealant (Execution only)
 - 5.1.23. StudioWC A+E | 07 13 00 Sheet Waterproofing (Execution only)
 - 5.1.24. StudioWC A+E | 07 14 00 Fluid-Applied Waterproofing (Execution only)
 - 5.1.25. StudioWC A+E | 07 21 16 Insulation (Execution only)
 - 5.1.26. StudioWC A+E | 07 26 13 Above-Grade Vapor Retarders (Execution only)
 - 5.1.27. StudioWC A+E | 07 42 13 Metal Wall Panels (Execution only)
 - 5.1.28. StudioWC A+E | 07 54 19 Thermoplastic Membrane Roofing (Execution only)
 - 5.1.29. StudioWC A+E | 07 61 00 Sheet Metal Roofing (Execution only)
 - 5.1.30. StudioWC A+E | 07 62 00 Sheet Metal Flashing and Trim (Execution only)
 - 5.1.31. StudioWC A+E | 07 72 00 Roof Accessories (Execution only)
 - 5.1.32. StudioWC A+E | 07 81 00 Applied Fireproofing (Execution only)
 - 5.1.33. StudioWC A+E | 07 81 23 Intumescent Fireproofing (Execution only)

5.1.34. StudioWC A+E | 07 84 13 - Penetration Firestopping (Execution only) 5.1.35. StudioWC A+E | 07 92 00 - Joint Sealants (Execution only) 5.1.36. StudioWC A+E | 08 11 10 - Steel Doors and Frames (Execution only) 5.1.37. StudioWC A+E | 08 11 13 - Hollow Metal Doors and Frames (Execution only) 5.1.38. StudioWC A+E | 08 31 13 - Access Doors and Frames (Execution only) 5.1.39. StudioWC A+E | 08 51 13 - Windows (Execution only) 5.1.40. StudioWC A+E | 08 62 23 - Tubular Skylights (Execution only) 5.1.41. StudioWC A+E | 08 71 00 - Door Hardware (Execution only) 5.1.42. StudioWC A+E | 08 62 23 - Tubular Skylights (Execution only) 5.1.43. StudioWC A+E | 08 80 00 - Glazing (Execution only) 5.1.44. StudioWC A+E | 08 91 00 - Louvers and Equipment Screens (Execution only) 5.1.45. StudioWC A+E | 09 21 16 - Drywall (Execution only) 5.1.46. StudioWC A+E | 09 29 00 - Gypsum Board (Execution only) 5.1.47. StudioWC A+E | 09 30 00 - Tiling (Execution only) 5.1.48. StudioWC A+E | 09 51 00 - Acoustical Ceilings (Execution only) 5.1.49. StudioWC A+E | 09 54 53 - Fiberglass Reinforced Panel Ceilings (Execution only) 5.1.50. StudioWC A+E | 09 60 26 - Concrete Moisture Testing 5.1.51. StudioWC A+E | 09 65 00 - Resilient Flooring 5.1.52. StudioWC A+E | 09 65 19.23 - Rubber Tile Flooring 5.1.53. StudioWC A+E | 09 65 66 - Wood Flooring (Execution only) 5.1.54. StudioWC A+E | 09 72 00 - Wall Coverings (Execution only) 5.1.55. StudioWC A+E | 09 72 13.01 - Linoleum/Cork Wall Coverings (Execution only) 5.1.56. StudioWC A+E | 09 77 23 - Fabric-Wrapped Panels (Vinyl) (Execution only) 5.1.57. StudioWC A+E | 09 84 00 - Acoustical Panels (Execution only) 5.1.58. StudioWC A+E | 09 84 13 - Fixed Sound-Absorptive Panels (Fabric) (Execution only) 5.1.59. StudioWC A+E | 09 90 00 - Painting and Coating (Execution only) 5.1.60. StudioWC A+E | 10 14 00 - Signage (Execution only) 5.1.61. StudioWC A+E | 10 14 43 - Photoluminescent Signage (Execution only) 5.1.62. StudioWC A+E | 10 20 00 - Interior Specialties (Execution only) 5.1.63. StudioWC A+E | 10 28 13 - Toilet Accessories (Execution only) 5.1.64. StudioWC A+E | 10 44 00 - Fire Protection Specialties (Execution only) 5.1.65. StudioWC A+E | 10 44 16 - Fire Extinguisher, Cabinet and Accessories (Execution only) 5.1.66. StudioWC A+E | 11 52 13 - Projection Screens (Execution only) 5.1.67. StudioWC A+E | 11 66 23 - Basketball Equipment (Execution only) 5.1.68. StudioWC A+E | 11 66 43 - Interior Scoreboards (Execution only) 5.1.69. StudioWC A+E | 12 66 13 - Telescoping Bleachers (Wiring only) 5.1.70. StudioWC A+E | 21 13 00 - Fire-Suppression Sprinkler System (Execution only) 5.1.71. StudioWC A+E | 22 01 00 - Plumbing General Provisions (Execution only) 5.1.72. StudioWC A+E | 22 07 00 - Plumbing Insulation (Execution only) 5.1.73. StudioWC A+E | 22 20 00 - Plumbing Systems (Execution only)

- 5.1.74. StudioWC A+E | 23 01 00 Heating, Ventilating, and Air Conditioning Systems General Provisions (Execution only)
- 5.1.75. StudioWC A+E | 23 05 00 Testing, Adjusting, and Balancing for HVAC Systems (Execution only)
- 5.1.76. StudioWC A+E | 23 07 00 Heating, Ventilating, and Air Conditioning Insulation (Execution only)
- 5.1.77. StudioWC A+E | 23 08 00 Commissioning of HVAC (Execution only)
- 5.1.78. StudioWC A+E | 23 09 00 Instrumentation and Control for HVAC (Execution only)
- 5.1.79. StudioWC A+E | 26 01 00 General Provisions (Execution only)
- 5.1.80. StudioWC A+E | 26 05 19 Power Conductors (Execution only)
- 5.1.81. StudioWC A+E | 26 05 26 Grounding
- 5.1.82. StudioWC A+E | 26 05 33 Conduit and Fittings Systems
- 5.1.83. StudioWC A+E | 26 05 34 Outlet and Junction Boxes
- 5.1.84. StudioWC A+E | 26 24 16 Panelboards
- 5.1.85. StudioWC A+E | 26 27 26 Switches and Receptacles
- 5.1.86. StudioWC A+E | 26 90 90 Electrical Closeout
- 5.1.87. StudioWC A+E | 27 01 00 General Provisions
- 5.1.88. StudioWC A+E | 27 10 00 Voice Data IP Infrastructure
- 5.1.89. StudioWC A+E | 27 21 00 Networking Electronics
- 5.1.90. StudioWC A+E | 28 01 00 General Provisions
- 5.1.91. StudioWC A+E | 28 23 00 Video Surveillance
- 5.1.92. StudioWC A+E | 28 30 01 Fire Detection and Alarm System
- 5.1.93. StudioWC A+E | 33 46 13 Foundation Drainage

5.2 General

- 5.2.1. This Trade Contractor is responsible for all equipment and labor to install a complete turn-key pre-manufactured MODUS Gymnasium Building. Various components of the Building are being provided by District as purchased from MODUS. This Trade Contractor to furnish and install all other components not provided by the District in Responsibility Matrix contained in Attachment A of Bid Documents. Included in this scope is all work associate with the New Gymnasium Building, included but not limited to, all underslab utilities, all foundations, all structural and non-structural elements, all mechanical, all electrical, all low voltage, all plumbing, all fire sprinklers, all finishes, all architectural and specialty work, and all athletic equipment per the plans, specifications, and Responsibility Matrix. Also included within the scope of this Bid Package are connections to site utilities, site cabling, and low voltage terminations to Campus points of connections as described in the Responsibility Matrix. The work of this Trade Contractor excludes all site earthwork including the area below the new building, all site underground work unless noted in the Responsibility Matrix as included in this scope, and all work in Bldg E.
- 5.2.2. This Trade is responsible to provide and maintain, for storage of building materials provided by District, a total of six (6) Conex sea containers. Coordinate with building manufacturer for when storage will be needed and can be removed. Coordinate with building manufacturer and Construction Manager for drop locations. Quantity and size of containers to be provided per Responsibility Matrix is as follows: four (4) 8' x 20' & two (2) 8' x 40'.
- 5.2.3. This Trade Contractor is responsible to provide all labor and equipment required to offload and inventory all District furnished material upon arrival. Include detailed inventory of all shipped

members on the day they arrive. Inventory shall include confirming all items on shipping manifest have been received, AND, marking items received on steel shop drawings. Also included in this requirement is to provide copies of all verified and non-verified delivery manifests to Construction Manager within 24 hours after each delivery. This Trade shall provide Construction Manager written notice of any discrepancy or missing item the same day the issue if first noted. Late notice of issue will transfer responsibility of issue to this Trade Contractor.

- 5.2.4. This Trade Contractor to consider and include all costs associated with project scheduling and phasing in their bid, including coordination and mobilizations.
- 5.2.5. This Trade Contractor is responsible to coordinate with all Trade Contractors whose work interfaces with own scope of work, including but not limited to attending coordination meetings and providing submittals, product data, coordination drawings, shop drawings, detailed working drawings, etc., in a timely manner.
- 5.2.6. This Trade Contractor is responsible for repair and replacement of SWPPP control measures, disturbed by own operations.
- 5.2.7. All own debris to be cleaned up daily and disposed in dumpster provided by BP 1.
- 5.2.8. This Trade shall provide own water distribution from manifold provide by BP 2, including but not limited to, hoses, piping to area of work, water truck, as required.
- 5.2.9. This Trade Contractor shall provide, install, and maintain all controlled access zones as required by own work.
- 5.2.10. This Trade Contractor is responsible to provide fall protection for all crew members exposed to a fall of 6 feet or greater, regardless of requirements, or any interpretation of any requirements, by Fed OSHA, Cal OSHA, or any trade association. Fall protection options may include individual personal arrest systems, personal restrain systems, and guard rail or scaffold systems. All anchor points are to be capable of supporting the maximum loads that may be imposed. Rail and scaffold systems are to include 100% toeboards. CHINA clamps are not allowed. All fall protection systems must be inspected daily. Documentation of inspections is required.
- 5.2.11. This Trade Contractor is responsible for providing all materials, labor, equipment, tools, supplies, as necessary or required to perform final cleaning of the entire gymnasium building complete including but not limited to all surfaces, furnishings, fixtures, equipment, interiors, exteriors, roofs, etc, that are included with the new building. Provide and use the appropriate cleaning material and supplies for the surface being cleaned per the items manufacturer recommendations. Does not include sitework beyond the limits of the building exterior.
- 5.2.12. Certified building pad to be provided by BP 1. Prior to any work on pad, this Trade is responsible to, no more than 24 hours after pad certification, verify pad and notify Construction Manager of any issues. Failure to verify pad as required transfers any issued to this Trade Contractor.
- 5.2.13. Building survey is responsibility of BP 1, reference BP 1 for specific survey to be provided. This Trade Contractor responsible to protect all survey staking for own work. Costs for re-survey, due to failure to protect, will be responsibility of this Trade Contractor.

5.3 Foundation

5.3.1. This Trade Contractor is responsible for all material, labor, and equipment necessary to furnish and install building foundations, including but not limited to, all excavation, rebar, formwork, aggregates, concrete, and finishing. Includes all forms, formwork, carriers, bracing, stakes, anchors, connectors, sleeves, dowels, slip dowels, base, aggregates, granular fills, sealing and or curing compounds, construction joints, control joints, as specified or required for own work.

- 5.3.2. This trade to provide all excavation required for own work including at foundations, footings, continuous footings, pad footings, spread footings, depressed areas, and thickened edges as necessary to comply with plans and specifications. Spoils are to be moved and deposited to pile as coordinated with BP 1 and Construction Manager.
- 5.3.3. This Trade Contractor is responsible for all labor and equipment to install all vapor barrier/waterproof membranes and embeds provided by District. All sand or aggregates below vapor barrier/waterproof membranes, per plan, are provided and installed by this Trade Contractor.
- 5.3.4. This Trade Contractor is responsible for all foundation reinforcement embedded in concrete, including all rebar required per plans and specifications, including all shapes, sizes and grades, all supports, chairs, bolsters, wires, and sundry items for a complete assembly. Also included in all reinforcement extending beyond the exterior face of building foundation including as indicated on Sheet S3.1.
- 5.3.5. This Trade Contractor is responsible for all labor, material, and equipment necessary to furnish and install a complete concrete building foundation, including but not limited to, concrete mixes, pumping, conveying, placing, vibrating, consolidating, screeds, rodding, floating, troweling, and finishing to requirements of the contract documents. Provide adequate quality control to install floor concrete to project tolerances. Install per project tolerances even if more stringent than project plans, specifications, ACI, or any other tolerance. Project tolerances for floors are as follows: installed finished slabs on grade are not to exceed 1/8" per foot in 10', measured in any direction. Floors installed out of these tolerances shall be corrected at cost to this Trade Contractor. Repair or replace any concrete work that does not meet specified tolerances.
- 5.3.6. Concrete retarders, curing, sealing, components, cure blankets, as required. Prior to install verify compatibility with finished products.
- 5.3.7. This Trade Contractor is responsible all material, labor, and equipment for the installation of all joints in concrete, as required, including all construction joints, control joints, expansion joints, saw cut joints, forming, cutting, filling, and any material or work related to providing a complete installation. Cut, tooled, or any joint in concrete that causes "slab curl", will be this Contractor's responsibility to correct.
- 5.3.8. This Trade is responsible to furnish and installing all dry packing, grouting, high strength grout, and fillers per the documents.
- 5.3.9. Coordinate with applicable trades to ensure that underslab or underground utilities and/or sleeves for required piping have been properly placed and as-built information recorded for same, prior to placement of concrete.
- 5.3.10. This Trade shall provide and install concrete thrustblock at fireline only below the slab on grade. All thrustblocks beyond 5' from building is by BP 2.
- 5.3.11. This Trade is responsible to provide and conduct moisture testing and flatness verification with flooring installer no less than 15 work days prior to flooring install per schedule. If moisture levels are higher than allowed by manufacturer of specified flooring at time of testing, this Trade shall furnish and install mitigation products at no cost to owner. Products must be compatible with specified flooring, and allow flooring manufacturers full warranty to be provided and maintained.

5.4 Steel

5.3.12. This Trade Contractor is responsible for all labor and equipment required to receive, protect, and install District provided building steel provided by District, including all receipt of deliveries,

offload, inventory, staging, cranes, rigging, hoisting, erecting, coordination, layout, columns, beams, connecting, bolting, bracing, decking, canopies, field welding, all lifts, and all other work and equipment necessary to install a complete steel building as provided. Submittals and shop drawings are provided by building manufacturer through District.

- 5.3.13. This trade to verify prior to concrete placement and the correct location, orientation, and elevation of all District provided embedded anchors and templates.
- 5.3.14. This Trade shall install be responsible to provide all material, labor, and equipment to furnish and install all welding per plans, specifications, and shop drawings, including but not limited to, all welding equipment, machines, generators tanks, rods, wire, and sundry materials. Include OSHA compliant maintained and inspected fire extinguishers within reach at all welding operations.
- 5.3.15. This Trade Contractor is responsible for all labor and equipment necessary to receive and install all District provided light gauge steel framing material and accessories including all light gauge steel and tracks, flat backing, clips, wedge anchors, caulking, Hilti pins and screws. This Trade to provide all other components required per plans but not included and necessary for a complete job, and include all layout, coordination, equipment, field cutting, and field welding, for a complete installation per the documents.
- 5.3.16. This Trade Contractor is responsible to coordinate, layout, and install all District provided miscellaneous steel metal fabrications as it pertains to the building, including but not limited to angles, plates, sheet goods, ladders, steel downspouts, structure at mechanical screen, bleachers, railings, handrails and associated brackets, guard rails, equipment supports, etc. as required for a complete installation.
- 5.3.17. Include installing all support and holes in roofs and decks for mechanical curbs, skylights, roof hatches, MEP penetrations, roof drains, and any other hole required per plans, specifications, or MODUS shop drawings.
- 5.3.18. This Trade Contractor shall install all work associated with install of District provided roof access ladder, including but not limited to ladder, backing, supports, attachments, roof hatch, safety post, etc.
- 5.3.19. This Trade Contractor is responsible for providing all cutting, shaping, welding, bolting, steel to steel connections, and any accessories required for a complete installation per approved shop drawings.
- 5.3.20. All welding requires, prior to any welding, approved welding procedures per AWS with identification of welded connections with AWS welding symbols, and, also prior to any welding, certified welders shall provide certifications and obtain reviewer's approvals.
- 5.3.21. This Trade Contractor is responsible to provide fire watch as required for own welding, have an OSHA compliant fire extinguisher within reach at all times during own welding or soldering work, and prior to start of any hot work complete and submit Hot Work Permit to Construction Manager for review and approval prior to start of work.
- 5.3.22. This Trade Contractor shall provide line-of-sight shielding as necessary to protect public and campus during own welding operations. Includes all means and methods necessary to comply.
- 5.3.23. This Trade Contractor is responsible to provide, install, and maintain 100% protection on all holes in roofs and decks. Hole covers shall be a minimum of 3/4" plywood but capable of supporting 4x any intended load, secured in place, and labeled "HOLE COVER DO NOT REMOVE". Uncovered holes are strictly forbidden.

- 5.3.24. This Trade Contractor is responsible for coordinating and installing District provided miscellaneous metal items embedded in concrete and masonry, including anchor bolts, weld plates, nuts, embeds with attached reinforcing, etc., as required by all contract documents, including shop placement drawings. Trade Contractor to coordinate with Concrete Trade Contractor and Finishes Trade Contractor and verify layout and placement by Concrete Trade Contractor. All anchor bolts to be installed in templates.
- 5.3.25. This Trade Contractor shall use approved steel shop drawings from Modus for installation.

5.5 Roofing

- 5.3.26. This Trade Contractor is responsible for all labor and equipment required to receive, protect, and install District provided PVC roofing system, including but not limited to, rigid insultation board, 80mil pvc single-ply membrane roofing, adhesive, flashing, skylight boots, and roof coatings for canopies. All other material and work to provide a complete roof installation per plans and specifications is provided and installed by this Trade Contractor.
- 5.3.27. This Trade Contractor is responsible for all labor and equipment required to receive, protect, and install District provided Solatube Lights Tubes, dampers, lense, curbs, low voltage switch, and low voltage wire. All other materials and work to provide a complete and installed system are responsibility of this Trade Construction.
- 5.3.28. This Trade shall include all welding of PVC materials.
- 5.3.29. Coordinate with MEP trades the install of all roof penetrations. Maintain minimum distances from adjacent vertical surfaces and minimum heights above roofing surfaces per roofing manufacturer.
- 5.3.30. This Trade Contractor is responsible for coordination with plumber to assure that roof drains are properly connected and protected during roofing operation.
- 5.3.31. This Trade Contractor is responsible for protection of roofing materials from the elements during install until roofing system is watertight.
- 5.3.32. Provide water testing of roofs after all work on roofs is substantially complete. Water testing shall include subjecting all areas of roof to heavy water exposure for a minimum period of 48 hours without any signs of leaks. Water testing must be performed and passed prior to wood gym flooring install.
- 5.3.33. In the event of inclement weather forecasts, this Trade Contractor is responsible for coordinating, providing, installing, maintaining, and removing complete temporary rain protection for entire structure, such as visqueen or similar, to prevent intrusion and to protect the work below.

5.6 Walls

- 5.4.1. This Trade Contractor is responsible for all labor and equipment required to receive, protect, and install District provided exterior wall panel material, including Kingspan Wall panels, clips, Z flashing, bar trim, metal rivets, caulking and screws. All other material required for a complete install per plans and specifications is provided and installed by this bid package. This Trade shall include painting of factory primed wall panels to colors selected by architect.
- 5.4.2. This Trade Contractor is responsible to coordinate, layout, and provide in-field layout for backing requirements, prior to the framing sequence. Provide and install backing for District installed equipment.
- 5.4.3. This Trade Contractor shall be responsible to layout and install wall insulation, foam cast with metal panels each side, 2-1/2" thick panels with R-value of 21. Ceiling insulation shall be 5" thick,

R-30 rigid insulation on metal deck.

- 5.4.4. This Trade Contractor is responsible for coordinating, laying out, and installing all flashings for exterior wall penetrations.
- 5.4.5. This Trade Contractor is responsible for coordinating, laying out, and installing all final drywall configurations will match adjacent surfaces and be true and flush with adjacent construction. This may require custom sizes and/or shimming/furring as required.

5.7 Interiors

- 5.5.1. This Trade Contractor is responsible for coordinating, laying out, and installing windows, caulking, hollow metal doors, frames, glazing, hardware.
- 5.5.2. This Trade Contractor is responsible for coordinating, laying out, providing and installing all access doors and frames as shown on architectural drawings. Coordinate, frame and block out for access panels supplied and installed by Mechanical, Electrical, Plumbing, Fire Sprinkler or other Trade Contractors.
- 5.5.3. This Trade Contractor is responsible for coordinating, laying out, and installing all suspended ceiling systems complete, including but not limited to ceiling grids, framing, acoustical ceiling panels, hanger wires, all attachments to structure, compression posts, struts, hanger wires for light fixtures, trim, wall angles, splices, devices, etc., for a complete installation per contract documents, industry and reference standards.
- 5.5.4. This Trade Contractor is responsible for coordinating, laying out, and install all interior and exterior signage, including but not limited to backing, adhesives, fasteners, accessories, brackets, per contract documents.
- 5.5.5. This Trade Contractor is responsible for coordinating, laying out, and installing 2 All American scoreboards, 2 shot clocks, and volleyball equipment.
- 5.5.6. Bleachers to be installed by Modus.
- 5.5.7. This Trade Contractor is responsible for installing the Modus provided AACCEr Sissor LOC #2 2 1/4" Maple hardwood flooring, 1 x 6 pine underlayment, 1/4" performance foam, vapor barrier, and base on the gym floor.
- 5.5.8. Provide and install rubber tiles and base for Weight room, and VCT and base for the storage room.
- 5.5.9. Provide and install regulation court striping and logo on the gym floor.
- 5.5.10. Provide and seal exposed concrete floor in the Electrical Room.
- 5.5.11. This Trade Contractor is responsible for coordinating, laying out, preparing and painting of all surfaces, including but not limited to drywall, doors, frames, access covers, hatches, piping, and all other items as required per contract documents.
- 5.5.12. This Trade Contractor is responsible for priming and paint all sides of the hollow metal doors prior to their installation.

5.8 Fire Sprinkler

5.6.1. This Trade Contractor is responsible for all material, labor, and equipment required to furnish and install a complete fire sprinkler system in the new building from the district provided 6" fire line into and up to +6" FF inside the building. Includes but is not limited to, all piping, fittings, welding, hangars, anchors, connectors, gauges, appurtenances, devices, fire riser assembly complete, and fire sprinkler piping.

- 5.6.2. This Trade shall provide and install filler material or sealant to seal gap around fire riser penetration through slab.
- 5.6.3. This Trade Contractor is responsible for coordinating, laying out, providing and installing DDCV connections to 5' from building, PIV connections, fire alarm home runs, including site underground cabling to point of connection and termination.
- 5.6.4. This Trade Contractor is responsible for coordinating, laying out, providing and installing all joint sealers and firestopping, as required for own work.
- 5.6.5. This Trade Contractor is responsible for providing fire blocking in walls, partitions, shafts, and suspended ceilings, per contract documents.
- 5.6.6. This Trade Contractor is responsible for coordinating, laying out, and installing all fire protection specialties, including but not limited to extinguishers, cabinets, glass, labeling, brackets, straps, hardware, anchors, fasteners, adhesives, certifications and accessories as required for a complete installation, per contract documents.
- 5.6.7. This Trade Contractor is responsible for coordinating, laying out, providing and installing fire suppression sprinkler system complete, including but not limited to all piping, heads, fittings, devices, escutcheons, hangers, bell, fittings, valves, backbox and conduit, etc., for complete and operational system, per fire sprinkler drawings and contract documents.
- 5.6.8. This Trade Contractor is responsible for coordinating, laying out, providing and installing flow and tamper switches at fire riser, as required for a complete system. Tamper switches for backflows will be provided and installed by the Plumbing Trade Contractor. The Fire Sprinkler Trade Contractor is responsible to provide and installing the fire alarm bell.
- 5.6.9. This Trade Contractor is responsible for coordinating the fire sprinkler head locations in ceilings and ceiling tiles with the Architect, as required. Note: Sprinkler heads shall be located in the center of tiles, unless directed otherwise by shop drawings, fire sprinkler drawings, plans and/or specifications.
- 5.6.10. This Trade Contractor is responsible for coordinating, laying out, providing and installing sleeving and block outs at wall, floor and roof penetrations, including but not limited to fire barrier penetrations, penetration firestopping and sleeve seals for own work. Penetrations in slab at fire riser to be the responsibility of the Plumbing Trade Contractor.
- 5.6.11. Provide and install FA annunciator, horn and strobes, horn and strobe back boxes above ceiling, cabling, heat detectors, heat detector back boxes, and conduit above ceiling.
- 5.6.12. Provide and install FA HVAC unit shutdown, control modules and cabling and unit shutdown conduit only.
- 5.6.13. This Trade Contractor is responsible for coordinating, laying out, providing and installing seismic anchorages, bracing, vibration isolation, hangers, inserts, embeds, reinforcement, and anchors for own work, as required.
- 5.6.14. This Trade Contractor is responsible for coordinating, laying out, providing and installing own inserts, embeds, anchors, supports, seismic restraints, sway bracing, hangers, reinforcements and backing plates, as required.
- 5.6.15. This Trade Contractor is responsible for coordinating, laying out, providing and installing all miscellaneous metal and hardware for own equipment support, including channels, angles, unistrut, all thread, etc.

- 5.6.16. This Trade Contractor is responsible for coordinating, laying out, providing and installing identification of own work.
- 5.6.17. This Trade Contractor is responsible for coordinating, laying out, providing and installing hydraulic and NFPA signage required.
- 5.6.18. This Trade Contractor is responsible for coordinating, laying out, providing and installing fire stopping associated with own work. All Fire Stopping shall be "RED" in color for identification purposes. As a part of the submittal process, this Trade Contractor shall provide UL details for all penetrations, for own work. If a UL detail is not available for a specific penetration related to this Trade Contractor's work, it will be this Trade Contractor's responsibility to have an evaluation and prescription provided for all special penetrations.
- 5.6.19. This Trade Contractor is responsible for coordinating and providing all flushing, testing, cleaning, inspection and maintenance of own work until Owner acceptance. All flushed water from the fire sprinkler system must be disposed of per latest SWPPP, EPA and other governing agency's regulations. No onsite dumping into planters or storm drains.
- 5.6.20. This Trade Contractor is responsible for coordinating, laying out, providing and installing booster pumps for own work, as required to achieve necessary pressure throughout the building.
- 5.6.21. This Trade Contractor is responsible for coordinating, laying out, providing and installing building gas system complete, including but not limited to installation of shutoff valves, pressure regulators, piping, appurtenances, hook-up of plumbing and mechanical equipment flexible connections, and roof flashing, fixtures, and all necessary accessories and sundry items required for a complete and operable system, per contract documents, including but not limited plans, specifications, soils report, etc.
- 5.6.22. The Plumbing Contractor is responsible for coordinating, laying out, providing and installing the fire line to the building fire riser room, including riser to 6" above finished floor, with bolting flange compatible with fire sprinkler contractor's POC. Coordinate location of fire riser and ensure connection provided is compatible with this Trade Contractor for installation of the Modus provided Ames fire riser.

5.9 Mechanical

- 5.9.1. This Trade Contractor is responsible for coordinating, laying out, and installing heating, ventilation, cooling systems complete, including but not limited to all equipment, roof top cooling units, curbs, duct, insulation, piping, VFD's, VAV boxes, ventilators, dampers, fire smoke dampers, diffusers, registers, grilles, duct access doors, condensate lines, condensate pumps, controls, Unistrut, all thread, finish material, etc., as required to meet the performance criteria specified, SMACNA requirements and for a complete and operational system, per contract documents.
- 5.9.2. This Trade Contractor is responsible for coordinating, laying out, and installing sealants, caulking, fire wrap and fire stopping at own penetrations. Provide caulking at all dissimilar materials.
- 5.9.3. This Trade Contractor is responsible for coordinating, laying out, providing and installing fire stopping associated with own work. All Fire Stopping shall be ('RED" in color for identification purposes. As a part of the submittal process, this Trade Contractor shall provide UL details for all penetrations, for own work.
- 5.9.4. This Trade Contractor is responsible for coordinating and laying out all required roof penetration openings.

- 5.9.5. This Trade Contractor is responsible for coordinating, laying out, and installing all flashing and sheet metal associated with own work, including but not limited to flashing at roof and wall penetrations and lead roof jacks, as required.
- 5.9.6. This Trade Contractor is responsible for coordinating, laying out, and installing all motors for HVAC equipment, as required per the contract documents.
- 5.9.7. This Trade Contractor is responsible for coordinating, laying out, and installing vibration and seismic controls for own work including but not limited to anchorages, attachments, isolators, riser resilient supports, resilient pipe guides, bracings, cables and accessories, as required.
- 5.9.8. This Trade Contractor is responsible for coordinating, laying out, providing and installing identification of own work.
- 5.9.9. This Trade Contractor is responsible for start-up and commissioning of own equipment.
- 5.9.10. This Trade Contractor is responsible for all testing, adjusting and balancing of HVAC equipment until Owner acceptance, including providing testing and balancing reports.
- 5.9.11. This Trade Contractor is responsible for coordinating, laying out, and installing all duct and duct accessories complete, including but not limited to fittings, duct insulation, sheet metal duct liner, sealants, gaskets, hangers, supports, seismic restraints, backdraft and pressure relief dampers, manual volume dampers, control dampers, combination fire and smoke dampers, flange connectors, turning vanes, duct-mounted access doors, flexible connectors, flexible ducts, and duct accessory hardware, as required per contract documents.
- 5.9.12. This Trade Contractor is responsible for coordinating, laying out, and installing all fire smoke dampers and associated motors, actuators, vanes, connectors, angles, hardware, diffusers, registers, grilles, duct access doors at all locations where required at rated assemblies.
- 5.9.13. This Trade Contractor is responsible for coordinating, laying out, and installing all diffusers, registers, dampers and grilles for own work.
- 5.9.14. This Trade Contractor is responsible for coordinating, laying out, and installing the District provided ceiling fan in the Gym.
- 5.9.15. This Trade Contractor is responsible for coordinating, laying out, and installing all air filters for own work. This Trade Contractor is responsible for providing and installing temporary air filters until completion/commissioning of work, once work has been fully commissioned, provide and install new air filters.
- 5.9.16. This Trade Contractor is responsible for coordinating, laying out, and installing all prefabricated curbs, including but not limited to steel angle for equipment to curb connection, rigid insulation, flashing, mechanical curbs, curbing, duct liner, supports, stands and equipment leveling, insulation, blocking, treated redwood sheet metal caps, steel angle, insulation, seal strips, isolators, vibration control, etc., for own equipment, as required.
- 5.9.17. This Trade Contractor is responsible for coordinating, laying out, and installing duct support angles, equipment pad caps and pipe penetration flashing, as required for own work.
- 5.9.18. This Trade Contractor is responsible for coordinating, laying out and installing duct detectors provided by others. Note: Electrical Bid Package is responsible for providing duct detectors and for final connection to fire alarm system.
- 5.9.19. This Trade Contractor is responsible for coordinating and providing own craning, hoisting and lifting for own work, including but not limited to that required for the installation of all roof top

units and fans. Any damage to site, building, etc., from crane, shall be the responsibility of this Trade Contractor. Coordinate with Construction Manager prior to crane work.

- 5.9.20. This Trade Contractor is responsible for coordinating, laying out, and installing own access doors and panels, as required, even if not shown, and is responsible for coordinating and providing other Trade Contractors with coordination drawings.
- 5.9.21. This Trade Contractor is responsible for the installation, removal and disposal of temporary covers at roof penetrations. In the event roof curb is added, it shall be the responsibility of this Trade Contractor to provide, install, secure and maintain temporary covers. Spray paint "Do Not Step" on cover.

5.10 Electrical

- 5.10.1. This Trade Contractor shall be responsible for all material, labor, and equipment necessary for the installation and completion of all electrical work inside the footprint of the New Gymnasium Building.
- 5.10.2. This Trade Contractor to provide and install all site electrical conduits including but not limited to high voltage, low voltage, data, communications, phone, fire alarm, and site well pumps. All conduits to be installed to within 5' of the outside of the new building and marked by partially buried 2 x 4 painted stake exposed 2' above grade.
- 5.10.3. Provide and install permanent well pump conduits from building to 5' out, and terminate feeders provided by BP 3 to POC in the building.
- 5.10.4. Provide, install, and terminate all site low voltage cabling from existing source in existing buildings to POCs inside new building.
- 5.10.5. This Trade to provide and install conduits from the point of connection from 5' outside the new building to inside the building. Terminate site electrical feeders to POC in the building.
- 5.10.6. This Trade Contractor to provide and install material for the building as shown in Sheets E3.1 through E9.1.
- 5.10.7. This Trade Contractor shall be responsible for all material, labor, and equipment necessary for wiring the bleachers.
- 5.10.8. This Trade Contractor is responsible for start-up and commissioning of own equipment.
- 5.10.9. This Trade Contractor is responsible for coordinating, laying out, providing and installing IDF, equipment racks, software and cable management, power connections, grounding at rack, power outlets and connections.
- 5.10.10. This Trade Contractor is responsible for coordinating, laying out, providing and installing all electrical switchboards, distribution boards, transformers, electrical panels, emergency lighting inverters, conduit, wiring, receptacles, j-boxes, light fixtures, etc. per contract documents, as needed to complete project.
- 5.10.11. This Trade Contractor is responsible for coordinating and providing systems startup, testing, commissioning, cleaning, inspection, balancing and maintenance of own work, until Owner's acceptance.
- 5.10.12. This Trade Contractor is responsible for coordinating, laying out, providing and installing own access doors and panels, as required by code whether shown on the drawings or not.

- 5.10.13. This Trade Contractor is responsible for coordinating, laying out, providing and installing all electrical roof and wall flashings, compatible with the roofing or waterproofing systems being installed.
- 5.10.14. This Trade Contractor is responsible for coordinating, laying out, providing and installing all surface mounted raceway and distribution system for electrical and low voltage, for a complete and operational system, per contract documents.
- 5.10.15. This Trade Contractor is responsible for coordinating, laying out, providing and installing all labeling, marking, engraving and stenciling of own work, as required.
- 5.10.16. This Trade Contractor is responsible for coordinating, laying out, providing and installing all power connections and grounding at rack including but not limited to conduit, wiring, wire mold, receptacles, j-boxes and final connections for all systems requiring power including but not limited to casework, audio visual, projection screens, controls, HVAC equipment, etc., per contract documents.
- 5.10.17. This Trade Contractor is responsible for coordinating, laying out, providing and installing intrusion detection system complete, including control panels, power supplies, power connections, remote monitoring service, network connection, conduit above ceiling, conduit, cabling and termination for cameras, motion sensors, back boxes, door contact switches, terminal cabinets, and cabling.
- 5.10.18. This Trade Contractor is responsible for coordinating, laying out, providing and installing all interior and exterior light fixtures, diffusers, Lighting Control, Panel boards, seismic wires to light fixtures, per contract documents.
- 5.10.19. This Trade Contractor is responsible for coordinating, laying out, providing and installing the lighting control system, including but not limited to all required controls, lighting control panels, occupancy sensors, switches, sensors, network equipment, software, programming, and training per contract documents for a complete and operational system.
- 5.10.20. This Trade Contractor is responsible for coordinating, laying out, providing an installing all cable trays, panel boards and terminal cabinets, switchboards, transformers, emergency lighting inverters, motor control equipment, fixtures, etc., for a complete and operational system, per contract documents.
- 5.10.21. This Trade Contractor is responsible for coordinating, laying out, providing and installing all seismic anchorage, unistrut, all thread, supports, embeds, inserts, hangers, backing plates, bracing, vibration isolation and insulation for own work as required.
- 5.10.22. This Trade Contractor is responsible for coordinating, laying out, providing and installing painting as required by electrical specifications.
- 5.10.23. This Trade Contractor is responsible for coordinating, laying out, providing and installing all cabinets and mounting boards for own work, including fire retardant plywood backboards shown in electrical room.
- 5.10.24. This Trade Contractor is responsible for coordinating and laying out of items located in concrete or framing prior to installation of concrete or framing.
- 5.10.25. This Trade Contractor is responsible to provide and install own sleeving and blockouts at wall, floor, deck and roof penetrations and mechanical sleeve seals for own work.
- 5.10.26. This Trade Contractor is responsible for coordinating, laying out, providing and installing final electrical connections and all system terminations and wiring to all equipment including but not limited to electrical, plumbing, fire sprinkler, and HVAC mechanical equipment, motorized

projection screens, motorized roller shades, and other equipment, etc., requiring electrical connection for complete and operational systems, per contract documents.

- 5.10.27. This Trade Contractor is responsible for coordinating and providing duct detectors to HVAC Trade Contractor. This Trade Contractor is responsible for coordinating and providing final connection to fire alarm system.
- 5.10.28. This Trade Contractor is responsible for coordinating, laying out, providing and installing fire alarm system complete, per contract documents. This Trade Contractor is responsible for coordinating, laying out and final connections for fire alarm bell and flow switch.
- 5.10.29. This Trade Contractor is responsible for coordinating, laying out, providing and installing clock system, including but not limited to clocks, speakers, master clocks, back boxes, power supplies, wiring, etc., for complete and operational system tied into the Campus.
- 5.10.30. This Trade Contractor is responsible for coordinating, laying out, providing and installing audio visual systems complete, including but not limited to AV systems, projectors, motorized projection screens, panels, back boxes, conduit, AV controller, cabling, connectors, adapters, supports, hardware, attachments, equipment racks, processors, distribution, control wiring, speaker level rail mounted terminal blocks, switches, instruments, boxes, floor boxes, receptacles, wall plates, network interfacing, stations, network equipment, Unistrut, projector mounts and miscellaneous sundry items and accessories, as required for a complete turnkey and operational system, per contract documents.
- 5.10.31. This Trade Contractor is responsible for coordinating, power requirements for electrically operated projection screens and is responsible for laying out, coordinating, providing, and installing all fixed video projectors and associated mounts and attachment arms, seismic bracing, fixed brackets, hangers, backing, hardware, anchors, adhesives and accessories as required for a complete and operational installation, per contract documents.
- 5.10.32. This Trade Contractor is responsible for coordinating, laying out, providing and installing sealants, caulking, fire wrap and fire stopping at own penetrations. Provide caulking at all dissimilar materials.
- 5.10.33. This Trade Contractor is responsible for coordinating, laying out, providing and installing fire stopping associated with own work. All Fire Stopping shall be "RED" in color for identification purposes. As a part of the submittal process, this Trade Contractor shall provide UL details for all penetrations, for own work. If a UL detail is not available for a specific penetration related to this Trade Contractor's work, it will be this Trade Contractor's responsibility to have an evaluation and prescription provided for all special penetrations.
- 5.10.34. This Trade Contractor is responsible for coordinating, laying out, providing and installing the structured cabling system including but not limited to all copper and fiber optic network cables, connectors, patch panels, patch cords, equipment racks, fiber patch panels, network servers, switches, router, conduits, raceways, sleeves and electrical rough in related to the structured cabling for the computer and voice network cabling system, per contract documents. Provide to the campus point of connection and terminate.
- 5.10.35. This Trade Contractor is responsible for installing the wireless access points including backboxes for exterior WAPs and devices per the locations shown in contract documents.
- 5.10.36. In the event of an electrical shutdown scheduled by this Trade Contractor, this Trade Contractor is responsible for providing temporary power as needed to the school and site, while power is

unavailable, in order to ensure the operability of all building systems during the course of construction, for the site, all office trailers and all buildings.

5.10.37. This Trade Contractor is responsible for providing, installing the Assisted Listening System, Video surveillance, and intercom in its entirety.

5.11 Plumbing

- 5.11.1. This Trade Contractor shall be responsible for all labor and equipment necessary for the installation and completion of all plumbing work inside the footprint of the New Gymnasium Building.
- 5.11.2. All site Storm Drain, Sewer, and Water utilities will be installed to within 5' of the outside of the new building by the Plumbing Contractor. This Trade Contractor to pick up these lines and continue the installation inside the building.
- 5.11.3. The Plumbing Contractor will provide and install complete all gas utility from the point of connection to the existing utility to within 6" of the exterior of the building per 10/P4.0. This Trade Contractor to pick up the gas lines and continue the installation inside the building.
- 5.11.4. Coordinate all utility service shut-downs or interruptions with Construction Manager at minimum of three (3) weeks in advance of the planned shut-down or interruption. ALL service shut-downs or interruptions require district approval. Service shut-downs or interruptions without the required advanced notice AND District approval ARE NOT ALLOWED.
- 5.11.5. This Trade Contractor is responsible for coordinating and protecting all existing utilities scheduled to remain. Take appropriate precautions when performing work in areas of existing utilities. Any damage done to known utilities will be repaired by this Trade Contractor, at no cost to the project.
- 5.11.6. This Trade Contractor is responsible for coordinating, laying out, providing and installing building gas system complete, including but not limited to installation of shutoff valves, pressure regulators, piping, appurtenances, hook-up of plumbing and mechanical equipment flexible connections, and roof flashing, fixtures, and all necessary accessories and sundry items required for a complete and operable system, per contract documents, including but not limited plans, specifications, soils report, etc.
- 5.11.7. This Trade Contractor is responsible for coordinating, laying out, providing and installing building water distribution piping, equipment and all necessary accessories and sundry items required for a complete and operable building plumbing system per the contract documents.
- 5.11.8. Install District provided fixtures including drinking fountain, water hammer arrestor, hose bibb, and roof drain.
- 5.11.9. This Trade Contractor is responsible to coordinate and provide chlorination or sterilization of water systems as required, including certification.
- 5.11.10. The Fire Sprinkler Trade Contractor is responsible for coordinating, laying out, providing and installing flow and tamper switches at fire risers at applicable locations, as required for a complete system. The Plumbing Trade Contractor shall be responsible for coordinating, laying out, providing and installing tamper switches for backflows. The Fire Sprinkler Trade Contractor is responsible to provide fire alarm bell for the Electrical Trade Contractor to install. Final connections for flow switch and fire alarm bell shall be made by the Electrical Trade Contractor.
- 5.11.11. This Trade Contractor is responsible for coordinating, laying out, providing and installing condensate drains systems complete, per contract documents and as required by mechanical systems.

- 5.11.12. This Trade Contractor is responsible to provide all pressure tests, cross connection tests, purging, analyzing, and test reports of systems as required.
- 5.11.13. This Trade Contractor is responsible to provide all flushing, testing, inspection, balancing and maintenance of own work until Owner acceptance.
- 5.11.14. This Trade Contractor is responsible to provide and install joint sealants, fire sealants, sleeves, sleeve seals, escutcheons, flashing, meters and gages, valves, seismic anchorage, bracing, vibration isolation, insulation, embeds, inserts, anchors, sleepers, hangers, supports, and backing plates for own work as required.
- 5.11.15. This Trade Contractor is responsible for coordinating, laying out, providing and installing blocking required to support own work and laying out all required roof penetration openings.
- 5.11.16. This Trade Contractor is responsible for coordinating, laying out, providing and installing sealants, caulking, and fire stopping at own penetrations. Provide caulking at all dissimilar materials.
- 5.11.17. This Trade Contractor is responsible for coordinating, laying out, providing and installing fire stopping associated with own work. All Fire Stopping shall be U RED" in color for identification purposes. As a part of the submittal process, this Trade Contractor shall provide UL details for all penetrations, for own work. If a UL detail is not available for a specific penetration related to this Trade Contractor's work, it will be this Trade Contractor's responsibility to have an evaluation and prescription provided for all special penetrations.
- 5.11.18. This Trade Contractor is responsible to provide and install identification of own work as required.
- 5.11.19. This Trade Contractor is responsible for coordinating, laying out, providing and installing own access doors and panels, as required per code whether shown on the contract drawings or not.
- 5.11.20. This Trade Contractor is responsible to provide and install own sleeving and blockouts at wall, floor, deck and roof penetrations and mechanical sleeve seals for own work.
- 5.11.21. This Trade Contractor is responsible to provide and install roof drainage system complete including roof drains, overflows and downspouts. Final connection of all downspouts including roof drains to the underground storm drain system, overflow drains to exit side of building, and all other roof drainage systems.
- 5.11.22. This Trade Contractor is responsible to provide and install all in-wall downspouts and connection of same to storm drain system and to gutters, including supply and installation of flexible boot, clamps, accessories, strainers, etc. as required for a complete system. This Trade Contractor responsible for testing in wall drainage piping prior to cover up.
- 5.11.23. This Trade Contractor is responsible to provide and install flashing, caulking and sheet metal associated with own work, including flashing at roof and wall penetrations and lead flashings and roof jacks. This Trade Contractor is responsible to provide and install dissimilar material and corrosion protection.

5.12 Allowances

5.12.1 ALLOWANCE 13: Providing LUMP SUM total of \$20,000 for labor to be used for miscellaneous work including but not limited to clean up as directed by Construction Manager. Hours shall be used only as requested and directed by the Construction Manager. The Trade Contractor's Foreman or representative shall document all hours in writing with Construction Manager. All unused hours shall be credited back via deductive change order.

END OF BID PACKAGE

Attachment A

	Placement of TDS Gym - Scope	Responsi	bility Matr	rix	
	Descriptions *Provided for reference only to clarify materials provided by the District. All other building materials are to be provided by Bid Package 5.	Site Contractors (BPs 1 - 4) Furnished	Site Contractors (BPs 1 - 4) Installed	District Provided Building Furnished	Building Contractor (BP 5) Installed
1.0 Site R	elated Work	l			l
1.0	Demolition	х	Х		
1.1	Mass Grading and Pad Preparation	х	х		
1.2	Provide Conex Storage Containers (4 - 8' x 20' & 2 - 8' x 40')				х
1.3	Take delivery & place of storage Containers				х
1.4	Temp power for all operations	х	х		
1.5	Backfeed temp power to well	х	х		
1.6	Irrigation - new, maintain existing and reroute	х	х		
1.7	Landscaping - new, maintain existing	х	х		
1.8	New hardscape, slurry/restriping of existing blacktop	х	х		
1.9	Site accessibility upgrades	х	х		
1.10	Grading and pad prep	х	х		
1.11	Gas, domestic water, fire water, storm drainage (connects at 5' out)	х	х	х	х
1.12	Low Voltage and Power	X	X		1
1.13	All hardscape outside building, all work in Bld E	X	X		1
1.14	6" Ames fire riser to 5' out provide			х	1
1.15	6" Ames fire riser to 5' out install				х
2.0 Found	lations				•
2.0	Overexcavation of foundations				Х
2.1	Provide vapor barrier			х	
2.1	Install vapor barrier				х
2.2	Provide embeds			х	
2.3	Provide rebar				x
2.4	Install embeds/rebar				x
2.5	Construction Foundations				х
3.0 Struct	ural Steel				
3.1	Fabrication Drawings/shops			х	
3.2	Provide structural steel tracks and studs, anchor			х	
3.3	Take delivery of structural steel, include canopy and non-shirnk grout				х
3.3	Install steel package, incl. grouted embeds				х
3.4	Provide canopy steel struccture, canopy decking, rods, screws			х	
3.5	Install canopy steel structure, canopy decking, rods, screws				х
4.0 Light	gaugel Steel Framing	r	r		T
4.1	Provide light gauge steel and tracks, flat backing, clips, wedge anchors, caulking, Hilti pins and screws			х	
4.2	Install light gauge steel and tracks, flat backing, clips, wedge anchors,				х
	caulking, Hilti pins and screws anel Package	l	I I		~
5.1	Provide Kingspan Wall panels, clips, Z flashing, bar trim, metal rivets, caulking				I
	and screws and blocking Take delivery - Install Kingspan Wall panesl, clips, Z flashing, bar trim metal			Х	
5.2	rivets, caulking and screws				х
5.3	Provide wall backing for district installed equipment/scoreboards, etc.				Х
5.4	Install wall backing for district installed equipment/scoreboards, etc.				Х
6.0 Roofir	ng Package				
6.1	Provide Rigid insultation board, 80mil pvc single-ply membrane roofing, adhesive, flashing, skylight boots, roof coatings for canopies, roof drains, overflow spouts,			х	
6.2	Install Rigid insultation board, 80mil pvc single-ply membrane roofing, adhesive, flashing, skylight boots, roof coatings for canopies, roof drains, overflow spouts,				х
6.3	Provide roof hatch			х	
6.4	Install roof hatch				х
7.0 Daylig 7.1	ht Package Provide Solatube Lights Tubes, dampers, lense, curbs, low voltage switch, low voltage wire			х	
7.2	Install Solatube Lights Tubes, dampers, lense, curbs, low voltage switch, low				x
	voltage wire Ietal Package				
8.1	Provide color metal, color trim, rivets, caulking, screws			х	1
8.2	Install color metal, color trim, rivets, caulking, screws			^	x
9.0 Windov		l			
9.1	Provide windows, caulking and screws			х	T
9.1	Intall windows, caulking and screws				х

Placement of TDS Gym - Scope Responsibility Matrix							
	Descriptions *Provided for reference only to clarify materials provided by the District. All other building materials are to be provided by Bid Package 5.	Site Contractors (BPs 1 - 4) Furnished	Site Contractors (BPs 1 - 4) Installed	District Provided Building Furnished	Building Contractor (BP 5) Installed		
0.0 Light	ing and Panel Package	-			1		
10.1	Provide LED Interior lighting Fixtures, Exterior Light fixtures, Lighting Control, Panel boards			х			
102	Install LED Interior lighting Fixtures, Exterior Light fixtures, Lighting Control,				х		
-	Panel boards h Package				^		
11.1	Provide FRL Panels, aluminum trim, finish trim, tectum panels, screws, glue			Х			
11.2	Provide FRL Panels, aluminum trim, finish trim, tectum panels, screws, glue				х		
11.3	Provide Doors, Frames, Hardware			х			
11.4	Install Doors, Frames, Hardware				Х		
11.5	Provide Drinking Fountain			х			
11.6	Install Drinking Fountain				Х		
2.0 Equip	oment Package						
12.1	Provide 6 draper TF-20 ceiling mount basketball backstops, 2 volleyball nets, poles and wall panels			х			
12.2	Install 6 draper TF-20 ceiling mount basketball backstops, 2 volleyball nets, poles and wall panels			x			
12.3	Provide 2 All American scoregoards, 1 wireless #8214 and 1 wireless #8209			v			
	•	+	├	Х			
12.4	Install 2 All American scoregoards, 1 wireless #8214 and 1 wireless #8209				Х		
12.5	Provide 2 shot clocks			х			
12.6	Install 2 shot clocks				Х		
12.7	Provide CANARM HEXA-LITE 12' Dia Ceiling Fan			х			
12.8	Install CANARM HEXA-LITE 12' Dia Ceiling Fan				Х		
3.0 Floor	ing Package				1		
13.1	Proivde AACCEr Sissor LOC #2 2 1/4* Maple hardwood flooring, 1 x 6 pine underlayment, 1/4* performance foam, vabor barrier, staples for gym			x			
13.2	Install AACCEr Sissor LOC #2 2 1/4" Maple hardwood flooring, 1 x 6 pine underlayment, 1/4" performance foam, vabor barrier, staples for gym				x		
13.3	Provide and install Gym floor finishing, striping, graphics				Х		
13.4	Provide base for gym only			х			
13.5	Install base for gym only				х		
13.6	Provide and install vinyl flooring for Wieght Room, base and glue				х		
4.0 Blead	cher Package						
14.1	Provide 1 set of 7 row retractable bleachers and contoller			х			
14.2	Install 1 set of 7 row retractable bleachers and contoller			х			
14.3	Provide and install wiring for bleachers				х		
5.0 Signa	age Package	T	r – F				
15.1	Provide all building exterior and interior signage as requried by ADA			х			
15.2	Provide all building exterior and interior signage as requried by ADA				Х		
	and Life Safety Package	 T					
16.1	Provide fire extinguisher and cabinet			Х	Х		
16.2	Provide and conduit for fire alarm				Х		
16.3	Install fire alarm wiring and devices				Х		
6.0 Tele			~				
16.1	Site Telephone U/G Conduit and Pull Boxes (5' out to Campus POC)	Х	Х				
16.2 16.3	Provide and install Voice outlet boxes, conduits & cabling within bldg Provide and install Voice/Data Network Cabling from Campus POC, terminations, & testing				x		
16.4	VOIP Telephones - provide & set up by District	1		х			
	ing/Intercom/Master Clock	·		^			
17.0	Rack, Equipment, software in MDF's/IDF's				х		
17.1	Power connections and grounding at rack				X		
17.2	Systems startup and Cx				X		
17.3	Interface with Campus telephone system				x		
17.4	Provide and Install Interior Clock/Speakers & tie into Campus				x		
•	Provide and Install Interior Clock/Speaker Back boxes	+	1 1		x		

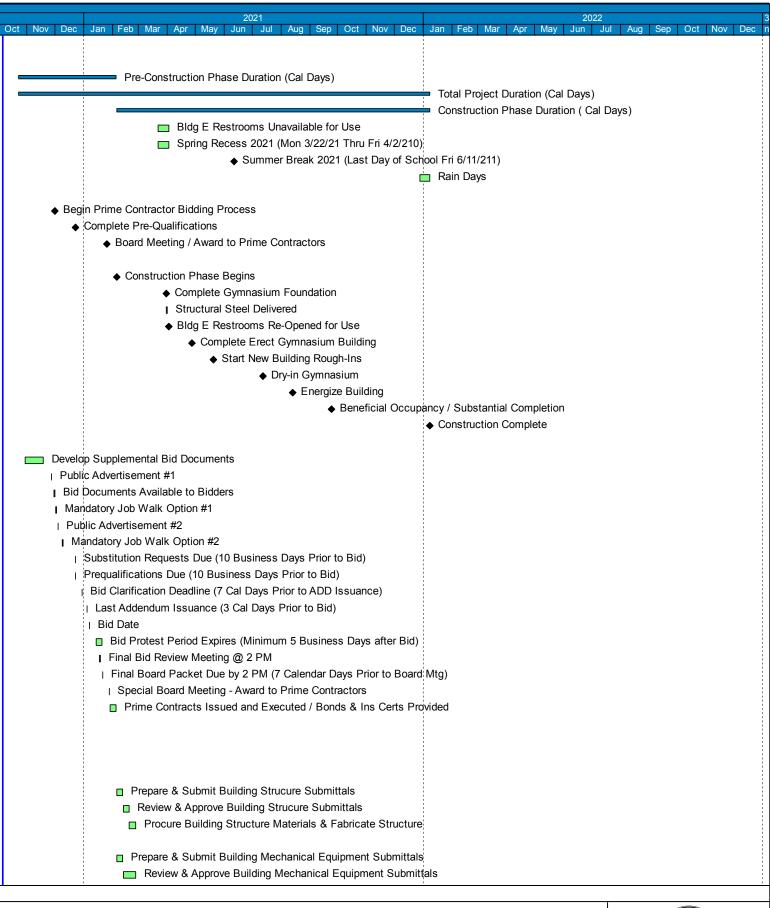
	Descriptions *Provided for reference only to clarify materials provided by the District. All other building materials are to be provided by Bid Package 5.	Site Contractors (BPs 1 - 4) Furnished	Site Contractors (BPs 1 - 4) Installed	District Provided Building Furnished	Building Contractor (BP 5) Installed
8.0 Elec	ctronic Network Systems Infrastructure	1			1
18.0	Provide and install IDF, Equipment Racks and Cable Management				Х
18.1	Power outlets and connections				Х
18.2	Fiber patch panels				Х
18.3	Plywood Backboards (fire rated plywood)				х
18.4	Network Servers, switches and router	1			х
	Site Data Distribution				
18.5	UG conduit from Campus POC to 5' from building	х	х		
18.6	Fiber Optic cabling and Inner Duct from Campus POC to Building & terminate				х
	Building Distribution				Х
18.7	Copper Computer Data Network cabling				х
18.8	Termination device back boxes and conduit to above ceilings				х
18.9	Termination devices				х
18.10	Portable patch cords				х
18.11	Network cable testing and Cx				Х
18.12	J-Hooks				х
18.13	Wireless Access Devices				х
18.14	Wireless Access Device backboxes for Exterior WAPS				х
18.15	Wireless Access Point cabling				х
9.0 Intru	usion Detection/Access Controls				1
19.0	Control panels and power supplies				Х
19.1	Power connections to control panels and power supplies				Х
19.2	Remote monitoring service				Х
19.3	Data network connection to control panel				х
19.4	Conduit system above ceiling				Х
19.5	Cabling, complete system				х
19.6	Motion sensors				Х
19.7	Motion sensor back boxes and conduit to above ceiling				х
19.10	Door contact switches				х
19.11	Door contact switches conduit to above ceiling				х
19.12	Terminal cabinets				х
19.13	Testing, startup and Cx	1			х
19.14	Site UG conduits to 5' from building	x	х		
19.15	Cabling in Site UG conduits to Campus POC & terminate				х
0.0 Au	dio Visual Systems				1
20.0	Large AV screen				х
20.1	Testing, startup and Cx				х
20.2	Back boxes and conduit to the ceiling spaces for ceiling mount AV connection/control devices				х
20.3	Data network connection at AV controller				х
20.4	AV cabling and terminations				х
20.5	White Boards (backing only)	1			х
20.6	Projectors	1			х

	Placement of TDS Gym - Scope Responsibility Matrix							
	Descriptions "Provided for reference only to clarify materials provided by the District. All other building materials are to be provided by Bid Package 5.	Site Contractors (BPs 1 - 4) Furnished	Site Contractors (BPs 1 - 4) Installed	District Provided Building Furnished	Building Contractor (BP 5) Installed			
21.0 Fire	e Alarm / Sprinkler							
21.0	Terminal Cabinets				х			
21.1	120v. power connections to power supplies and amps				х			
21.2	120v. power connection to FS Bell				х			
21.3	FS Bells				х			
21.4	FS Bell back box and conduit into ceiling space				х			
21.5	FS DDCV connections				х			
21.6	FS DDCV site UG conduit to 5' from building	х	х					
21.7	FS DDCV site UG cabling to Campus POC & terminate				х			
21.8	FS PIV connections				х			
21.9	FS PIV site UG conduit to 5' outside building	х	х					
21.10	FS PIV site UG cabling from PIV to POC & terminate				х			
21.11	Fire Sprinkler Riser in Bldg Provide (from Ames flange)			х				
21.12	Fire Sprinkler Riser in Bldg Install (from Ames flange)				х			
21.13	Test of Fire Sprinklers (flush is by site installer)				х			
21.14	FS Flow and Tamper switches as FSR				х			
21.15	FS Flow and Tamper conduit (within building)				х			
21.16	FS Flow and Tamper FA cabling (to Campus POC & terminate)				х			
21.17	Site UG Fire alarm conduits to 5' out	х	х					
21.18	Site UG Fire alarm cabling (to Campus POC & terminate)				х			
21.19	FA Annunciator				х			
21.20	FA Horns and Strobes				Х			
21.21	FA Horns and Strobes back boxes and conduit to above ceiling				х			
21.22	FA Horns and Strobes cabling				х			
21.23	FA Heat Detectors (as required by code)				х			
21.24	FA Heat Detector back boxes				Х			
21.25	FA Heat Detector conduit				Х			
21.26	FA Heat Detector cabling				Х			
21.27	FA conduit above ceilings				Х			
21.28	FA system testing and Cx				Х			
21.29	FA HVAC unit shutdown, control modules and cabling				х			
21.30	FA HVAC unit shutdown conduit only				х			

Activity ID	Activity Name	Orig Dur	Start	Finish	Cal ID
Tierra Del So	ol Middle School Gymnasium Project	302	23-Oct-20 A	07-Jan-22	Sej
r	mary and Milestones	302	23-Oct-20	07-Jan-22	
A1120	Pre-Construction Phase Duration (Cal Days)	105	23-Oct-20	04-Feb-21	7P
A1330	Total Project Duration (Cal Days)	302	23-Oct-20	07-Jan-22	5P
A1130	Construction Phase Duration (Cal Days)	337	05-Feb-21	07-Jan-22	7P
MST-1210	Bldg E Restrooms Unavailable for Use	10	22-Mar-21	02-Apr-21	5P
A1920	Spring Recess 2021 (Mon 3/22/21 Thru Fri 4/2/210)	10	22-Mar-21*	02-Apr-21	5P
A1930	Summer Break 2021 (Last Day of School Fri 6/11/211)	0	11-Jun-21		7P
A2490	Rain Days	7	28-Dec-21	07-Jan-22	5P
Pre-Construc	tion Milestones	36	30-Nov-20	25-Jan-21	5P
Pre-Construct MST-1040 MST-1070 MST-1140 Construction MST-1150 MST-1150 MST-1170 MST-1230 MST-1200 MST-1160 MST-1180 MST-1190 MST-1220 MST-9000 MST-9010	Begin Prime Contractor Bidding Process	0		30-Nov-20	5P
MST-1070	Complete Pre-Qualifications	0		23-Dec-20	5P
MST-1140	Board Meeting / Award to Prime Contractors	0		25-Jan-21	5P
Construction	Milestones	233	05-Feb-21	07-Jan-22	5P
MST-1150	Construction Phase Begins	0	05-Feb-21		5P
MST-1170	Complete Gymnasium Foundation	0		30-Mar-21	5P
MST-1230	Structural Steel Delivered	1	31-Mar-21	31-Mar-21	5P
MST-1200	Bldg E Restrooms Re-Opened for Use	0		02-Apr-21	5P
MST-1160	Complete Erect Gymnasium Building	0		27-Apr-21	5P
MST-1180	Start New Building Rough-Ins	0	20-May-21		5P
MST-1190	Dry-in Gymnasium	0		12-Jul-21	5P
MST-1220	Energize Building	0	13-Aug-21		5P
MST-9000	Beneficial Occupancy / Substantial Completion	0		24-Sep-21	5P
MST-9010	Construction Complete	0		07-Jan-22	5P
Pre-Constru	ction	64	30-Oct-20 A	04-Feb-21	
A1010	Develop Supplemental Bid Documents	14	30-Oct-20 A	18-Nov-20	5P
A1020	Public Advertisement #1	1	27-Nov-20	27-Nov-20	5P-Bid
A1530	Bid Documents Available to Bidders	1	30-Nov-20	30-Nov-20	5P
A1440	Mandatory Job Walk Option #1	1	02-Dec-20	02-Dec-20	5P
A1430	Public Advertisement #2	1	04-Dec-20	04-Dec-20	5P
A1450	Mandatory Job Walk Option #2	1	09-Dec-20	09-Dec-20	5P
A1470	Substitution Requests Due (10 Business Days Prior to Bid)	1	23-Dec-20	23-Dec-20	5P
A1540	Prequalifications Due (10 Business Days Prior to Bid)	1	23-Dec-20	23-Dec-20	5P
A1480	Bid Clarification Deadline (7 Cal Days Prior to ADD Issuance)	1	30-Dec-20	30-Dec-20	5P
A1490	Last Addendum Issuance (3 Cal Days Prior to Bid)	0	04-Jan-21	04-Jan-21	5P
A1460	Bid Date	1	07-Jan-21	07-Jan-21	5P
A1040	Bid Protest Period Expires (Minimum 5 Business Days after Bid)	5	14-Jan-21	20-Jan-21	5P
A1050	Final Bid Review Meeting @ 2 PM	1	18-Jan-21	18-Jan-21	5P
A1200	Final Board Packet Due by 2 PM (7 Calendar Days Prior to Board Mtg)	1	21-Jan-21	21-Jan-21	5P
A1510	Special Board Meeting - Award to Prime Contractors	1	28-Jan-21	28-Jan-21	5P
A1520	Prime Contracts Issued and Executed / Bonds & Ins Certs Provided	5	29-Jan-21	04-Feb-21	5P
Construction	n	281	05-Nov-20	17-Dec-21	
Long Lead ar	nd Critical Submittals & Procurement	115	05-Feb-21	19-Jul-21	5P
Modus Subn	nittals & Procurement	115	05-Feb-21	19-Jul-21	5P
Building Stru	cture Submittals & Procurement	15	05-Feb-21	25-Feb-21	5P
A1940	Prepare & Submit Building Strucure Submittals	5	05-Feb-21	11-Feb-21	5P
	r repaire et e abrint Danaing et abaite e abrintate				
A1950	Review & Approve Building Strucure Submittals	5	12-Feb-21	18-Feb-21	5P
A1950 A1370	-	5 5	12-Feb-21 19-Feb-21	18-Feb-21 25-Feb-21	5P 5P
A1950 A1370 Building Mec	Review & Approve Building Strucure Submittals				
A1370	Review & Approve Building Strucure Submittals Procure Building Structure Materials & Fabricate Structure	5	19-Feb-21	25-Feb-21	5P

Balfour Beatty

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Tierra Del Sol Middle School Gymnasium Project **BID SCHEDULE**

Page: 1 of 4

Start Date: 02-Sep-20 Finish Date: 07-Jan-22 Data Date: 06-Oct-20

Planned Tasks ٠ Milestone

Executive Summary



vity ID	Activity Name	Orig Dur	Start	Finish	Cal ID	2021
A1380	Procure Building Mechanical Equipment	5	26-Feb-21	04-Mar-21	5P	Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec □ Procure Building Mechanical Equipment □ Procure Building Mechanical Equipment □ <td< th=""></td<>
	ectrical Equipment & Fixture Submittals & Procurement	105	19-Feb-21	19-Jul-21	5P	
A1980	Prepare & Submit Building Electrical Equipment & Fixture Submittals	15	19-Feb-21	11-Mar-21	5P	Prepare & Submit Building Electrical Equipment & Fixtu
A1990	Review & Approve Building Electrical Equipment & Fixture Submittals	10	12-Mar-21	25-Mar-21	5P	Review & Approve Building Electrical Equipment & Fi
A2000	Procure Building Electrical Equipment & Fixtures	80	26-Mar-21	19-Jul-21	5P	Procure Building Electrical Eq
Bld E Restr	room Partition Submittals & Procurement	35	05-Feb-21	25-Mar-21	5P	
A2200	Prepare & Submit Bld E Restroom Partition Submittals	10	05-Feb-21	18-Feb-21	5P	Prepare & Submit Bld E Restroom Partition Submittals
A1220	Review & Approve Bld E Restroom Partition Submittals	10	19-Feb-21	04-Mar-21	5P	Review & Approve Bld E Restroom Partition Submittals
A2190	Procure Bld E Restroom Partition Materials	15	05-Mar-21	25-Mar-21	5P	Procure Bld E Restroom Partition Materials
Site Plumb	ing Submittals & Procurement	20	05-Feb-21	04-Mar-21	5P	
A2010	Prepare & Submit Site & Bld E Plumbing Submittals	5	05-Feb-21	11-Feb-21	5P	Prepare & Submit Site & Bld E Plumbing Submittals
A2020	Review & Approve Site & Bld E Plumbing Submittals	10	12-Feb-21	25-Feb-21	5P	Review & Approve Site & Bld E Plumbing Submittals
A1400	Procure Site & Bld E Plumbing Materials	5	26-Feb-21	04-Mar-21	5P	Procure Site & Bld E Plumbing Materials
Site Electric	cal Submittals & Procurement	20	26-Feb-21	25-Mar-21	5P	
A1390	Prepare & Submit Site & Bld E Electrical Submittals	5	26-Feb-21	04-Mar-21	5P	Prepare & Submit Site & Bld E Electrical Submittals
A1410	Review & Approve Electrical Coordinaiton Study	5	05-Mar-21	11-Mar-21	5P	Review & Approve Electrical Coordinaiton Study
A2030	Review & Approve Submittals for Site & Bld E Electrical	10	05-Mar-21	18-Mar-21	5P	Review & Approve Submittals for Site & Bld E Electric
A1210	Procure Materials for Site & BId E Electrical	5	19-Mar-21	25-Mar-21	5P	Procure Materials for Site & Bld E Electrical
Administrati		276	05-Nov-20	10-Dec-21	5P	
A2400	GPR Locating and Mapping	10	05-Nov-20	18-Nov-20	5P	GPR Locating and Mapping
A1060	City Provides Offsite POC for New Fireline	2	24-Nov-20	25-Nov-20	5P	City Provides Offsite POC for New Fireline
A1790	Mobilize Temp Fence, Office, Etc	3	10-Feb-21	12-Feb-21	5P	Mobilize Temp Fence, Office, Etc
A2050	Demobilize Office, Temp Fence, Etc	5	06-Dec-21	10-Dec-21	5P	
Sitework		221	05-Feb-21	17-Dec-21	01	
A1610	Protect Well Pump House & Storage Tanks SITE	1	05-Feb-21	05-Feb-21	5P	Protect Well Pump House & Storage Tanks SITE
A1340	Layout & Potholing to Verify Existing U/G SITE	3	05-Feb-21	09-Feb-21	5P	Layout & Potholing to Verify Existing U/G SITE
A1800	Set up Temporary Power & Water	3	05-Feb-21	09-Feb-21	5P	Set up Temporary Power & Water
A1590	Install Temporary Power to Well Pump House SITE	3	08-Feb-21	10-Feb-21	5P	Install Temporary Power to Well Pump House SITE
A1780	Install SWPPP / BMPs SITE	3	08-Feb-21	10-Feb-21	5P	Install SWPPP / BMPs SITE
A1070	Survey & Earthwork at New Building SITE	5	19-Feb-21	25-Feb-21	5P	Survey & Earthwork at New Building SITE
A2380	Certify Pad SITE	1	26-Feb-21	26-Feb-21	5P	Certify Pad SITE
A1080	Survey, Demo, & Earthwork at New Firelane SITE	7	26-Feb-21	08-Mar-21	5P	Survey, Demo, & Earthwork at New Firelane SITE
A1320	Install Subgrade for Flatwork SITE	6	22-Mar-21	29-Mar-21	5P	Install Subgrade for Flatwork SITE
A1550	Install Base & Site Concrete Flatwork SITE	12	30-Mar-21	14-Apr-21	5P	Install Base & Site Concrete Flatwork SITE
A1350	Striping and Site Signage SITE	3	21-Apr-21	23-Apr-21	5P	Striping and Site Signage SITE
A1760	Irrigation, Soil Prep, & Landscaping SITE	20	26-Apr-21	21-May-21	5P	Irrigation, Soil Prep, & Landscaping SITE
A1700	Remove BMPs SITE	5	17-May-21	21-May-21 21-May-21	5P	Remove BMPs SITE
A2060	Remove Temporary Power & Water	3	24-May-21	26-May-21	5P	Remove Temporary Power & Water
A2000	Final Fine Grading SITE	1	24-101ay-21 29-Nov-21	20-101ay-21 29-Nov-21	5P	I Fina
A1020 A2040	Site Punchlist & Corrections SITE	10	06-Dec-21	17-Dec-21	5P	
	ground Utilities	133	12-Feb-21	19-Aug-21	5P	
A1190	Survey & Re-Route Existing 36" Storm Drain U/G	5	12-Feb-21 12-Feb-21	19-Aug-21 18-Feb-21	5P	Survey & Re-Route Existing 36" Storm Drain U/G
A1190					5P	Survey Site Underground Utilities U/G
	Survey Site Underground Utilities U/G	5	26-Feb-21 08-Mar-21	04-Mar-21	-	Install Fireline Onsite to City POC U/G
A1300	Install Fireline Onsite to City POC U/G	5		12-Mar-21	5P	Install New Storm Drain Lateral Lines U/G
A1290	Install New Storm Drain Lateral Lines U/G	5	15-Mar-21	19-Mar-21	5P	 Instant New Storm Drain Lateral Lines Old Extend Existing Gas, Water, and Sewer to New Building
A1310	Extend Existing Gas, Water, and Sewer to New Building & Patchback AC U/G	5	15-Mar-21	19-Mar-21	5P	Connect Fireline to City POC U/G
A1420	Connect Fireline to City POC U/G	5	15-Mar-21	19-Mar-21	5P	Flush Fireline U/G
A1560	Flush Fireline U/G	5	22-Mar-21	26-Mar-21	5P	Install Catch Basins U/G
A1570	Install Catch Basins U/G	5	22-Mar-21	26-Mar-21	5P	
A1810	Connect Gas, Water, Sewer, & SD to New Building U/G	5	22-Mar-21	26-Mar-21	5P	 Connect Gas, Water, Sewer, & SD to New Building Site Electrical Underground Elect / LV Conduits & F
A1820	Site Electrical Underground Elect / LV Conduits & Pull Boxes U/G	5	26-Mar-21	01-Apr-21	5P	
A2080	Pull Elect / LV Feeders & Cables to New Building and Terminate to POC U/G	4	13-Jul-21	16-Jul-21	5P	Pull Elect / LV Feeders & Cabl

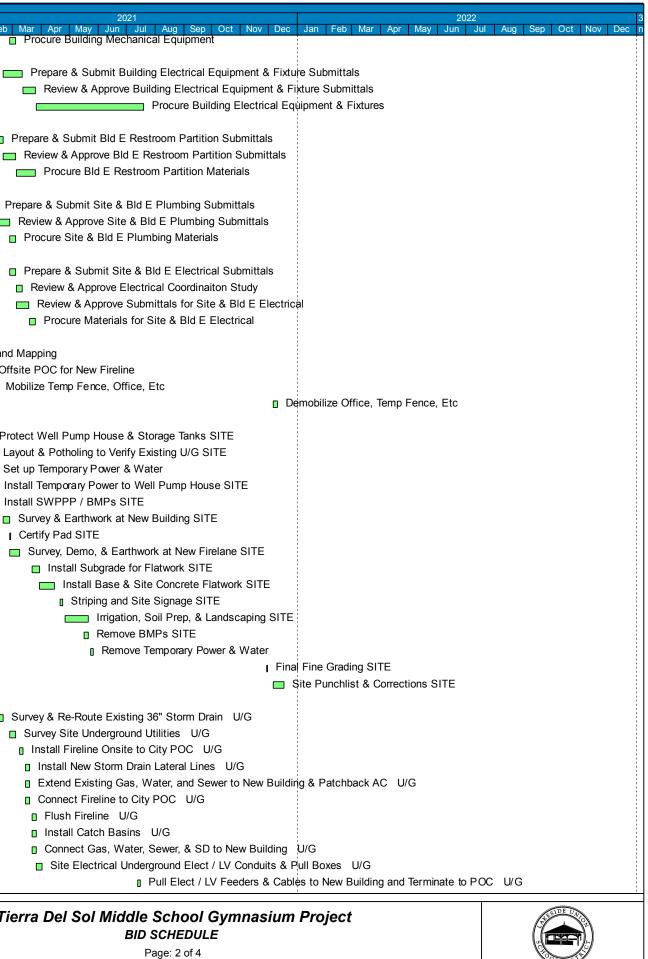
Connect Gas, Water, Sewer, & SD to New Building U/G Site Electrical Underground Elect / LV Conduits & Pull Boxes U/G Tierra Del Sol Middle School Gymnasium Project **BID SCHEDULE**

Page: 2 of 4

Start Date: 02-Sep-20 Finish Date: 07-Jan-22 Data Date: 06-Oct-20

Planned Tasks ٠ Milestone

Balfour Beatty Studiowc



A 1600 Transition to Permanent Power to Weil Pump House: UIG 5 13 Aug.21 19 Aug.21 SP Oct More Ref Ref <th>Activity ID</th> <th>Activity Name</th> <th>Orig</th> <th>Start</th> <th>Finish</th> <th>Cal ID</th> <th>2021</th>	Activity ID	Activity Name	Orig	Start	Finish	Cal ID	2021
Marcine Marcel			Dur				Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec
Atto: Instit GP Wats # TRELAKE 14 0 #Atta: 2 Struct 3 Struct 3 <thstruct 3<="" th=""> Struct 3 Struct 3</thstruct>		•		-	-	5P	□ Transition to Permanent
Arrow Core New Core Netwine at PRELANE 6 2 # Advect 170 Arrow Core New Core New Core New List PRELANE 6 2 # Advect 170 Arrow Name Core Core Core New Core New List PRELANE 7 0 # Advect 170 Arrow Name Core Core Core New Core New List PRELANE 4 0 # Advect 170 Arrow Name Core Core Core New Core New List PRELANE 4 12 Advect 170 Arrow Name Core Advector New List PRELANE 4 12 Advect 170 Arrow Name Core New Core New List PRELANE 6 14 Advector New List New Ster Num 10 Name Core New Core New List New Ster Num Arrow Name Core New Core New List PRELANE 10 Advector New Ster Num 10 Name Core New Core New List New Ster Num Arrow Name Core New Core New List PRELANE 10 Advector New Core New List New Ster Num 10 Name Core New Core New List New Ster Num Arrow Name Core New Core New List New Ster Num 10 Name Core New Core New List New Ster Num 10 Name Core New Core New List New Ster Num 10 Name Core New Core New Core New Num 10 Name Core Num Arrow Num Num Num Name Core Num <t< td=""><td></td><td></td><td>34</td><td></td><td>· · · · · · · · · · · · · · · · · · ·</td><td></td><td></td></t<>			34		· · · · · · · · · · · · · · · · · · ·		
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Artsol Artsol Solution Solution <th< td=""><td>A1170</td><td></td><td>5</td><td>14-Apr-21</td><td></td><td>5P</td><td></td></th<>	A1170		5	14-Apr-21		5P	
Proceeding of Restances (4) 15 2.54/mic.21 0.94/mic.21 0.92 A1000 Controls & Subgey Puriting Fluxues BLOD E 1 2.54/mic.21 2.34/mic.21 0.92 A1000 Demotion (Particine & Accessions) BLOD E 2 2.54/mic.21 2.34/mic.21 0.92 A1004 Adjust Sim Rough Inst. BLOD E 2 2.54/mic.21 2.34/mic.21 0.92 A1004 Adjust Sim Rough Inst. BLOD E 2 2.54/mic.21 0.92 0.92 A1004 Adjust Sim Rough Inst. BLOD E 2 2.54/mic.21 0.92 0.92 A1006 Finatelino / Patchask Mill A Front BLDG E 1 0.14/mic.21 0.92 0.14/mic.21 0.92 A1010 Finatelino / Patchask BLOS E 1 0.14/mic.21 0.92 0.92 0.92 1 Total Patticines & Accessories BLOS E 1 0.94/mic.21 0.92 1 Total Patticines & Accessories BLOS E 1 0.94/mic.21 0.92 1 Total Patticines & Accessories BLOS E 1 1.94/mic.21 0.94/mic.21 92 1 Total Patticines & Accessor	A2100	Install Pipe Gate at Acacia St. / FIRELANE	5	14-Apr-21	20-Apr-21	5P	
Artigo Deriver & Salvage Plunting Fluxes BLOD E 1 22 Mun-21 22 Mun-21 32 Plunting Fluxes BLOD E Artigo Deriver & Accessions BLOD E 2 22 Mun-21 32 Mun-21 6P Artigo Deriver & Accessions BLOD E 2 22 Mun-21 32 Mun-21 6P Artigo Deriver & Accessions BLOD E 2 22 Mun-21 6P Artigo Deriver & Particing Accessions BLOD E 2 24 Mun-21 6P Artigo Deriver & Particing Accessions BLOD E 3 29 Mun-21 6P Artigo Deriver & Particing Accessions BLOD E 1 01 App-21 0P Artigo Deriver & Mark Rog IVs BLOS E 1 01 App-21 0P Artigo Deriver & Mark Rog IVs BLOS E 1 02 App-21 0P Artigo Deriver & Mark Rog IVs BLOS E 1 02 App-21 0P Artigo Deriver & Mark Rog IVS BLOS E 1 02 App-21 0P Artigo Deriver Mark Rog IVS BLOS E 1 02 App-21 0P Artigo	A1280	Asphalt Final Lift at FIRELANE	3	21-Apr-21	23-Apr-21	5P	Asphalt Final Lift at FIRELANE
Artson Demonstron (particlose 8.4 Accessories) BLOG E 2 2.2 Marc21 29 Artson Reverse Doors Cocksones Rems (2) BLOG E 2 2.2 Marc21 29 Artson Market Doors Cocksones Rems (2) BLOG E 2 2.2 Marc21 29 Artson Intellit New Backing BLOG E 2 2.2 Marc21 29 Artson Intellit New Backing BLOG E 1 2.4 Marc21 29 Artson Intellit New Backing BLOG E 1 3.4 Marc21 29 Artson Intellit New Backing BLOG E 1 3.4 Marc21 29 Artson Intellit New Backing BLOG E 1 3.4 Marc21 29 Artson Intellit New Backing BLOG E 1 3.4 Marc21 29 Artson Intellit New Backing BLOG E 1 3.4 Marc21 29 Artson Intellit New Backing BLOG E 1 3.4 Marc21 29 Artson Intellit New Backing BLOG E 1 3.4 Marc21 29 Artson Intelit New Backing BLOG E 1	Remodel Bl	d E Restrooms (4)	15	22-Mar-21	09-Apr-21	5P	
Art/10 Revese Doors in Caches R fms (2) BLO2 2 22 Adm-21 29 Art/20 Adph Sink Rught Fink Rught Sink Rught Fins BLO3 E 2 23 Adm-21 29 Art/20 Adph Sink Rught Fink Rught Sink Rught Find 2 23 Adm-21 29 Art/20 Find Chain BLO3 E 2 23 Adm-21 29 Art/20 Find Chain BLO3 E 3 20 Adm-21 29 Art/20 Find Chain BLO3 E 1 3 3 4 Art/20 Find Chain BLO3 E 1 0 4 20 1 <td>A1690</td> <td>Remove & Salvage Plumbing Fitxures BLDG E</td> <td>1</td> <td>22-Mar-21</td> <td>22-Mar-21</td> <td>5P</td> <td></td>	A1690	Remove & Salvage Plumbing Fitxures BLDG E	1	22-Mar-21	22-Mar-21	5P	
Artend Adjust Stank Rangehres BLOG E 2 2 Admontant Provide and Comparison BLOG E 1 Adjust Stank Rangehres BLOG E 1 Distance 1 Stank Rangehres BLOG E	A1630	Demolition (Partitions & Accessories) BLDG E	2	22-Mar-21	23-Mar-21	5P	Demolition (Partitions & Accessories) BLDG E
Arteron Install Rev Backing BLDE E 2 2 4 Aug.21 2 5 Mar.21 5 F Arteron Install Rev Backing BLDE E 4 2 5 Mar.21 5 F Arteron Install Rev Backing BLDE E 3 2 5 Mar.21 5 F Arteron Install Rev Backing BLDE E 1 3 Hanz 21 5 F Arteron Install Rev Backing BLDE E 1 0 Hanz 21 5 F Arteron Install Rev Backing BLDE E 1 0 Hanz 21 5 F Arteron Install Rev Backing BLDE E 1 0 Hanz 21 5 F Arteron Install Rev Backing BLDE E 1 0 Hanz 21 5 F Arteron Install Rev Backing BLDE E 1 0 Hanz 21 5 F Arteron Install Rev Backing BLDE E 1 0 Hanz 21 5 F Arteron Install Rev Backing BLDE E 1 0 Hanz 21 5 F Arteron Install Rev Carbo BLDE E 1 0 Hanz 21 5 F Arteron Install Rev Carbo BLDE E 1 0 Hanz 21 5 F	A1700	Reverse Doors in Coaches R Rms (2) BLDG E	2	22-Mar-21	23-Mar-21	5P	Reverse Doors in Coaches R Rms (2) BLDG E
Art70 Insulator / Patchask Wild Prime & Patribub C E 4 2 SAmu21 30 Mar21 50 F Art70 Patchask Wild Rever The Bort The BLOG E 3 2 Samu21 31 Mar21 51 F Art80 Signage BLOG E 1 01 Apr21 01 Apr21 <t< td=""><td>A1640</td><td>Adjust Sink Rough-Ins BLDG E</td><td>2</td><td>23-Mar-21</td><td>24-Mar-21</td><td>5P</td><td>Adjust Sink Rough-Ins BLDG E</td></t<>	A1640	Adjust Sink Rough-Ins BLDG E	2	23-Mar-21	24-Mar-21	5P	Adjust Sink Rough-Ins BLDG E
At 180 Patchask Walk A Proof Tile BLOG E s 29 Mar/21 31 Mar/21 32 Mar/21 31 Mar/21 31 Mar/21 32 Mar/21 31 Mar/21 32 Mar/21 31 Mar/21 32 Mar/21 <td>A1660</td> <td>Install New Backing BLDG E</td> <td>2</td> <td>24-Mar-21</td> <td>25-Mar-21</td> <td>5P</td> <td>I Install New Backing BLDG E</td>	A1660	Install New Backing BLDG E	2	24-Mar-21	25-Mar-21	5P	I Install New Backing BLDG E
A 1680 Signage BLDG E 1 31 Mar 21 32 Mar 21 31 Mar 21 32 M	A1670	Insulation / Patchback Drywall / Prime & Paint BLDG E	4	25-Mar-21	30-Mar-21	5P	Insulation / Patchback Drywall / Prime & Paint BLDG
A1910 Remstall Function & Accessories BLDG E 1 01-Apr.21 01-Apr.21 09 A1710 Toilet Pattions & Accessories BLDG E 2 01-Apr.21 07-Apr.21 9P A1710 Toilet Pattions & Accessories BLDG E 2 01-Apr.21 07-Apr.21 9P A1730 Punch List & Corrections BLDG E 5 06-Apr.21 07-Apr.21 9P A1730 Punch List & Corrections BLDG E 5 06-Apr.21 08-Apr.21 09-Apr.21 9P A2130 Layout & Saw Cut for Demoltion at ADA PARKINS 1 12-Amr.21 22-Amr.21 5P A2130 Demoltion of Existing at ADA PARKINS 2 22-Amr.21 22-Amr.21 5P A2100 Patchiask Asphat at ADA PARKINS 2 22-Amr.21 5P 1 Imatal New Cuts & Rams at ADA PARKINS A2100 Patchiask Asphat at ADA PARKINS 2 22-Amr.21 5P 9P 1 Singrage at ADA PARKINS 1 1-Amr.21 1-Amr.21 9P 1 Singrage at ADA PARKINS 1 1-Amr.21 1-Amr.21 5P 1-Amr.21 5P 1-Amr.21 5P 2-Amr.21 5	A1180	Patchback Wall & Floor Tile BLDG E	3	29-Mar-21	31-Mar-21	5P	Patchback Wall & Floor Tile BLDG E
A 1710 Totel Fautions & Accessiones BLIDG E 2 01-Apr21 02-Apr21 02-B A 1720 Find Class ILDG E 1 02-Apr21 02-Apr21 02-B A 1720 Purch List & Corrections BLIDG E 5 05-Apr21 02-Apr21 02-Apr21 02-B A 1730 Purch List & Corrections BLIDG E 5 05-Apr21 02-Apr21 02-Apr21 02-B A 1730 Demolition of Existing ALDA PARKING 4 16-Marc21 22-Marc21 22-Marc2	A1680	Signage BLDG E	1	31-Mar-21	31-Mar-21	5P	I Signage BLDG E
A1720 Find Cleam BLOG E 1 02.4pc21 09 A1730 Punch List & Corrections BLOG E 5 05.4pc21 09.4pc21 5P A2130 Layout & Saw Cut for Demolition at ADA PARKINS 4 15.4mc21 02.4mc21 5P A2130 Sam Catters Begins ADA PARKINS 1 22.4mc21 22.4mc21 5P A2130 Demolition of Listing at ADA PARKINS 2 22.4mc21 23.4mc21 5P A2140 Patchack Asphalt at ADA PARKINS 2 22.4mc21 23.4mc21 6P A2130 Final Recent Segins ADA PARKINS 2 22.4mc21 25.4mc21 6P A2140 Patchack Asphalt at ADA PARKINS 2 22.4mc21 25.4mc21 6P A2130 Punchist & Corrections at ADA PARKINS 2 32.4mc21 6P 1 1.5toc21 6P A1160 Install Noc Cutts & Samy at ADA PARKINS 2 32.4mc21 6P 1 1.5toc21 6P A1160 Install NoceCutts & Concuts and Ames Fire Sweep to 4° FF BLDG 4 02.4mc21 6P 1 1.5toc21 6P 1 1.5toc22	A1910	Reinstall Plumbing Fixtures BLDG E	1	01-Apr-21	01-Apr-21	5P	Reinstall Plumbing Fixtures BLDG E
A 1720 Find Gean BLDG E 1 02 Apr21 6P A 1720 Punch List & Corrections BLDG E 5 05 Apr21 06 Apr21 6P A 2130 Layout & Saw Cut for Denoition at ADA PARKINS 4 16 Marz 21 08 Apr221 6P A 2130 Dama Structure BLDG E 5 05 Apr21 02 Apr221 6P A 2130 Dama Structure BLDG 1 22 Mar21 22 Mar21 2P A 2100 Dama Structure BLDG 2 22 Mar21 23 Mar21 20 Mar21 2P A 2100 Dama Structure BLDG 2 22 Mar21 23 Mar21 30 Mar21 5P A 2100 Dama Structure BLDG 2 29 Mar21 30 Mar21 5P A 2100 Dama Structure BLDG 1 01 Mar21 01 Mar21 6P A 1100 Dama Structure BLDG 1 01 Mar21 01 Mar21 6P A 11560 Instail Moercurks Asphalt ADA PARKING 2 32 Mar21 05 P A 2280 Survey Building ELDG 1 01 Mar21 01 Mar21 6P A 11560 Instail Moercurks Asp	A1710	Toilet Partitions & Accessories BLDG E	2	01-Apr-21	02-Apr-21	5P	I Toilet Partitions & Accessories BLDG E
AT33 Punch List & Corrections BLDG E 5 05 Apr/21 5P ADA Parking Upgrades 18 16 Mar/21 05 Apr/21 5P A213 Spring Recess Begins ADA PARKING 1 22 Mar/21 22 Mar/21 5P A2130 Spring Recess Begins ADA PARKING 1 22 Mar/21 22 Mar/21 5P A2130 Demolition of Exiting at ADA PARKING 2 22 Mar/21 25 Mar/21 5P A2140 Install More Stating at ADA PARKING 2 23 Mar/21 26 Mar/21 5P A2130 String at ADA PARKING 2 31 Mar/21 06 Apr/21 5P A2160 Punchilist & Corrections at ADA PARKING 2 31 Mar/21 06 Apr/21 5P A2160 Punchilist & Corrections at ADA PARKING 2 31 Mar/21 06 Apr/21 5P A2300 Survey Building BLDG 1 01 Mar/21 06 Apr/21 5P A2300 Survey Building BLDG 1 01 Mar/21 06 Apr/21 5P A14500 Install Undestato Conduits and Ames Fire S	A1720	Final Clean BLDG E	1	02-Apr-21	02-Apr-21	5P	Final Clean BLDG E
A 2130 Layout & Saw Cut for Demolition at ADA PARKING 4 164-March 224-March 6P A 2120 Spring Recess Begins ADA PARKING 1 224-March 6P A 2120 Demolition of Exiting at ADA PARKING 1 224-March 6P A 2130 Demolition of Exiting at ADA PARKING 2 24-March 6P A 2140 Install New Curbs & Ramps at ADA PARKING 2 24-March 6P A 2140 Patchback Asphalt at ADA PARKING 2 34-March 6P A 2140 Punchite & Corrections at ADA PARKING 2 34-March 6P A 2140 Punchite & Corrections at ADA PARKING 2 34-March 6P A 2160 Striping & Signage at ADA PARKING 2 34-March 6P A 2160 Install Indestab Conduits and Ame S Fire Sweep to +6° FF BLDG 1 01-March 5P A 1600 Install Indestab Conduits and Ames Fire Sweep 6P 9 9 9 A 2240 Period Building Functions BLDG 10 28-Aprch 10 -March 5P <td>A1730</td> <td>Punch List & Corrections BLDG E</td> <td>5</td> <td>05-Apr-21</td> <td>09-Apr-21</td> <td>5P</td> <td>Punch List & Corrections BLDG E</td>	A1730	Punch List & Corrections BLDG E	5	05-Apr-21	09-Apr-21	5P	Punch List & Corrections BLDG E
A 2130 Layout & Saw Cut for Demolition at ADA PARKING 4 164-March 224-March 6P A 2120 Spring Recess Begins ADA PARKING 1 224-March 6P A 2120 Demolition of Exiting at ADA PARKING 1 224-March 6P A 2130 Demolition of Exiting at ADA PARKING 2 24-March 6P A 2140 Install New Curbs & Ramps at ADA PARKING 2 24-March 6P A 2140 Patchback Asphalt at ADA PARKING 2 34-March 6P A 2140 Punchite & Corrections at ADA PARKING 2 34-March 6P A 2140 Punchite & Corrections at ADA PARKING 2 34-March 6P A 2160 Striping & Signage at ADA PARKING 2 34-March 6P A 2160 Install Indestab Conduits and Ame S Fire Sweep to +6° FF BLDG 1 01-March 5P A 1600 Install Indestab Conduits and Ames Fire Sweep 6P 9 9 9 A 2240 Period Building Functions BLDG 10 28-Aprch 10 -March 5P <td>ADA Parkin</td> <td>g Upgrades</td> <td>18</td> <td>16-Mar-21</td> <td>08-Apr-21</td> <td>5P</td> <td></td>	ADA Parkin	g Upgrades	18	16-Mar-21	08-Apr-21	5P	
A 2120 Spring Recess Begins ADA PARKING 1 22.Mar/21 22.Mar/21 22.Mar/21 92.Mar/21 92.Mar/21 <td></td> <td></td> <td>4</td> <td>16-Mar-21</td> <td></td> <td>5P</td> <td>Layout & Saw Cut for Demolition at ADA PARKING</td>			4	16-Mar-21		5P	Layout & Saw Cut for Demolition at ADA PARKING
A2000 Demolition of Existing at ADA PARKING 2 22.4mar/21 23.4mar/21 26.4mar/21 5P A2110 Install New Curbs & Ramps at ADA PARKING 3 24.4mar/21 26.4mar/21 5P A2140 Patchback Asphalt at ADA PARKING 2 29.4mar/21 30.4mar/21 5P A2160 Striping & Signage at ADA PARKING 2 31.4mar/21 01.4mar/21 5P A2160 Punchlist & Corrections at ADA PARKING 2 31.4mar/21 10.4mar/21 5P A2160 Striping & Signage at ADA PARKING 2 31.4mar/21 10.4mar/21 5P A2160 Install Understalo Conduits and Ames Fire Sweep to +6" FF BLDG 1 01.4mar/21 30.4mar/21 5P A1000 Building Foundations BLDG 1 01.4mar/21 30.4mar/21 5P A1200 Evert Building Structure Steel BLDG 5 24.4mar/21 30.4mar/21 5P A1200 Evert Building Structure BLOG 1 01.4mar/21 30.4mar/21 5P A1200 Evert Building Structure BLOG 16 28.4mar/21 30.4mar/21 5P A1200 E		Spring Recess Begins ADA PARKING	1		22-Mar-21	5P	Spring Recess Begins ADA PARKING
A 2110 Install New Curbs & Ramps at ADA PARKING 3 24-Mar-21 25-Mar-21 30-Mar-21 5P A 2140 Patchback Asphalt at ADA PARKING 2 29-Mar-21 30-Mar-21 5P A 2160 Punchlist & Corrections at ADA PARKING 2 31-Mar-21 0P 6P A 2160 Punchlist & Corrections at ADA PARKING 2 31-Mar-21 0P 6P A 2160 Punchlist & Corrections at ADA PARKING 5 02-Apr-21 08-Apr-21 6P A 2160 Install Understab Conduits and Ames Fire Sweep to +6" FF BLDG 1 01-Mar-21 6P A 1600 Install Understab Conduits and Ames Fire Sweep to +6" FF BLDG 4 02-Mar-21 09-Mar-21 6P A 1600 Install Understab Conduits and Ames Fire Sweep to +6" FF BLDG 4 02-Mar-21 30-Mar-21 6P M 1724 Deliver & Undead Structural Steel BLDG 5 02-Mar-21 30-Mar-21 6P A 1200 Erect Building Foundations BLDG 10 22-Apr-21 13-Mar-21 6P A 1200 Light Gauge Metal Framing BLDG 16 28-Apr-21 11-Mar-21 6P <			2		23-Mar-21		Demolition of Existing at ADA PARKING
A2140 Patchback Asphalt at ADA PARKING 2 29.Mar-21 30.Mar-21 5P A2150 Striping & Signage at ADA PARKING 2 31.Mar-21 01.Apr-21 5P A2160 Punchits & Corrections at ADA PARKING 2 31.Mar-21 01.Apr-21 5P A2160 Funchits & Corrections at ADA PARKING 2 30.Mar-21 16-Dec-21 6F A2160 Funchits & Corrections at ADA PARKING 2 01.Mar-21 16-Dec-21 6F A2300 Survey Building BLDG 1 01.Mar-21 16-Dec-21 5F A1000 Building Foundations BLDG 20 03.Mar-21 30.Mar-21 5P A1000 Building Foundations BLDG 20 03.Mar-21 30.Mar-21 5P A1200 Erect Building Structure BLDG 4 02.Mar-21 15.Mar-21 5P A1200 Lipt Cauge Metal Framing BLDG 10 28.Apr-21 15.Mar-21 5P A1200 Lipt Cauge Metal Framing BLDG 16 28.Apr-21 16.Mar-21 5P A1200 Insulation & Drywall BLDG 18 20.Mar-21 15.Jur-21 <		-					Install New Curbs & Ramps at ADA PARKING
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2022 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Power to Well Pump House U/G IRELANE ANE LANE ĠΕ FF BLDG s BLDG Install Ductwork on Roof BLDG nge BLDG minate Electrical Feeders BLDG om BLDG & Wall Panels in Gym BLDG Project



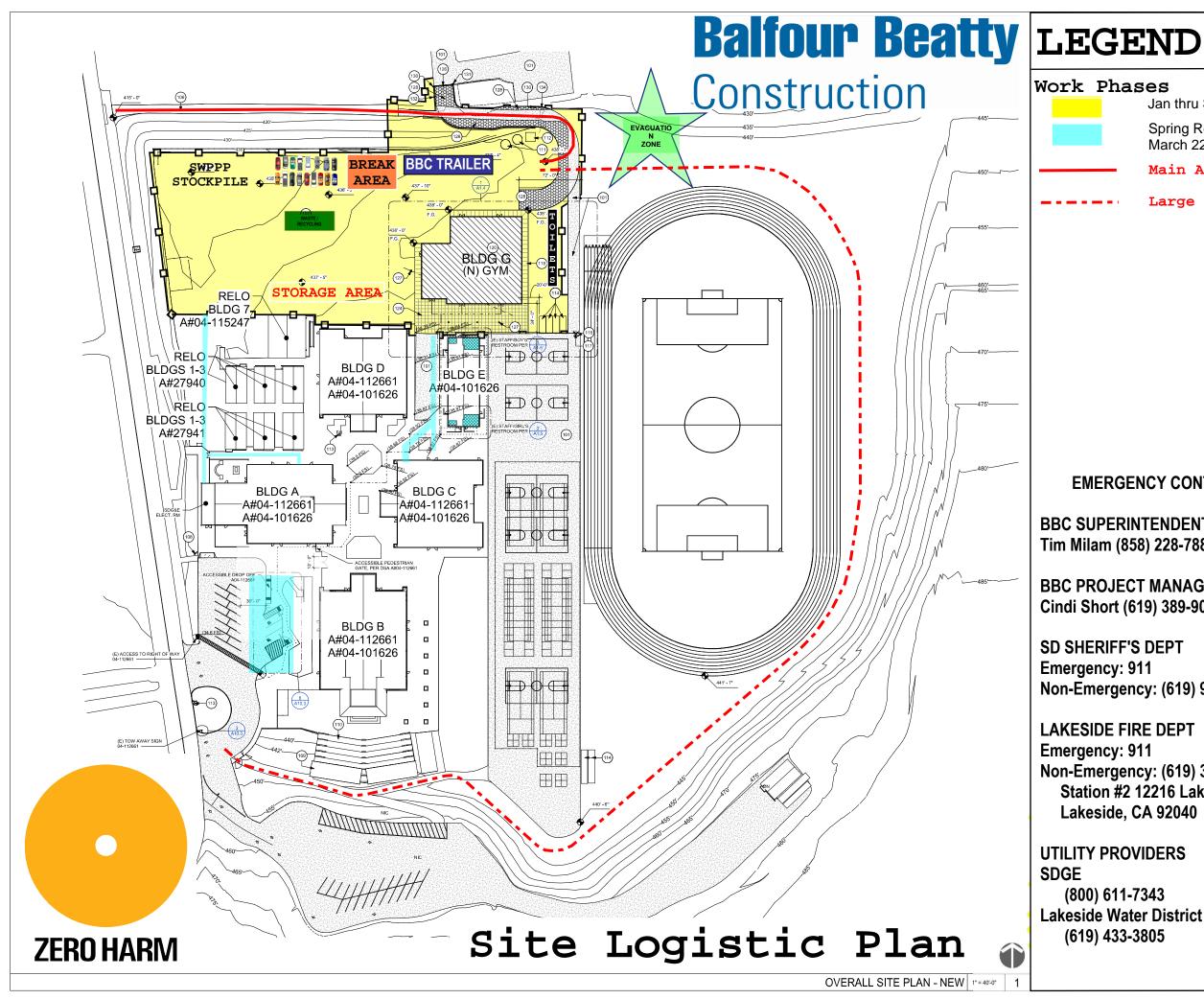
ctivity ID	Activity Name	Orig Dur	Start	Finish	Cal ID	2021
		Dui				Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec J
A2230	Fire Sprinkler Finishes BLD	2	12-Aug-21	13-Aug-21	5P	Fire Sprinkler Finishes BLD
A2430	Lights & Registers in Grid Ceiling at Weight Room BLDG	3	13-Aug-21	17-Aug-21	5P	Lights & Registers in Grid C
A2410	Fire Sprinkler Drops & Heads BLDG	4	18-Aug-21	23-Aug-21	5P	Fire Sprinkler Drops & Heat
A2240	Install Ceiling Tiles in Grid Ceiling Weight Room BLDG	2	24-Aug-21	25-Aug-21	5P	I Install Ceiling Tiles in Grid
A2300	Install Basketball Structures & Ceiling Fan BLDG	8	30-Aug-21	09-Sep-21	5P	🗖 Install Basketball Struc
A2360	Install FRL Panels on Walls BLDG	14	30-Aug-21	17-Sep-21	5P	Install FRL Panels or
A2370	Scoreboard Install BLDG	1	20-Sep-21	20-Sep-21	5P	Scoreboard Install B
A2440	Electrical Trim Out and Finishes BLDG	1	20-Sep-21	20-Sep-21	5P	I Electrical Trim Out a
A2470	Set T-Stats & HVAC Fiinshes BLDG	1	20-Sep-21	20-Sep-21	5P	I Set T-Stats & HVAC
A2220	Fire Alarm Finishes BLDG	2	20-Sep-21	21-Sep-21	5P	I Fire Alarm Finishes
A1100	Pull Data & Comm Cabling & Build-out IDF BLDG	8	20-Sep-21	29-Sep-21	5P	Pull Data & Comm
A2480	Install Lighting Controls BLDG	1	21-Sep-21	21-Sep-21	5P	I Install Lighting Contr
A2250	Install & Program HVAC Controls BLDG	2	21-Sep-21	22-Sep-21	5P	∎ Install & Program H
A2260	Start up HVAC & Acclimate BLDG	3	23-Sep-21	27-Sep-21	5P	Start up HVAC & A
A2450	Data & Comm Finishes BLDG	1	30-Sep-21	30-Sep-21	5P	I Data & Comm Fini
A2270	Install Gym Flooring BLDG	22	12-Oct-21	10-Nov-21	5P	Install Gym
A2280	Install remainder of Flooring in BLDG	3	11-Nov-21	15-Nov-21	5P	□ Install ren
A2310	Gym Floor Finishing & Striping BLDG	10	11-Nov-21	24-Nov-21	5P	🔲 Gym Flo
A2290	Bleacher Installation BLDG	5	29-Nov-21	03-Dec-21	5P	Bleact
A1740	Final Clean Building BLDG	4	06-Dec-21	09-Dec-21	5P	🛛 🗍 🗍 🗍 🗍 Final
A1750	Building Punch List & Corrections BLDG	4	10-Dec-21	15-Dec-21	5P	🗖 Buil
Final Insp	ections, Tests & Project Close-Out	67	21-Sep-21	27-Dec-21	5P	
A1900	Final Test Electrical Systems	4	21-Sep-21	24-Sep-21	5P	Final Test Electrical
A1840	Fire Sprinkler System Final Test & Inspections	4	22-Sep-21	27-Sep-21	5P	Fire Sprinkler System
A1890	Fire Alarm Final Testing	4	22-Sep-21	27-Sep-21	5P	Fire Alarm Final Te
A1850	Commission HVAC	12	28-Sep-21	13-Oct-21	5P	Commission HV
A1870	Test Lighting Controls	6	30-Sep-21	07-Oct-21	5P	Test Lighting Con
A1860	Test Data & Comm System	4	01-Oct-21	06-Oct-21	5P	Test Data & Com
A1880	Architect & Owner Final Acceptance Walk & Corrections	5	20-Dec-21	27-Dec-21	5P	

Start Date: 02-Sep-20 Finish Date: 07-Jan-22 Data Date: 06-Oct-20

2022 Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec id Ceiling at Weight Room BLDG leads BLDG Grid Ceiling Weight Room BLDG tructures & Ceiling Fan BLDG on Walls BLDG BLDG and Finishes BLDG AC Fiinshes BLDG es BLDG nm Cabling & Build-out IDF BLDG ontrols BLDG HVAC Controls BLDG Acclimate BLDG inishes BLDG Gym Flooring BLDG remainder of Flooring in BLDG Floor Finishing & Striping BLDG acher Installation BLDG nal Clean Building BLDG Building Punch List & Corrections BLDG cal Systems stem Final Test & Inspections Testing HVAC Controls omm System Architect & Owner Final Acceptance Walk & Corrections







Fire Extinguisher

Work	Phas	es
		Jan thru Sept 2020
		Spring Recess 2020 March 22nd thru April 2nd
		Main Access
		Large Deliveries

EMERGENCY CONTACTS

BBC SUPERINTENDENT Tim Milam (858) 228-7886

BBC PROJECT MANAGER Cindi Short (619) 389-9006

SD SHERIFF'S DEPT Emergency: 911 Non-Emergency: (619) 938-1360

LAKESIDE FIRE DEPT **Emergency: 911** Non-Emergency: (619) 390-2350 Station #2 12216 Lakeside Ave Lakeside, CA 92040

UTILITY PROVIDERS SDGE (800) 611-7343 Lakeside Water District (619) 433-3805

ZER:HARM MAKE SAFETY PERSONAL

Balfour Beatty

For the TDS Gymnasium project - The Trade Contractor is required to submit its own Safety Program/IIPP for District and CM review and approval. Safety on site is the sole responsibility of the Trade Contractor. Submitted Safety Program must meet or exceed the Balfour Beatty standards included as attachments herein for reference. Awarded Trade Contractor must enforce their safety program throughout the project duration.

Subcontractor Safety, Health, & Environmental Performance Requirements

Rev 22 - 2/19/2020

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DEFINITIONS

BB: Balfour Beatty

Competent Person: A competent person is defined as one who is capable of identifying existing and predictable hazards in the surroundings or working conditions that are unsanitary or dangerous to employees. The Competent Person has authority to impose prompt corrective measures to eliminate these hazards. <u>Competent Person Form</u>

Contract Documents: contract documents include the owner-contractor agreement, conditions of the contract, plans, drawings, specifications, addenda, modifications, and changes, together with any other items stipulated as being specifically included.

Employer: This terms shall have the same definition of subcontractor for the purpose of this document.

Experience Modification Rating (EMR): a number used by insurance companies to gauge the past cost of injuries and future chances of risk. The lower the EMR, the lower the worker compensation insurance premiums will be. An EMR of 1.0 is considered the industry average.

Incident: An event with an unfavorable or potentially unfavorable outcome. Incidents may consist of an injury, illness, utility strike, first aid injury, property damage, near miss, etc.

J/AHA: Job/Activity Hazard Analysis (a document used to create a safe work plan for all activities conducted by a subcontractor on a project)

Owner: An entity who has a contract between themselves and Balfour Beatty.

PTP: Pre-Task Plan (a document used to create a safe work plan for a subcontractor's daily activity)

Project: The premises owned by the Owner subject to construction as described in the contract between the Owner and Balfour Beatty.

Project Manager: The BB designated representative functioning as the Project Manager for this project site.

Qualified Person: A qualified person is defined as a person designated by the employer who by reason of training, experience and education has demonstrated the ability to solve and resolve problems and, when required, is properly licensed in accordance with federal, state, or local laws and regulations. <u>Qualified Person Form</u>

Risk Manager: The BB designated representative functioning as the Risk Manager for this project site.

SH&E: Safety, Health and Environmental

Subcontractor: This term applies to all Subcontractors (all-tiers), Vendors, or Suppliers performing work under contract with Balfour Beatty.

INTRODUCTION

This document outlines general and specific safety, health and environmental contractual requirements for this project. Subcontractors are responsible for ensuring their employees are properly trained to carry out the rules and procedures required by this document. Subcontractors and their tiers are required to take action to eliminate unsafe acts of workers and unsafe/unhealthy working conditions.

Compliance with the following are a contractual obligation of the Subcontractors working on this project:

- Federal, State, Local Laws and regulations
- American Society of Mechanical Engineers (ASME),
- American National Standards Institute (ANSI),
- American Society for Testing Materials (ASTM)
- Manufacturer's recommendations

Conflicts between requirements shall be resolved by adhering to the more stringent requirement.

EXECUTION

Contracts with BB will require the subcontractor and their lower tiers to comply with BB's SH&E policies, procedures, and applicable federal, state, and local laws. Failure to comply with contractual obligations may be grounds for termination of the contract. For subcontractors with an EMR over 1.24, additional requirements may be added to their contract.

When a Subcontractor is notified by the BB Project Management Team of any noncompliance with the provisions of the Contract, the Subcontractor shall IMMEDIATELY correct the unsafe act or condition. If the BB Project Management Team becomes aware of any condition that poses a serious or imminent danger to the health or safety of the public, owners and their representatives, or the Subcontractor's personnel, the Subcontractor will be notified verbally followed with written confirmation, and shall require immediate implementation of corrective action(s). Should the Subcontractor fail to comply promptly, the BB Project Management Team may stop all or any part of the work being performed. When, in the opinion of the BB Project Management Team, satisfactory corrective action has been taken to correct the unsafe act or condition, work may resume.

The Subcontractor shall not be allowed any extension of time or compensation for damages by reason of suspension of work. The Subcontractor shall insert this clause, with appropriate changes in the designation of the parties, in all Trade, Supplier, and Vendor Contracts. At no time shall the Subcontractor and their sub-tiers be relieved of the responsibility to be aware of and correct any unsafe actions and/or unsafe conditions. If the Subcontractor fails to take corrective action, the BB Project Management Team may direct the corrective action to be performed by a third party with the cost of such action being withheld from the next progress payment and deducted from the Subcontractor's subcontract. If the Subcontractor fails to submit the required SH&E submittals or any other required reports within the time specified within these documents, the BB Project Manager may retain an amount equal to ten percent (10%) of the estimated value of the work performed during the month from the next submitted Progress Payment, except that such retention shall not exceed \$10,000, nor be less than \$1,000.

RELATED DOCUMENTS

The Subcontractor is responsible for knowing and abiding by the appropriate sections of these and any other applicable regulations and/or specifications:

- OSHA General Industry Safety and Health Standards (29CFR1910)
- OSHA Construction Industry Standards (29CFR1926)
- Cal/OSHA, Title 8, Division 1, Chapter 4, Subchapter 7, General Industry Safety Orders
- Cal/OSHA Title 8, Division 1, Chapter 4, Subchapter 4, Construction and Electrical Safety Orders
- National Emission Standards for Hazardous Air Pollutants (40CFR61)
- Environmental Protection Agency Final Rule (40CFR761)
- State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ for the General Construction Permit
- Federal Standard 313A Safety Data Sheets, Preparation and Submission
- Record Keeping Guidelines for Occupational Injuries and Illnesses
- American National Standards Institute (ANSI) A10.33 "Safety and Health Requirements for Multi-Employer Projects"
- Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation, Federal Highway Administration
- Procedure for conducting Pre-phase Planning, Job/Activity Hazard Analysis (JHA/AHA) and Pre-Task Plan (PTP) (See Figure 5)
- (ANSI)/Scaffold Shoring & Forming Institute SC 100-5/2005
- ASME B30.26-2004
- ASME standards that are applicable to the equipment or operations.

- ANSI standards that are applicable to the equipment or operations.
- ASTM standards that are applicable to the equipment, operations or testing criteria.

SH&E SUBMITTAL REQUIREMENTS

Fifteen (15) days prior to the start of onsite activities, the Subcontractor shall submit the required SH&E submittals to the BB Project Manager or their designee for acceptance. The submittals may be in either hard copy or digital format. As a reference, please see the attached "Subcontractor SH&E Submittal Checklist." For reviewing purposes, the submittals shall be provided to BB in the following format/file structure:

Required SH&E Submittals

1. Injury and Illness Prevention Program (IIPP)

The Subcontractor's written Injury and Illness Prevention Program shall meet the requirements set forth in <u>CAL/OSHA Title</u> <u>8, Chapter 4, Subchapter 7, Section 3202, Injury and Illness Prevention Program (IIPP), General Industry Safety Orders</u>.

2. Site-Specific Safety and Health Program

Each Subcontractor shall prepare and submit a Site-Specific Safety and Health Program applicable to the project. Compensation for preparing a site specific Safety, Health & Environmental Program and for conforming to the provisions therein shall be considered as included in the prices paid for the various Contract items of work, and no separate payment will be made therefore.

The Site-Specific Safety and Health Program shall include at a minimum:

- Company Safety and Health Policy Statements which include Principal's Signature(s)
- Drug / Alcohol Free Workplace
- Injury / Illness/ Near Miss Incident / Utility Hit Reporting Procedures
- Emergency Procedures, Rescue, Evacuation, Injury Treatment Procedure, Medical Facilities name, location, and phone number(s)
- Code of Safe Work Practices (Subcontractors shall also comply with <u>BB's Code of Safe Work Practices</u>
- Fire Prevention
- Hazard Communication Program in accordance with the <u>Globally Harmonized System</u> requirements
- Hazard Recognition
- Fall Protection /Prevention Plan and Requirements
- Housekeeping / Orderliness
- Electrical Safety
- Lock-Out / Tag-Out (LOTO) Procedure
- Ladder / Scaffold Safety
- Hot Work Procedure
- Material Handling (Hoisting Signaling, Rigging--Manual Personnel Lifting Forklift)
- Personal Protective Equipment Requirements (PPE)
- Competent Person and/or Qualified Person Designation Acknowledgement Form
- Heat Illness Prevention Plan in compliance with CA Title 8 applicable regulations

When applicable, the Site-Specific Safety and Health Program shall also include:

- Confined Space Procedures
- Perimeter Guarding / Floor, Wall And Roof Openings
- Mobile Equipment Safety
- Signs, Barricades, Flagging

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- Rigging /Signaling/ Crane Safety
- Trenching And Excavation Procedures
- Hazardous Material Handling
- Asbestos, Lead, Mold, etc. Abatement Issues
- Written Respiratory Protection Program
- Concrete pumping and placement safety procedures
- Tele-handler safety (forklift, aerial lifts, etc)
- Any other procedures specifically applicable to this project
- Storm Water Pollution Plan Program

3. Safety Data Sheets

The Subcontractor shall submit a current Safety Data Sheet (SDS) for any product that may contain harmful or hazardous materials or chemicals. The SDS shall be legible, not more than three (3) years old, or be accompanied by a letter from the manufacturer stating that the process and content have not changed. SDS's shall be made available to all employers on multi-employer work sites. SDS shall accompany Subcontractor's JHA/AHA where chemicals or hazardous substances may be used.

4. Job/Activity Hazard Analysis

The Subcontractor shall submit a Job/Activity Hazard Analysis (J/AHA) which covers all major work activities to be conducted by the Subcontractor on the project. The J/AHA shall be updated, amended, and re-submitted as necessary to be always current throughout the project. For a tutorial on J/AHAs, please click <u>HERE</u>. Subcontractors may use their own <u>Job/Activity Hazard Analysis Form</u> if they meet or exceed BB's J/AHA form (see attachment).

As applicable, subcontractors must ensure that the following work activities are included on their J/AHA:

- Confined space work
- Work in excavations or trenches
- Work involving hazardous materials or chemicals
- Work on or near exposed, energized systems (ex. electrical, fluid, air)
- Lock Out Tag Out
- Work at elevated positions with potential fall hazards
- Scaffolding
- All work performed in areas accessible by or potentially affecting the general public
- Work requiring the use of respiratory protection
- Electrical low and high voltage
- Crane work, including rigging and signaling
- Working around moving equipment/machinery

5. Traffic Control Plan

The Subcontractor shall submit traffic revision plans for all road, lane and pedestrian walkway closures, detours or deviations from existing roads, lanes and pedestrian walkways.

6. OSHA 30 Training Certificate

The Subcontractor's Superintendent/Foreman/Leadsperson assigned to the project shall have successfully completed one of the following and shall submit documentation thereof:

- U.S. Department of Labor sanctioned OSHA 30-Hour Construction Safety & Health Course
- EM385-1-1 40 hour course
- Safety Trained Supervisor Construction (STSC) certification through <u>www.BCSP.org</u>

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7. Competent & Qualified Personnel Documentation

The Subcontractor shall submit a Competent and/or Qualified Person Acknowledgement Form (see attachments) for their "<u>Competent Person</u>" and/or "<u>Qualified Person</u>" for, but not limited to, the following activity categories:

- Asbestos
- Cadmium
- Lead
- Mold
- Welding and Cutting
- Ionizing Radiation
- Scaffolding / Platforms
- Excavations and Trenching
- Fall Protection / Prevention
- Respiratory Protection
- Concrete, Concrete Forms and Shoring, Precast Concrete and Tilt-Up
- Steel Erection
- Rigging
- Cranes and Derricks
- Lock Out / Tag Out (LOTO)
- Confined Space(s)
- Material / Personnel Hoists and Elevators
- Tunnels and Shafts, Caissons, Cofferdams and Compressed Air
- Blasting
- Hazardous Waste Operations and Emergency Response (HAZWOPER)
- Underground Construction
- Demolition
- Traffic Control

After the start of onsite activities, the Subcontractor shall submit the following daily:

1. Pre-Task Plan (see attachment)

A PTP is required to be completed at least once a day prior to starting any work activity. It shall be completed by the Supervisor/Foreman/Leadsman. PTPs must be completed by subcontractors, their sub-tiers at every level, select material delivery involving a labor component such as material movement, select vendor activities and inspection services. Upon completion of the PTP, it MUST be signed by all parties in attendance, posted in or adjacent to the work area and made readily available for the crew and/or BB staff. Failure to complete an adequately detailed PTP WILL result in in a stoppage of work. A copy of the PTP MUST be forwarded to the Balfour Beatty project team at the start of the work day/shift. To watch a brief video on how to adequately complete a PTP, please click <u>HERE</u>.

SITE SH&E TRAINING & MEETINGS

1. Zero Harm & S.A.F.E. Training (Safety Awareness for Everyone)

ALL Subcontractor Employees shall attend Zero Harm & S.A.F.E. training prior to working on the project. The training may take up to two hours and is held throughout the South West Division on a regular basis. Subcontractors may request to have the training delivered at their office—please contact the Safety, Health and Environmental (SH&E) Manager or BB Project Manager for scheduling.

2. Zero Harm Pre-Construction SH&E Meeting

The BB SH&E Manager, Project Manager and Superintendent may conduct a Zero Harm Pre-Construction SH&E Meeting to cover site-specific and general requirements as well as any items identified on the Project's Preconstruction Risk Assessment. The BB Project Manager will coordinate the Zero Harm Pre-Construction SH&E Meeting with the Subcontractors, Supplier and Vendors. This is a management level meeting and the Subcontractor is required to attend the meeting. No work, other than mobilization, may occur prior to the completion of the Zero Harm Pre-Construction SH&E Meeting. Meeting.

2. Project Orientation

Prior to entering any work area on the project, all Subcontractor Employees shall receive a Project Orientation. The orientation may take up to 90 minutes. Subcontractors must coordinate the on-site arrival of their personnel with the BB Project Team to ensure personnel receive the orientation prior to working on site. The <u>Project Orientation Checklist</u> is attached to this document for reference.

- Weekly All-Hands SH&E Meetings All Subcontractors and their tiers must attend the Weekly All-Hands SH&E Meeting.
- 4. Weekly Tool-Box Safety & Health Meetings

The Subcontractor shall conduct its own Weekly Tool-Box Safety & Health Meetings. The Subcontractor shall retain on site and submit meeting minutes and attendance sign-in sheets to the BB Project Manager on the date of the meeting.

5. Other Safety & Health Meetings

The BB Project Manager and/or Superintendent may require Subcontractors to attend or have additional safety and health meetings. Additional meetings may be required as a result of special or changed conditions or to address safety and health audits/inspections and notices. Stand-down meetings fall under this category of "other" safety & health meetings.

6. Zero Harm Committee Meeting

Once per week, the site may have a Zero Harm Committee Meeting which consists of a job walk and discussion. Each Subcontractor on site is required to have a representative from their company at the meeting.

INCIDENT REPORTING REQUIREMENTS INJURY / ILLNESS / UTILITY STRIKE / FIRST AID / PROPERTY DAMAGE / NEAR MISS /ETC

- 1. The Subcontractor shall follow all Incident Reporting Procedures.
- 2. The Subcontractor shall IMMEDIATELY notify the BB Project Manager, BB SH&E Manager and/or BB Superintendent of any incident.
- 3. The BB Project Manager, BB SH&E Manager and/or BB Superintendent shall be notified IMMEDIATELY if a Subcontractor employee is:
 - Hospitalized for a work-related injury or illness.
 - Involved in an occupational injury/illness resulting in days away from work, restricted duty or transfer, or an injury/illness that is OSHA Recordable.
 - Involved in a work-related fatality.
- 4. Within eight (8) hours of any injury / illness or near miss, utility hit, or any harm caused to the Public, the Subcontractor shall provide assistance to the BB Project Team for completing the <u>BB Incident Report Form</u> (see attachment).
- 5. The Subcontractor shall notify the appropriate OSHA organization within 8 hours of a fatal injury or when three or more employees are hospitalized overnight as a result of one incident requiring its employee(s) to be hospitalized for more than

24 hours. Documentation of whom the Subcontractor contacted and what was discussed shall be provided to the BB Project Manager, BB SH&E Manager and/or BB Superintendent.

POST INJURY-ILLNESS REQUIREMENTS

- 1. <u>On-Site Health and Safety</u> is the preferred vendor for non-emergency medical treatment on BB projects.
- 2. If injured/ill worker(s) are sent off site for treatment, they must be accompanied by their supervisor or a designee.
- 3. Attempts must be made to avoid prescription medications and being placed off work.
- 4. A Work Status Release/Report must be acquired from the treatment provider and a copy given to the BB Project Manager or their designee within 24 hours.
- 5. Injured/ill persons are required to return to work when placed on restricted/ modified duty. Accommodations must be made to meet the worker's restrictions.
- 6. After any incident, involved party(ies) will be required to undergo drug and/or alcohol screening and provide results to the BB Project Management Team.

INSPECTION REQUIREMENTS

The subcontractor is required to inspect their work areas and activities daily. Hazards identified must be corrected immediately and reported to BB Project Management Team as applicable. Inspections are to be documented and available upon request for review by BB Project Team Members. As a recommendation, subcontractors may use the attached <u>Project SH&E Checklist</u> for documenting observed hazards and corrective actions taken. Subcontractors are responsible for taking prompt action to correct any SH&E hazards that they have created or exposed their personnel to.

If a subcontractor fails to correct known hazards, the disciplinary action program will be implemented. Work which is not in compliance with applicable SH&E standards may be stopped until corrective action is implemented. Any SH&E issues that cannot be promptly corrected by the subcontractor shall be IMMEDIATELY brought to the attention of BB Project Team Members.

Any safety or health issues that cannot be promptly corrected by the Subcontractors shall be IMMEDIATELY brought to the attention to BB Project Manager/Superintendent/Safety Manager.

MANDATORY COMPLIANCE AND DISCIPLINARY REQUIREMENTS

All personnel are required to work safely as a condition of employment, which includes strict compliance with:

- Requirements contained within this document.
- Requirements issued verbally.
- Safety, health and environmental regulations.
- Manufacturer requirements.
- Safe work practices.
- The avoidance of "horseplay".
- Exercising reasonable judgment in the safe performance of work duties.
- 1. BB reserves the right to suspend or remove any employee of any Subcontractor or their tier-subcontractors from this project for failure to comply with safety, health and environmental requirements.

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- 2. Personnel responsible for enforcing the above provisions include the Subcontractor's Supervisor and the BB Project Manager/Superintendent/Safety Manager.
- 3. Disciplinary actions may include the following and may be documented on the attached Disciplinary Action Form:
 - Verbal warnings
 - Written warnings
 - Removal from the Project
- 4. Any of the aforementioned disciplinary actions may be enforced at any time based upon the seriousness and circumstances of the safety rule violation. Following the issuance of disciplinary action, the Supervisor of the employee shall meet with the employee to discuss the infraction and inform the individual of the rule or procedure that was violated and the corrective action to be taken.

SITE SAFETY AND HEALTH REPRESENTATIVE

A full-time Safety and Health Representative MUST be assigned to the project for every 25 workers on site. However, based on the complexity of the scope of work and/or the Subcontractor's EMR history, a full-time Safety and Health Representative may be required for less than 25 workers. When applicable, the Subcontractor Site Safety and Health Representative shall be onsite during all scheduled work hours.

The Subcontractor shall submit the name(s), qualifications and resume of the Subcontractor's proposed Site Safety and Health Representative to the BB'S SH&E Manager, Project Manager and Superintendent for approval fifteen (15) days prior to the start of onsite activities. The documentation shall include, but not be limited to specific safety and health classes and courses the proposed Site Safety and Health Representative has completed. It is the Subcontractor's sole responsibility to determine the safety and health training has been provided by industry recognized and qualified instructors.

The Site Safety and Health Representative shall have a minimum of five years of experience in construction, possess appropriate skills and experiences related to construction occupational safety and health and have the authority to take prompt corrective measures to correct at risk worker behaviors and/or unsafe working conditions, and also specific knowledge and expertise in how to prevent their recurrence.

At the discretion of the BB Project Manager, the Subcontractor Site Safety and Health Representative duties may be shared with other duties. However, safety and health responsibilities shall take precedence over any other assigned duties. The Site Safety and Health Representative shall be responsible for, but not limited to:

- The safety and health of the personnel of the Subcontractor and their tiers, suppliers, and vendors.
- Implementing the Subcontractor's Site Specific Safety and Health Program and Injury, Illness & Prevention Program.
- Delivering Project Orientation to personnel on the project under the Subcontractor's contract.
- Ensuring employee compliance with all project requirements.
- Completing and documenting SH&E inspections of the Subcontractor's work area.
- Conducting the Subcontractors' weekly tool box safety meetings.
- Submitting reports and documentation.
- Implementing and overseeing provisions for protection of the public.

SUBSTANCE ABUSE REQUIREMENTS

The Owner, BB and their representatives have a vital interest in maintaining safe, healthful and efficient working conditions for all Subcontractors', tiered subcontractors, suppliers' and vendors' employees.

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Possession or use of illegally obtained and/or illegal drugs or a third person's prescription medication and the possession of alcohol are prohibited on the jobsite. All Subcontractors must have a drug policy that is substantially similar to that of BB's. Pursuant to the applicable jurisdictional laws and the BB Drug and Alcohol Program, BB reserves the right to test any employee of any Subcontractor at any time. The BB Drug and Alcohol program is available upon request from the Project Manager. Alcohol, illegal drugs or substance abuse poses a serious threat to workplace safety and health. Employees who abuse alcohol and/or drugs are a danger to themselves, co-workers, other Subcontractors and the public.

Subcontractors shall maintain an Alcohol and Drug Free Workplace. This will include requiring ALL EMPLOYEES IMMEDIATELY before they are assigned to this project to pass a National Institute on Drug Abuse (NIDA) approved substance abuse test with a negative test result. Alcohol and substance abuse testing is required for employees assigned to this project prior to the start of work and IMMEDIATELY following all injury/illness incidents including near hits or misses, and fitness for duty exams for employees returning to work from a non-work related injury/illness. All employees with positive test results will be barred from working at this project.

PERSONAL PROTECTIVE EQUIPMENT

Head Protection

ANSI Z89 HEAD PROTECTION IS REQUIRED 100% OF THE TIME.

Employees shall wear hard hats that are in good condition and meet legislative jurisdictional requirements. Bump hats, metal hard hats, and cowboy-style hard hats are not permitted.

Welding hoods must be worn with a hard hat.

Alteration/painting of hard hats is prohibited. Hard hats shall be worn in the manner prescribed by the manufacturer. Only head apparel designed to be worn under a hard hat will be allowed.

Hard hats will not be required to be worn while personnel are inside the office trailers or inside vehicles/equipment with all windows and doors/hatchways closed, or while within fenced-off designated break areas that have been sanctioned and authorized by BB.

Hearing Protection

Hearing protection devices shall be used when noise level are at 85 dBA or above. Typical rule of thumb is employees should be using hearing protection if they are unable to hear normal conversation within three feet.

Eye and Face Protection

ANSI Z87.1 EYE PROTECTION IS REQUIRED 100% OF THE TIME.

ALL COMPONENTS OF PRESCRIPTION GLASSES USED FOR EYE PROTECTION INCLUDING SIDE SHIELDS MUST MEET ANSI Z87.1 STANDARD.

OVER-THE-GLASS SAFETY GLASSES OR GOGGLES ARE REQUIRED FOR PRESCRIPTION GLASSES THAT DO NOT MEET ANSI Z87.1 STANDARD.

Workers must wear properly fitting eye and face protection. Only clear or indoor/outdoor safety glasses are allowed during interior work. Face and eye protection shall be kept clean and in good repair.

Face protection must be worn during:

- Grinding;
- Chipping;
- Cutting;
- Splashing;

• Or any other work that causes a projectile hazard.

During gas welding and cutting operations, tinted safety glasses are inadequate—appropriate eye protection for welding operations are required. Cutting goggles must be worn with oxyacetylene cutting activities.

When using lasers, appropriately rated laser-safety goggles/glasses must be worn for the wavelengths of laser used.

Hand and Arm Protection

Cut-resistant gloves shall be worn at all times by all persons on site except when advised against by a tool manufacturer for reason that gloves may create a greater hazard (i.e., entanglement in moving parts, belts, or shafts).

All gloves shall have a minimum cut level of A3 (ANSI Cut Level 3 at 1,000-1499 grams to cut).

Each task shall be analyzed to determine the appropriate type of glove needed since specialty gloves may be required for exposure to sharp materials, chemicals, hot work, electricity, etc.

All gloves must be in good condition and fully intact -- the fingers of gloves may not be cut off.

When arms may be exposed to sharp objects, adequate protective sleeves must be worn (i.e., drywall track, sheet metal, metal framing, demo work, etc.)

Body Protection

Employees shall come properly dressed to perform work activities with long pants and shirts with at least four-inch sleeves. Shorts and sleeveless shirts are prohibited at all times.

Additional body protection may be required depending on the task and potential hazards. For example, a protective apron is required by the operator during mortar mixing operations.

Personnel are required to wear high visibility clothing. Workers performing flagging operations must wear the proper class high visibility clothing based on the traffic conditions. During welding, cutting, or other hot work activities, personnel engaged in the hot work task are exempt from wearing high visibility clothing that is not rated for hot work.

All Subcontractors' employees shall wear high visibility apparel meeting at minimum, ANSI/ISEA 07-2004 Performance Class 2 Requirements during hours of light and ANSI/ISEA 07-2004 Performance Class 3 Requirements during hours of darkness. The apparel background material color shall be fluorescent yellow-green or orange (if required.) When choosing color, optimization of color conspicuity between the wearer and work environment shall be considered.

If any or all of the following conditions exist, a determination shall be made by the Project Manager and Subcontractor based on a risk assessment, as to whether Performance Class 3 high visibility apparel is needed for higher visibility of workers. If so, they shall be worn by Subcontractor employees when:

- Employees are exposed to vehicular or equipment traffic in excess of 45 MPH.
- Reduced visibility conditions exist due to weather conditions, illumination, or visually complex backgrounds where ambient visibility is less than 50 feet or employees are performing tasks which divert attention from approaching vehicular traffic, traveling in excess of 45 MPH, as posted.

Foot and Leg Protection

All personnel must wear sturdy boots with ankle protection and hard soles. No running shoes of any kind are permitted on work sites. NO SAFETY-TOE TENNIS SHOES ALLOWED.

Personnel exposed to struck-by or crushing hazards that may potentially injure their feet must wear metatarsal protection (i.e., the use of a whacker or jackhammer requires shoe covers).

Personnel exposed to chemical hazards that may potentially injure their feet must wear impervious shoe protection. Full-length protective chaps are required to be worn when using chainsaws, demo/chop/cut off/gas-powered saws.

GENERAL SITE REQUIREMENTS

- The Subcontractor shall take all precautions necessary to prevent injury/illness to the public, or damage to property of others. For the purposes of this document, the public shall include all persons not employed by the Subcontractor. When the construction area is adjacent to public occupied areas, the Subcontractor shall be responsible for conducting air monitoring, inside the public occupied areas, for airborne contaminates (chemicals, asbestos, welding fumes, lead dust/fumes, mold spores, nuisance dusts, etc.), vibrations generated by construction activity. The Subcontractor shall provide a qualified, independent testing consultant to conduct such air monitoring.
- 2. The Subcontractor shall ensure that monitored levels of chemicals and/or dusts or other contaminants are below established Permissible Exposure Limits as set forth in 29 CFR 1926, Subpart D. The Subcontractor shall submit air monitoring test results to the BB Project Manager within seventy-two (72) hours after testing.
- 3. The use of equipment that generates harmful fumes is prohibited inside buildings after close-in, unless scrubbers and/or ducted ventilation are used.
- 4. Adequate ventilation and monitors are required when using propane/gas-fired devices indoors or in confined spaces.
- 5. The Subcontractor shall prevent building materials, debris, excavated and / or backfill material, etc. from migrating into or onto public or private areas.
- 6. The Subcontractor shall provide temporary lighting where required to maintain illumination levels in work areas, storage areas and walkways as set forth in Title 8, Chapter 4, subchapter 4, Article 3, Section 1523 of the California Construction Safety Orders. Subcontractors shall be required to provide task specific lighting for areas not meeting the above site requirements.
- Specifically prohibited from being brought onto this project are the following: pet animals of any kind, radios, including head set radios, Tape/CD/DVD/Electronic Chip players, iPods, MP3 players, televisions or microwave ovens. *Exception:* TV's and microwave ovens will be in a controlled environment such as a jobsite trailer. Any variance from this must have the written approval of the BB Project Manager, BB SH&E Manager and/or BB Superintendent
- 8. All impalement hazards must be guarded against any object that is of sufficient shape and dimensions that in the event a worker falls onto or strikes against it could result in that object being driven or forced vertically or horizontally into the employee's body. A partial listing of common impalement hazards that must be guarded against are: reinforcing steel, steel stakes or rods, anchor-bolts, wooden survey stakes, small diameter pipe (less than 4 1/2 inches) and electrical conduits. Simply stated, when an object has the potential of impaling workers, that object must be properly guarded. For example, rebar caps, stake caps, wooden blocks, etc. Rebar caps must fit correctly without being forced into place. Damaged caps are not permitted.
- 9. Falling materials pose a significant hazard to all individuals on this site. Access to areas barricaded by chains, warning signs, and red or yellow tape will not be allowed without permission from the BB Project Manager, BB SH&E Manager and/or BB Superintendent Subcontractor shall be fully responsible to erect the most robust system of exclusion as necessary to prevent workers from entering this exclusion zone. Yellow or red barricade tape is not permissible for exclusion zones.
- 10. Worker visibility is important in all construction areas. Fluorescent clothing, vests, flags, cones or barricades must be used at this site to establish a visible safe work zone. Workers must be assigned to direct traffic as needed.

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SCOPE-SPECIFIC REQUIREMENTS

AERIAL WORK PLATFORMS

Precautions

- Only authorized and qualified persons shall operate an AWP.
- Operators must be familiar with emergency controls and operation.
- The Manufacturer's Operation and Safety Manual shall be located in a weather resistant compartment on the unit.
- Operators must read, understand and comply with the Manufacturer's Operation and Safety Manual and applicable Federal, State and Local regulations.
- Operators must use the AWP according to manufacturer's instructions.
- Inspections shall be conducted according to manufacturer's instructions at the beginning of each shift. If any malfunctioning devices/controls, warning devices, safety devices, damaged equipment, missing or illegible decals and placards are discovered during this inspection, the unit must be taken out of service until repairs are completed.
- Daily inspections must be documented. For a sample checklist, please see attached AWP Daily Inspection Checklist.
- Immediately before operation, the path of travel and work area must be checked for overhead obstructions, holes, slopes, excavations, bumps, ground conditions, floor obstructions, debris, power lines, and other potential hazards. All hazards discovered must be eliminated or protected prior to operation.
- Unstable objects such as tools, materials and debris shall not be allowed to accumulate on the platform's floor.
- At least one fire extinguisher 3A:40:BC (UL rating) must be located within 5' of the control panel.
- When operating aerial work platforms near or over water, lift occupants are not required to tie off because in the event that an error occurred that resulted in the employees being in the water, being tied-off would exacerbate the drowning hazard. Fed OSHA Subpart CC 1926.1431 (K)(10)(i). Letter of interpretation amended June, 18 2014. Letter # 20090601-9068.

Operating Requirements

- AWPs shall only be used for positioning personnel, their tools, and equipment.
- Operators shall use wheel chocks when using or parking an AWP on an incline.
- Operators shall bring the AWP to a complete stop before using cell phones or two way radios.
- Traveling with the platform elevated should be minimized unless a spotter is used. Ensure that traveling speed is at the manufacturer's "creep" speed or not more than 0.5mph where manufacturer's speed is not known.
- A spotter is mandatory when view is obstructed by load and during travel of aerial work platforms. Scissor lifts require spotters during movement in congested and/or hazardous areas.
- Ensure that the AWP travels on gradients within the manufacturer's recommendations. In the absence of such recommendations, ensure the gradient is not over 3 degrees.
- Aerial baskets shall not be supported by any structure or object at any time.
- Operators shall not "slam" a control switch or lever through neutral to an opposite direction. Switch and levers shall always be returned to neutral and stop before moving the switch or lever to the next function.
- Outriggers on an AWP must be retracted before movement.
- Do not use the rails of an AWP to transport materials unless approved by the manufacturer.
- AWPs shall never be used in vehicular travel paths without hard barricades or BB approved administrative controls in place to protect the unit from inadvertent contact.
- Ground personnel shall not use ground controls with personnel in the platform except for emergencies.
- Operator's must lower the platform and shut off all power before leaving an AWP.
- When lifts are used inside buildings, consideration must be given to carbon monoxide emissions.

• Lifts must not be operated while batteries are being charged.

Fall Prevention

- Prior to operation, ensure all gates and rails are fastened and secured in their proper position
- Enter and exit platforms through the gate
- Operators shall face the AWP and maintain three points of contact when entering/exiting platform
- Use extreme caution when entering or leaving the platform
- Operators may only exit an elevated platform if it is an emergency or approved by BB and the manufacturer. When exiting an elevated platform, 100% fall protection is required.
- Never climb an AWP arm or boom
- Fall Protection equipment shall be used according to manufacturer's recommendations
- Use manufacturer's approved fall protection anchorage points when attaching a lanyard.
- In the Southwest Division, personnel are required to tie off in aerial lifts that have anchorage points. If aerial lifts are not equipped with anchorage points, the lift must be replaced with one that is equipped with manufacturer-installed anchorage points. Restraint lanyards must be used to tie off to anchorage points.
- Keep oil, mud, and slippery substances cleaned from footwear
- Ensure that the platform is fully lowered when exiting the platform
- Operators shall always stand firmly on the floor of the basket and never sit or climb on the edge of the basket, or use planks, ladders or other devices to obtain additional height

Electrocution Prevention

Operators shall maintain distance from electrical lines, apparatus, or any energized (exposed or insulated) parts according to the following. Electrical line sway, tools, and equipment must also be taken into consideration when determining the Minimum Safe Approach Distance.

Voltage Range (phase to phase)	Minimum Safe Approach Distance
0 to 50KV	10'
Over 50KV to 200KV	15'
Over 200KV to 350KV	20'
Over 350KV to 500KV	25'
Over 500KV to 750KV	35′
Over 750KV to 1000KV	45'

Electrical lines >50,000 volts require one foot additional clearance for every additional 30,000 volts

Tip-Over Prevention

- AWPs shall not be operated in high winds as defined by the manufacturer in the Operation and Safety Manual
- Operators shall ensure that the ground conditions are adequate to support the maximum tire load indicated on the tire load decals located on the chassis adjacent to each wheel
- Tire pressure shall be checked prior to every shift
- Operators shall not operate a raised AWP on a slope, uneven, or soft surface
- Material and equipment must be kept within the confines of the platform at all times
- Rigging shall not be used from an AWP to pick up and move material
- Operators shall not secure an AWP to an adjacent structure
- Safe working load limits and platform capacities shall not be exceeded
- Extreme caution must be exercised when traveling down a slope

Crushing/Collision Prevention

- All telescoping/articulating aerial work platforms (telescoping boom lifts) shall be equipped with secondary guarding that
 provides crush/entrapment protection.
- Hardhats must be worn at all times
- Operators shall keep their body and extremities inside the platform and off the railing during operation
- AWPs must not be operated when the operator's vision is obstructed
- Operators shall always face in the direction of travel
- Operators shall always check clearances above, on sides, and bottom of the platform before raising and lowering the platform
- Operators must take appropriate measures to protect pedestrians below overhead work by establishing a controlled access zone.

Personal Protective Equipment Requirements

- Workers using AWPs should wear personal fall protection equipment in the form of a full body harness and lanyard attached to the manufacturer's prescribed anchorage point. The lanyard should be configured to prevent excess slack and must not be attached to an adjacent pole, structure, etc.
- Operators shall use personal fall protection equipment according to manufacturer's recommendations.

Training Requirements

- Contractors whose personnel operate AWPs must provide adequate documentation of training.
- Operator training must cover at a minimum:
 - o Use and limitations of the controls in the platform and at the ground, emergency controls and safety features
 - o Control labels, instructions and warnings on the machine
 - o Rules of their employer and governmental regulations
 - The care and safe use of approved fall protection
 - o Enough knowledge of the mechanical operation of the AWP to recognize a malfunction or potential malfunction
 - The safest means to operate the machine where overhead obstructions, other moving equipment and obstacles depressions, holes and drop-offs exist
 - Means to avoid the hazards of unprotected electrical conductors
 - o Specific job requirements or machine application (hands-on training with specific model of AWP)
 - o Reading and understanding the Operation and Safety Manual
 - The nature of hazards associated with the equipment such as trip and falls, electrocution, tipping, and crushing and collision

BIOLOGICAL HAZARDS (SNAKES, INSECTS, ANIMALS, ETC)

- 1. Personnel at the site should avoid coming in contact with snakes, ticks and stinging insects that may from time to time be present. Heavy boots and clothing covering the trunk, arms and legs are required for activities taking place in potentially snake infested areas and along project right-of-ways.
- 2. Insect repellent or other preventative measures should be used when necessary. The wearing of high top boots with hard soles and long sleeved shirts is recommended. Long pants are mandatory.
- 3. Insect stings or animal bites must be treated like any other safety incident and reported and treated if necessary. Testing for rabies may be required.
- 4. All wild animals are to be avoided if possible. Unless an animal presents an immediate hazard to humans it shall not be harmed.

CONCRETE & MASONRY

Subcontractors who will engage in concrete and masonry work shall submit adequate safety documentation including:

- Job/Activity Hazard Analysis that includes thorough provisions for the protection of personnel and the public from hazards associated with their work.
- Respiratory Protection Program, Fit Testing, Training, etc.
- 1. All vertical and horizontal rebar, form stakes, conduit, or small pipe stub-ups shall be capped or otherwise protected from exposing personnel to impalement and injury. Rebar caps must fit correctly without being forced into place. Damaged caps are not permitted.
- 2. Prior to cutting concrete, Underground Utility and Excavation procedures shall be followed to prevent striking a utility or post-tensioned cable(s).
- 3. A transition cover or back end cover shall be used on the concrete pump.
- Footing pads shall be placed under outriggers of concrete pumps that are adequate to support the load of the outrigger. The underground structure and/or ground conditions should be evaluated before setting a pump. Outriggers shall be fully deployed where feasible.
- 5. Double ended hoses must not be used as a whip hose off the boom of a concrete pump.
- 6. Velocity reducers or S tubes must not be placed on the whip hose since they may pose a struck-by hazard if the whip hose jerks.
- 7. Prior to operations where a boom will be used, overhead utility hazards must be reviewed and controlled.
- 8. Dead man controls shall be provided and maintained in an operable condition on rotating-type, powered concrete trowels.
- 9. Mixing machines must have guards in place to prevent personnel from being caught in machinery.
- 10. Concrete buggy handles must not extend beyond the wheels on either side of the buggy.
- 11. Concrete buckets must be equipped with a device that will allow an employee to operate it without being exposed to the load. Buckets must also be equipped with safety devices to prevent premature or accidental dumping, and ensure that the release is self-closing.
- 12. When feasible, mechanical screeds should be used for finishing operations.
- 13. Exclusion/controlled access zones must be established prior to the construction of a masonry wall and shall be established on the side of the wall that is un-scaffold. The width of the zone shall be equal to the height of the wall to be constructed plus four feet (measured perpendicular from the base of the wall on the un-scaffold side). Entry must be restricted to authorized personnel. Bracing shall remain in place until the wall has been tied into the structure.
- 14. When tensioning or cutting slabs with Post-Tension Cables, the area should be kept clear of personnel. Also, personnel engaged in tensioning must keep clear of the area behind the jack. Signs and barricades shall be erected to limit employee access to the post-tension area during tensioning operations.
- 15. Follow safe rigging practices when handling concrete buckets.
- 16. Inspect the area before using bull floats for energized equipment or power lines nearby that the handles could touch.
- 17. Pre-fabricated forms and form making material will be stacked neatly at all times. When stripping concrete forms, all material will be immediately removed and stacked in an orderly manner. Forming material or debris shall not present a hazard due to protruding nails or blocked walkways and aisles. Rebar, tie-wire and other debris shall be removed from the work area daily.

- 18. No employee is allowed to ride a concrete bucket.
- 19. Spotters and/or back-up alarms must be used when backing trucks or equipment.
- 20. Ensure coiled wire mesh is adequately secured to prevent uncoiling.
- 21. Reinforcing steel and forms for walls, piers, columns, stairs and similar structures are adequately supported to prevent overturning and collapse.
- 22. Shores must be secured from displacement.
- 23. Finishers shall wear kneepads and gloves when the concrete is hard. When in a plastic state, impervious gloves should be worn when hand-finishing concrete.
- 24. Workers that are exposed to wet concrete and/or masonry dust, who operate vibrators, pump nozzles and concrete buckets will wear appropriate eye, hand, and foot protection. It is highly recommended that long sleeve shirts, aprons, and face shields be worn to protect against exposure of concrete to the bare skin and the possibility of concrete burn and contact dermatitis.
- 25. Protective clothing needs to be worn, and care needs to be taken to avoid contact with wet concrete. If clothing against the skin gets wet with concrete, it should be removed as soon as possible.
- 26. Workers engaged in vertical rebar assembly shall comply with the project's fall protection rules. Positioning devices alone are not approved fall protection, but can be used in addition with personal fall protection equipment.
- 27. When using a gas-powered cut off saw (typically used to cut block), chaps must be worn. For example, <u>these chaps</u> have been proven effective.
- 28. Respirators must be maintained and worn properly if exposed to dust. Operations where personnel are exposed to dust may consist of pouring bags of dry cement/mortar/grout/etc, mixing, cutting, grinding, and chipping.
- 29. Dust shall be controlled with wet methods as feasible to prevent exposing personnel and members of the public within or adjacent to the work area.
- 30. For reference, subcontractors may use the attached "Concrete Pumping Checklist" and "Coring and Saw Cutting Checklist."

CONFINED SPACES

Subcontractors who perform work in confined spaces shall comply with <u>California's Confined Space Standard</u> and shall submit the following documentation to the BB Project Team for review and approval:

- Site-Specific Confined Space Program (including rescue and emergency procedures)
- Job/Activity Hazard Analysis
- Proof of personnel training
- Competent Person experience form

Subcontractors shall have a confined space competent person on site during all confined space work. Subcontractors shall have adequate equipment available as needed such as ventilation fan(s), life lines, lanyards, retrieval equipment, PPE, monitoring equipment, lighting equipment, communication equipment, Lockout/Tagout devices, barricade equipment, firefighting and prevention equipment, permit documentation, other equipment required for the work.

Subcontractors shall conduct fit testing and medical evaluation of all their employees who are required to use respirators and/or self-contained breathing apparatus (SCBA).

Subcontractors shall determine confined spaces to be free of dangerous gases as indicated by an approved testing device prior to entering the space. Tests are to be repeated and documented at regular intervals to ensure that dangerous gases are not collecting in the confined space. Proof of current air test device certification and calibration shall be readily available upon request.

Subcontractors shall provide proper ventilation as required for their employees during any work activities in the confined space. If space is identified to have explosive, fire, or asphyxiation hazards over the OSHA action level or permissible exposure limit, a full permit-required confined space program/entry must be implemented.

Permit-required confined space entry shall be conducted under a permit in accordance with local, state, and federal regulations. Subcontractors shall provide a copy of the permit to the BB Project Team. Upon completion of the entry, the permit shall be closed/signed-off by the competent person. For reference, please see the attached "<u>Confined Space Entry</u> <u>Permit.</u>"

CRANES

Lifting Operations

Cranes fabricated/erected on site will have a third party crane inspector on site during the fabrication, assembly and erection. Cranes delivered to site ready for work must provide a current annual inspection performed by a third party. All crane operators must have, a CCO, NCCCO or equivalent certification. Operators must have had a drug test within 7 days of arrival to the project site.

Lift Categories

In order to categorize and specify requirements for safe lifting operations, all lifts will be categorized as "Standard", "Critical", or "Engineered" lifts. Project management, rigging superintendent, or lift specialist may move a lift into a more stringent category. Reasons for this may include:

- A lift that may involve a potential risk to human safety;
- Complexities of the lift operation;
- Operational considerations concerning risk management of the lift; and
- Environmental factors or administrative considerations.

Standard Lift Criteria

All lifts that are not categorized as critical or engineered will be classified as standard except for personnel basket lifts.

Critical Lift Criteria

Critical lifts with mobile cranes can be extremely hazardous and require special care and attention. Before attempting lifts in this category, the project manager or superintendent must verify that a properly documented lift plan is prepared by a qualified person. The crane must be provided with a wind anemometer (or access to site wind speed indicator). The weight of the lifted object is verified prior to a critical lift.

Critical lifts include at least one of the following criteria:

- Any lift exceeding 75% of the machine's maximum chart capacity at the specified lifting radius;
- Lifts where loads must be maneuvered over existing facilities or where the boom or load does not maintain a minimum safe distance to objects as required by code and operating conditions at any stage during the lift operation;
- Lifts that require unusual or complicated rigging and/or nonstandard crane configurations;
- Lifts performed on undesirable ground conditions or during adverse weather conditions;
- Lifts where cranes operate from barges;
- All lifts requiring the coordination of multiple (2 or more) cranes working in unison, unless otherwise given written approval by district management;
- Any lift involving two cranes lifting the same load simultaneously where the load on any one crane during its entire lift operation may exceed more than 75% of that crane's lifting capacity as measured on the lifting chart; and
- All lifts where a crane must travel with a suspended load above 50% of the crane's capacity.

Engineered Lift Criteria

Engineered lifts with mobile cranes are defined as any lift exceeding 90% of the machine's maximum chart capacity at the specified lifting radius. Engineered lifts are strongly discouraged.

Any lift over 95% of the machine's maximum chart capacity must be accompanied by notification to the operations manager and division president.

Before attempting lifts in this category, the project manager or superintendent must verify that a properly documented lift plan is prepared by a qualified individual and is approved by a professional engineer. Additionally, the lift operation must be attended on site by a qualified person.

Crane Pick Plan Requirements:

All crane activities require a documented pick plan. Contractors may use their own Pick Plan format, but it must contain the same elements, at a minimum, as the attached <u>Crane Pick Plan</u>.

Pre-Lift Meeting Requirements:

A pre-lift meeting will be held **two weeks prior to** crane activities. The attendees will consist of the workers and supervision involved in the lift. During the meeting, the Lift Plan and responsibilities will be reviewed.

General Crane Safety

Cranes shall always be operated within the manufacturer's specifications and take into consideration the following elements:

- Proximity to power lines;
- Proximity to other cranes or structures;
- Wind velocity;
- Temperature extremes;
- Ground conditions;
- Level of crane;
- Boom angle and working radius;
- Weight of load including rigging; and
- Proximity of workers.

Loads must never be swung over personnel or the public. Exclusion/controlled access zones must be established to control foot traffic.

Operators shall only take signals from the designated signaler identified during the pre-lift meeting. If the operators do not have a clear view of the designated signaler, they must use a radio and designated radio channel.

The operator of a crane that is lifting a load must verify the hoisting line is in a vertical position over the center of gravity of the load unless accounted for by the appropriate Lift Specialist (as in the case of fleeting of the load line). Any side load on a boom/jib shall be limited so that it is always within the Manufacturer's specifications.

Baskets/containers that are hoisted must be designed and engineered for that purpose.

The operator shall not leave the controls while a load is suspended except in the case of an emergency that requires evacuation of the operator where the operator shall secure the load before leaving.

All loads shall be free and clear of obstructions to avoid the possibility of shock or impact loading of the crane.

No hoisting operation shall be performed during hours of darkness or poor visibility unless the crane operator has a clear and unobstructed view of the load, boom tip and operational area or is directed by the signal person who has a clear view and communicates with the operator.

Where feasible, hydraulic cranes shall be parked so that no damage would occur if the boom were accidentally lowered.

Load weights shall be determined by one of the following methods:

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- Certified scale (if available);
- A calibrated load weight indicator;
- Calculated weight (manufacturer-supplied weight); or
- Published standard weight tables.

Hoisting operations shall be suspended at outdoor temperatures specified by the manufacturer.

When operating in cold weather, the Lift Director shall verify that cold weather crane ratings are obtained from the manufacturer, posted, and made available when requested. These ratings shall be applied for lifting in cold weather conditions.

At least one anemometer should be attached to the crane boom tip when using crane booms over 150 ft. long on a project. Alternately, a project wind speed indicator positioned at greater than 100 ft. elevation must be available and accessible by the crane operator.

Load-monitoring devices shall be calibrated prior to starting work on a project, whenever the crane configuration changes, annually, or per manufacturer specifications-- whichever is more stringent.

Hydraulic and conventional boom cranes shall be equipped with "Anti-two-block" and/or warning devices and shall have all load lines that are in use protected by these devices.

A fire extinguisher is required on every crane.

An accurate method of measuring the crane radius must be provided.

Printed copies of the crane charts and operator's manual shall be kept in the crane.

Crane Inspection and Testing

Cranes shall be operated, inspected, and maintained per federal, state, and local requirements. For sample forms, please see the attached "<u>Mobile Crane Inspection Checklist</u>" and "<u>Tower Crane Inspection Checklist</u>."

Each crane that requires site assembly must receive a complete mechanical and structural inspection.

Cranes involved in incidents that result in shock loading of the boom or other components shall be removed from service and subjected to a complete inspection and recertification prior to resuming work.

Annual inspections must be done by a third party agency and a professional engineer must stamp the certificate of inspection. Mobile cranes used for short duration work with frequent access/egress from the project site will not be required to be certified every time it arrives to provide service. Note: This does not apply to conventional crawler or truck mounted lattice boom cranes requiring site assembly.

The operator shall complete and document a daily inspection.

Repairs

All repairs or modifications to cranes shall be:

- Performed per the manufacturer's specifications and inspected by a professional engineer; and
- Tested and certified to be not less than the original capacity.

Crane Flagging and/or Barricading

The swing radius of the crane's counter weight (tail swing) shall be barricaded. Only operators and oilers are permitted to enter this barricaded area.

If feasible, areas under/around lifts should be designated as exclusion/controlled access zones.

Requirements for Signal Persons

Signaling is an important part of the crane operation. Designated signal persons shall be used when:

- The operator cannot see the load;
- The operator cannot see the loads landing area;
- The operator cannot see the path of travel of the load or of the crane;
- The operator is too far away from the load to make judgment of distance difficult;
- The crane is working within a boom's length of the approach limits to power lines or electrical equipment;
- The client or jurisdictional authority requires it; and
- Loads are picked up at one point and lowered at another. Two signalers required one to direct the lift and one to direct the descent.

Hand signals should be used only when the operator has a clear view of the signaler. The international hand signals for hoisting shall be used.

In all other cases, radio communications between signaler(s) and operator shall be used.

The signal person shall be clearly identified to the crane operator that he is the signaler. Signal persons must be able to speak clear English.

Auditory signals:

- Must be communicated by radio.
- Must be determined during the pre-lift meeting.
- Radios must be tuned to a frequency that does not interfere with other radio users.
- Radios must be tested prior to the lift, and squelch adjustments made to attain the best possible reception.
- Auditory signals must be given continuously during the lift procedure or when the load is lowered into, or raised out of, the blind lifting area.

Blind Lifts

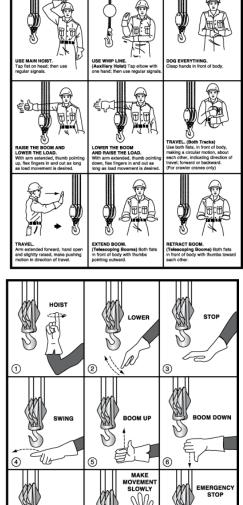
Hoisting where the crane operator does not have a continuously clear view of the load or hook is considered a blind lift. When the crane operator does not have clear line of sight to the signal person, then radios shall be used.

Communication between the signal person and the crane operator must be done by either visual (hand signals) or auditory means (radio communication).

The signal person must be positioned so load or hook is in clear view at all times while the hook, boom or load is moving. Signals must be given continuously during a lift or when the hook is being lowered into, or raised out of the blind lifting area.

CAUTION: If radio contact is lost, the crane must immediately stop until communication is restored. Preferably, back-up radios/batteries should be available when blind lifts are encountered. Even a 2 or 3 second loss or lack of communication can be critical. If at any time the auditory signals cease to be communicated, the crane operator must cease all movement of the hook or load and wait for further instructions.

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may be

When practical, all attachments such as slings, chains, spreader bars and other such equipment must be removed from the hook before being raised or lowered from the blind lift area.

Crane Travel

Crane travel around the project site shall follow manufacturer, federal, state, and local requirements and will be planned in accordance with the site logistics plan. The operator of a crane that is traveling with a load must verify that the load is secured and positioned as close to the ground or grade as possible.

The travel routes will have appropriate 10 ft. clearances from other vehicles and equipment, structures, high lines, etc.

Taglines

Tag lines should be used when required to control the load and to provide worker separation from the load.

Operators of cranes shall verify tag lines are used to control loads.

The operator and riggers shall verify that tag lines do not create a hazard such as becoming caught on equipment/material during hoisting of any load.

As a best practice, taglines will be preferably bright red or yellow, min 5/8" standard manila or nylon rope with ends burned to prevent fraying.

All tagline length shall be sized for purpose to verify that it will not get entangled during lifting and also allow sufficient length to control the load.

Outrigger Requirements

Where cranes are to be placed, the ground must be surveyed to determine stability. A geotechnical survey may be required to determine stability.

Cranes lifting beside excavations or adjacent to below grade structures shall be checked for ground and structure's stability prior to setting up the crane.

Where mobile cranes are to be placed on a structure, an analysis to determine the capacity of the structure to support the weight as well as shoring requirements must be undertaken. An analysis is required for all crane operations including when the crane is parked and in service as well as when then crane is in motion (travelling).

Where mobile cranes are situated adjacent to excavations or below grade structures, minimum clearance from the closet bearing edge of the crane to the excavation or structure should be maintained. If the project requirement calls for a mobile crane to be situated closer than outlined in the following sketches, a professional geotechnical engineer (and a professional structural engineer as required) should be consulted for guidance.

Tower Crane Requirements

Safe working loads must be clearly marked on the crane and must not be exceeded. After erection or climbing and before use, the crane must be inspected, overload tested in accordance with the manufacturer's instructions and stated sequence and witnessed by an independent engineer who, together with the Designated Person, must sign the crane log book. The crane shall be equipped with an anti-collision system, and must be subject to a functional test witnessed by the Designated Person before use. All tower cranes on Balfour Beatty projects are required to:

- have cameras installed to aid the driver
- provide anti-collision beacon
- have inclined access ladders, rest platforms every two vertical sections and double guardrails fitted at all open edges
- be under 10 years old or, if older, are subject to a non-destructive testing regime as agreed by the supplier and Balfour Beatty.

The Designated Person must obtain the necessary certificates (where appropriate) from the crane supplier before handover for

operation. These should include:

- evidence of pre-delivery inspection (including non-destructive testing if appropriate)
- proof load test
- thorough examination
- anti-collision system certificate
- rope test certificate
- loose lifting tackle certificates
- crane operator induction (competency, medical, daily / weekly checks, emergency escape, etc)
- certification for emergency evacuation and rescue equipment
- operator manual in cab
- maintenance log book in cab
- information board (show crane type, model, maximum SWL, wind speed restrictions etc).

The crane operator must:

- carry out daily tests and inspections on the crane within accordance of the manufacturer's instructions and record the results in the crane log book
- carry out functional daily checks on any fitted anti-collision systems
- inform the crane supervisor immediately if there is a breakdown or fault.

The Designated Person must ensure the following are completed:

- daily crane foundation checks during the first week of operation
- weekly visual inspections
- weekly level checks for rail- / track-mounted tower cranes
- monthly checks for cranes mounted on reinforced concrete foundations
- examination of safety-critical items (e.g. bolts and welds) at least every three months or in accordance with manufacturers' instructions, whichever is the most frequent.

The Designated Person must ensure the planned maintenance program is completed and includes:

- pre-erection checking of the crane, including a program of non-destructive testing of mast bolts and other safetycritical items
- post-erection overload testing
- post-erection thorough examination by an Independent Competent Person in accordance with local regulations. The Competent Person must sign the crane log book and issue a certificate of statutory thorough examination
- 12-monthly ongoing thorough examination (or six-monthly if the crane is used to carry personnel)
- operator daily and weekly checks
- checks on fire fighting and emergency rescue equipment
- periodic maintenance, inspection and servicing in accordance with the crane manufacturer's maintenance manual.

The Designated Person must ensure that all applicable crane records are retained on the site. These generally include:

- post-erection test certificate
- four-year test certificate (if the crane is on site for an extended period)
- thorough examination certificate (initial plus 12-monthly or six-monthly if transporting personnel)
- rope certificates
- crane log book

- safety harnesses
- lifting tackle
- anemometers (hand-held)
- competency and medical certificates.
- communication equipment e.g. radios
- zoning and anti-collision certification
- over sailing licenses and 3rd party approvals
- details of any breakdowns or faults and the actions taken.

Override keys used with mechanical safe systems must be readily available and only used with the approval of the Designated Person and should only be used for maintenance, testing, commissioning and during emergencies.

Safety devices must not be tampered with or overridden.

Non-compliant or unserviceable plant and equipment must be immediately removed from use, tagged, isolated and remain unused until made serviceable or replaced.

All activities involving tower cranes must be planned and appropriately supervised.

Cranes must not be left in a part-erected condition overnight (i.e. jib partially folded back), unless allowed by the manufacturer.

Clearance must be allowed between cranes and structures to prevent trapping and to allow access for maintenance and erection / dismantle.

Tower cranes must be left in free slew when out of service (accounting for any property or infrastructure restrictions) to allow them to "weathervane" to ensure that the out-of-service foundation loads are not exceeded.

The Appointed Person must be aware of the wind speed action levels for the particular crane in use and must ensure the wind speed is monitored.

Tower cranes must only be used for vertical lifting of free loads and must not be used for tandem lifting, multiple lifting, demolition or piling duties.

Travelling tower cranes must not perform slewing and travelling motions simultaneously. If the crane is to travel, the jib must face the direction of travel and the load suspended as low and as close to the mast as possible.

In the event of any of the following, the crane must be stood down immediately and the incident reported in person or by telephone to the Balfour Beatty Lead Organization and to the crane supplier:

- loose or missing mast bolts or nuts
- parts fitted to the crane found not to be in accordance with the manufacturer's specification
- any repairs required to any parts of the crane structure
- cracks in the mast or jib sections including in the structure or welds
- dropped loads including where there is evidence of brake failure or operator error
- failure of load-bearing parts
- damage to internal tower ladders
- crane collisions (with buildings or cranes) or near misses
- failure of the anti-zoning and anti-collision system.

Dependent on local regulations, these may also need to be reported to specific regulatory authorities.

The crane can be returned to service only when the crane supplier has confirmed that it is safe to do so.

Where conditions change or planned controls are not met, the activity must be immediately stopped and reassessed.

Helicopter Lift Requirements

Subcontractors shall:

- Comply with all regulations and conditions set forth by Authority Having Jurisdiction (AHJ) applicable to the lift activities. This includes compliance responsibility for all subcontractors and service providers employed by the Subcontractor for the lift activities, including the Airlift Company.
- Communicate and coordinate with all affected trades and properties.
- Schedule and facilitate pre-lift meetings.
- Provide a written lift plan.
- Provide all required traffic controls necessary for the lift activities, including obtaining all required street/road closure permits.
- Provide all required security and pedestrian/public control necessary for the lift activities.

Basic Requirements for Helicopter Lifts

Prior to the start of any operation involving the use of a helicopter, a thorough survey of the conditions and hazards on the job site shall be made by BB and applicable contractors in conjunction with the pilot or pilot's representative to ensure a safe operation. This survey should be documented via the **Helicopter Lift Pre-Planning Checklist** in lieu of the typical Job/Activity Hazard Analysis.

A Code of Safe Practices shall be formulated and enforced for operations involving the use of a helicopter.

The Risk Assessment and Control Measures Review shall be addressed prior to starting work each day. This briefing shall include planning to minimize possible hazards of the day's operation and all personnel exposed shall be informed and directed as to safeguards and escape procedures.

If the helicopter pilot in command for any reason believes that a lift or operation cannot be performed safely, then that lift or operation shall not be attempted.

Helicopter operations shall not be performed beyond the helicopter's approved external load capacity or pilot's certification. The pilot's employer shall ascertain before operations begin that the pilot is properly certified by the F.A.A. and qualified to perform the planned operations.

The Subcontractor is to provide a written Helicopter Lift Plan to the BB Lift Coordinator not less than one week prior to the lift. Failure to provide this document as required may result in cancellation of the planned lift activities.

The Subcontractor and Airlift Company are each to provide a current Certificate of Insurance and Hold Harmless Agreement to the BB Lift Coordinator not less than one week prior to the planned lift activities. Failure to provide these documents as required may result in cancellation of the lift activities.

Cancellation of Planned Lift Activities

- BB may cancel planned lift activities or stop ongoing lift activities at any time if the Subcontractor fails to comply with the provisions of this procedure. Such action does not provide the Subcontractor with grounds for recourse or recovery.
- BB may cancel planned lift activities up to 24 hours prior to the scheduled arrival time of the helicopter for reasons relative to the safe operation of the Project Site. Such action does not provide the Subcontractor with grounds for recourse or recovery.

DEMOLITION

Subcontractors engaged in demolition must submit the following documentation to the BB Project Team:

- abatement programs,
- air monitoring,
- equipment operator certifications, etc.
- fit testing, medical evaluations,
- Job/Activity Hazard Analysis
- 1. Demolition activities shall be conducted under a survey and plan prepared by a Registered Professional Engineer.
- 2. Subcontractors shall attain a permit issued by CalOSHA for the demolition of structures greater than 36'.
- 3. At all times, demolition work shall be under the immediate supervision of the subcontractor's qualified person whom has the authority to ensure safety for anyone who may be potentially exposed to the activity. The qualified person must ensure that the demolition plan is in place, adequate, and followed by all personnel engaged in the activity.
- 4. Workers engaged in demolition must wear adequate PPE such as cut-resistant forearm sleeves and gloves.
- 5. Walls, which serve as retaining walls to support earth or adjoining structures, shall not be demolished until the hazard from moving ground has been eliminated by sloping, shoring or, where necessary, adjoining structures have been properly underpinned.
- 6. Walls, which are to serve as retaining walls against which debris will be piled, shall not be so used unless determined to be capable of safely supporting the imposed load.
- 7. During demolition, continuous inspections shall be made as the work progresses to detect hazards resulting from weakened or deteriorated floors or walls, or loosened material.
- 8. Personnel shall not be permitted to work where such hazards exist until they are corrected by shoring, bracing, or other effective means.
- 9. All persons on demolition projects shall be protected from falling material at employee entrances to multi-story structures being demolished, by sidewalk sheds or canopies or both, providing protection extending from the face of the building for a minimum of 8 feet.
- 10. For a sample <u>Demolition Safety Checklist</u>, please see the attachment.

DROPPED/FALLING OBJECTS

Protective measures must be in place to prevent drop hazards from falling and potentially causing harm where work is being conducted at heights. Drop hazards may consist of persons, tools, material, equipment, or other objects.

Pre-Planning

• Dropped/falling object protection must be addressed Pre-Task Plans, Job/Activity Hazard Analyses, and safety programs as applicable.

Edge Protection

- For guardrail systems where personnel may be present below, screening/paneling/mesh/netting must be in place from the walking/working surface to the top of the guardrail or higher.
- Elevator lobbies or shaft openings must be completely blocked-off, where feasible.
- When finished surfaces may not be damaged, guardrails may need to be installed, so that personnel will not need to lean into the opening to install/remove the guardrail.

Storage of Drop Hazards

- Trash and waste must be properly contained in buckets/pouches/containers that have the ability to be closed to prevent spillage.
- Work areas, tools, and materials must be maintained in an orderly fashion.
- Unless guardrails with screening or paneling have been erected, materials must not be stored within ten (10) feet of a leading edge.
- Stacked materials must be stable and self-supporting.
- Secure potential drop hazards to prevent them from being wind-blown.

Tethering/Securing of Drop Hazards

- Tools and materials must be tethered when working at height near the exterior/leading edge of a structure where screening will not prevent a drop hazard.
- Prior to selecting a tool lanyard, a proper attachment point must be established on the tool and the person/belt/harness. Attachment points must be manufactured for the purpose of tethering or certified as third-party tested for dynamic load by the manufacturer. Attachment points must be tested to an adequate load rating for the intended use of the tool.
- Tethers/lanyards shall be inspected prior to use. Excessively worn or damaged tools or materials must be immediately removed from service and replaced.
- Tools weighing more than five pounds may not be tethered directly to a person's body or wristband.
- For some tools and objects, a tool holster or tool pouch may be appropriate. Tools used in these holsters should weigh less than or equal to the manufacturer-stated load-rating for the holster/pouch.
- Wristbands used for tethering must be certified by the manufacturer as having been third-party tested for dynamic load.
- Positive tool transfer must be utilized. (When transferring a tethered tool from one person to another, "100% tie off" must be engaged. The tool must be tethered to the passing person. Prior to handing off, the receiving person must connect their tether to the tool as well. After positive connection has been completed, the passing person may disconnect their tether from the tool.)
- For the safe transportation of tools and materials, buckets may be utilized only if they are manufactured with a closure system which allows the user to secure the contents of the bucket from potential spills and must be load rated by the manufacturer and third-party tested for static load.

Safety Nets

- In applications where safety nets are used, nets must be designed with specific sized webbing approved by the manufacturer for use based on the specific task, location and type of tools/materials being used.
- Forged steel safety hooks or shackles must be used to fasten the net to its supports. Nets should be installed as closely below the work in progress as is deemed practicable, but never more than 25 feet below (30' for Fed/OSHA projects). Safety nets shall be hung, maintained and tested in accordance with the manufacturer's instructions as well as the requirements set forth by the Occupational Safety and Health Administration found in CFR 1926.502.
- Nets designed for use to prevent falling objects shall not be used as fall protection for human beings (falling-object nets may be deployed below fall protection nets in these cases). When falling-object nets are used alone, signs must be posted informing persons that "Fall Protection is still required in work areas above placed netting."
- Inspections of safety netting must occur weekly and defective netting may not be deployed.

Overhead Protection

- Provide a perimeter system that restricts personnel from entering and exiting a structure except at entrances and exits with overhead protection.
- Overhead protection must be provided at all designated building access points, setbacks, and over or near any public interface (combined with appropriate controlled access zones).
- Overhead protection must be free of gaps.

- Protective canopies in a public right-of-way must be constructed in accordance with applicable local jurisdictions.
- The top of the canopy should consist of secured chain link fencing sandwiched between two sheets of ³/₄" plywood. Canopy tops must be tightly planked/covered to minimize any gaps.
- Canopy roofs must sustain a 300lb live load (in order to prevent dropped items from penetrating) when constructed near a building that is taller than 100 feet. For buildings shorter than 100 feet, the canopy top must be able to support a live load of 150 lbs.
- Canopies must be designed and have plans stamped by an engineer.

Controlled Access Zones (CAZs)

- CAZs and/or designated spotters must be in effect unless measures are in place to prevent drop hazards (i.e., screening, netting, etc.).
- CAZs must be clearly marked with barricades or danger tape to restrict access to unauthorized personnel. When a CAZ is no longer in effect, the barricades/tape must be taken down.
- CAZs must have signage posted that identifies who the CAZ belongs to, what the hazard is, and the person to contact for permission to access the area.
- CAZs must be of adequate size to effectively mitigate the risk from falling or ricocheting material.
- Persons authorized to work in CAZs (i.e., scaffold erection/dismantling, concrete deck forming, installation/removal of perimeter protection, etc.) must pay attention to what is going on above them and use spotters when needed.
- CAZs must be in place below hoisting activities.

ELECTRICITY & ELECTRICAL WORK

- 1. Ground Fault Circuit Interrupter (GFCI) protection is required for all 120v, 15 & 20 Amp receptacles, electrical extension cords and tools, including for those plugged into permanent power, portable generators and welding machines.
- 2. Electrical extension cords must be three-wire, 14 gauge minimum, rated for hard or extra hard usage, and rated for the tool/equipment's required amperage. If required by the manufacturer, electrical cords must not be plugged into one another.
- 3. Extension cords must be elevated and/or keep to the side of walkways to reduce exposure to damage. Cords are not to be routed through closed doorways/pinch points or in contact with metal or conductive objects/surfaces (unless protection is provided to avoid damage). Extension cords shall not be fastened with staples, hung from nails, or suspended by wire. Temporary power cords must be protected from damage. Those run overhead shall be adequately secured (with a non-conductive means) at or above 7 feet from floor level.
- 4. Only authorized personnel are allowed to enter electrical closets and power panels.
- 5. Work on energized equipment is strictly prohibited.
- 6. Electrical-panel covers must be in place on energized panels.
- 7. Damaged electrical equipment must be tagged and removed from the work area and be repaired by a qualified person.
- 8. Surge Strips are not allowed and Splitters must be rated for heavy usage, not home-receptacle type.
- 9. Work in wet or damp work locations must not be performed until all efforts to abate the hazard have been exhausted.

EXCAVATIONS

Subcontractors whose scope involves excavation/trenching work shall submit the following documentation prior to engaging in excavation activities:

• IIPP with Excavation Program

- Competent/Qualified Person certifications and proof of training
- JHA(s)
- Applicable permits (i.e., Cal/OSHA excavation permit)
- For excavations four (4) feet or more in depth, a detailed excavation plan showing the protective system to be used for the protection of personnel including, but not limited to the following: trench shield, shoring system, bracing, sloping, dewatering provisions, etc.

Subcontractors shall:

- Conduct site evaluation prior to starting work
- Attend a pre-dig meeting on site
- Understand and work in accordance with their Job/Activity Hazard Analysis
- Complete daily Pre-Task Plans
- Complete a <u>Daily Excavation Inspection Checklist & Log</u> (see attachment for sample form)
- Complete an Excavation Utility Permit (see attachment) as required by the BB Project Team

Inspection Requirements

The competent person responsible for the excavation(s) must be on site during all operations relating to the open excavation. Inspections shall be conducted by the competent person, documented, and a copy of the inspection provided to the BB Project Team—see attachment titled "<u>Daily Excavation Inspection Checklist & Log</u>."

The competent person shall classify the soil and shall inspect excavations:

- i. before entry:
- ii. at the start of each shift
- iii. as needed throughout the shift
- iv. after rain showers or heavy rains
- v. after freezing and/or thawing temperatures occur
- vi. after any condition that can cause change to the integrity of the soil
- vii. after nearby traffic, vibrations or earthquakes occur
- viii. after any significant modification to the support system

General Requirements

Excavations four feet or greater in depth;

- require protective systems (i.e., trench shield, shoring system, sloping, benching, etc.);
- must have a stairway, ladder, ramp or other safe and equivalent means of access and egress within twenty-five (25) feet of any employee working inside of the excavation; and
- where hazardous material may exist, the atmosphere in the excavation must be tested.

The Subcontractor shall obtain and maintain on site a Cal/OSHA Excavation Permit for excavations five (5) feet or greater in depth and shall in way of submittal, transmit copies of permits to BB Project Management & Supervision prior to the start of any excavation requiring a permit.

If the Subcontractor has an Annual Cal/OSHA Excavation Permit, the Subcontractor is required to fax a Job Notification to Cal/OSHA prior to the start of any digging or excavating. A copy of the Job Notification form shall be submitted to BB Project Management & Supervision before any digging or excavation work starts.

Where appropriate, barriers must be erected to prevent unauthorized access to an excavation.

All excavation material and stockpile material must be placed a minimum four (4) feet away from the edge of the excavation. Loose soil or rocks shall be removed from the side of the excavation walls and placed in a manner that the material does not have the potential to roll or become accidentally knocked back into the excavation.

For excavations over twenty (20) feet in depth or greater, all shoring, sloping, benching or any other protective means must be designed by a Registered Professional Engineer with means of verification.

The number of workers in the excavation shall be limited to the number needed to perform work.

Water shall not be allowed to accumulate in the excavation at any time. Pumps, drains or other means shall be used to remove water on a continuous basis or as needed.

Emergency rescue equipment shall be readily available.

While the excavation is open, the Subcontractor shall protect underground installations and utilities by supporting, or removing as necessary. When excavations must be left open for periods of time protective guardrails and/or hard barricades must be installed to prevent workers from falling into excavation.

Underground Utility Location and Potholing Procedures shall be followed to prevent damage to the identified underground utilities.

Subcontractors who will be working on preexisting sewage pipes must have their personnel; vaccinated from Hepatitis B or have signed waivers; trained on the applicable hazards including potential hepatitis B exposure; and must properly equip their personnel with protective equipment.

Equipment Operations

- Where lifting equipment is required to lift materials in / out of an excavation, consideration must be made of the ground conditions, anticipated loads, and surrounding structures e.g. overhead power lines.
- Where equipment e.g. a dump trucks are required close to an excavation, appropriate stop blocks must be used to prevent equipment from traveling into the excavation.
- Operations shall stop upon observation of any suspected unsafe soil conditions or if there are signs of previously disturbed soil, water seepage, or fissured soil.
- Vibration must be taken into consideration. Heavy equipment or nearby road traffic may also cause damage or disturb the excavation.
- No personnel shall be permitted underneath loads handled by lifting, excavating equipment, or dump trucks-- workers shall wait on top until load delivery is complete. Personnel are prohibited in areas where loads are being moved and/or placed.

Fall protection

- Where any personnel are exposed to fall hazards around trenches or excavations that are six feet or greater in depth, fall prevention measures must be addressed.
- Proper guardrails and toe boards shall be maintained at the top of the excavation when required for fall protection.
- Walkways with guardrails shall be used where personnel cross over excavations.

Trench Excavation Protective Systems

- Where buildings and other items are sufficiently close to risk surcharging of the excavation's sides, temporary support must be strengthened.
- Stability of adjacent structures shall be evaluated before starting an excavation and monitored daily thereafter.

- For excavations less than 20 ft. (6m) in depth, the maximum slope shall be 34 degrees measured from the horizontal (1-1/2 horizontal to 1 vertical) unless suitable protective systems are utilized.
- All support systems or shoring systems such as pre-engineered hydraulic systems shall have tabulated data on site and shall follow the guideline as stipulated within.
- Materials and equipment used for protective systems shall be free from damage or defects that might impair their proper function.
- Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support system.
- Removal of support systems shall begin at the bottom of the excavation and progress in an upward manner. Members shall be released slowly so as to note any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation.
- All excavations less than 20 ft. (6m) in depth which have vertically lowered portions shall be shielded or supported to a height at least 18 inches (.5m) above the top of the vertical side with a maximum allowable slope of 1-1/2:1.
- If a trench shield or trench box does not extend up to ground level, then the dirt above the top of the trench shield/box must be sloped. The slope must start at least 18 inches below the top of the box. When a trench box extends above the soil line, soil shall be place on the sides to prevent workers from falling between the trench box and the excavation. End plates shall be used at both ends of the trench boxes as deemed necessary. THE TRENCH BOX/SHIELD MANUFACTURER'S TABULATED DATA SHALL BE FOLLOWED AND READILY AVAILABLE ON SITE.
- Protective systems in excavations over twenty (20) feet deep must be designed, stamped and signed by a registered
 professional engineer and be submitted to BB Project Management & Supervision. EXCEPTION: If the manufacturer of the
 shoring system (hydraulic shores, trench boxes, trench shields, slide rail systems, etc.) allows the use of its equipment to
 depths greater than 20 feet, the Manufacturer's Tabulated Data shall be submitted to BB Project Management &
 Supervision, and the Subcontractor competent person for trenching & excavation shall have a copy on the job site.
- Excavations of earth material to a level not greater than 2 feet (.61 m) below the bottom of a shield shall be permitted, but only if the shield is designed to resist the forces calculated for the full depth of the trench, and there are no indications while the trench is open of a possible loss of soil from behind or below the bottom of the shield.

Shield Systems

- Shield systems or trench boxes shall be used to protect employees from forces imposed such as possible cave-in.
- Shield systems shall not be subjected to loads exceeding those which the system was designed to withstand.
- Shields shall be installed in a manner to restrict lateral or other hazardous movement of the shield in the event of the application of sudden lateral loads.
- Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.
- Employees shall not be allowed in shields when shields are being installed, removed, or moved vertically.

Training

Supervisors must be adequately trained in safe excavation principles and assessed for competency. Competency consists of:

- number of years of experience in the relevant field
- qualifications
- training (Competent person training for Excavation, OSHA 30, First Aid, CPR)
- familiarity with appropriate techniques and equipment
- recognition of risks

Additionally, operators of equipment must have been trained on the specific piece(s) of equipment. Also, depending on the hazards to be encountered, other required training may consist of confined spaces, respiratory protection, hazmat, rigging & signal person, flagger, fall prevention, etc.

FORKLIFTS & TELE-HANDLERS

This section applies to all operations that require the use of powered industrial trucks which may include forklifts, telehandlers, rough-terrain lifts, straight mast, motorized hand trucks, tractors, platform lift trucks, and other specialized industrial trucks powered by electric or internal-combustion engines.

- Daily inspections shall be documented and include, at a minimum, the items listed on the attached <u>Heavy Equipment</u>, <u>Forklift, Tele-Handler Daily Inspection Checklist</u>—the checklist is an optional form that subcontractors may use if they don't have their own form. Any malfunction must be taken care of before the piece of equipment is put back into service.
- 2. Operators or their employer must provide a copy of their current certification. If they cannot produce one, they will not be allowed to operate the equipment until certification is attained.
- 3. Operators must pass the attached Forklift Quiz prior to operating on a BB project. Only trained and authorized operators are allowed to operate forklifts. <u>Tele-Handler Forklift Evaluation English</u>. <u>Tele-Handler Forklift Evaluation Spanish</u>
- 4. A PTP must be completed each day that includes a listing of the weights of material to be moved and where in the load charts the weights fall.
- 5. "Free Rigging", the practice of hoisting equipment/material from forks, is not allowed-- Only manufacturer-approved attachments such as "truss-boom" attachments that have a load chart are permitted.
- 6. Chains, slings, and rigging used for hoisting must be inspected, tagged, and properly rated for the capacity to be lifted.
- 7. Forklifts must be equipped with approved overhead protection at all times in addition to roll-over protection (ROPS).
- 8. Telescoping boom forklifts must be equipped with a convex rear view mirror on the blind side of the machine.
- 9. Operators manual must be available for review by operators and supervisory personnel.
- 10. Capacities must be marked on the lift so it is clearly visible to someone in the operator's seat.
- 11. No use of propane-powered forklifts indoors or in confined spaces without adequate ventilation and air monitoring. The operation of fuel-powered industrial trucks indoors or in enclosed areas must be done with adequate ventilation and air monitoring for poisonous gases such as Carbon Monoxide (CO).
- 12. All equipment with a field of vision less than 270 degrees (i.e. rough terrain/all-terrain forklifts) will have a proximity alarm (this is different than the back-up alarm requirement). This alarm will have an audio and visual component. Proximity alarms will be installed in a position to best mitigate blind spots.
- 13. Controlled Access Zones must be set up around overhead/lifting activities.
- 14. Spotters must be used when traveling through congested areas, around blind spots, and at any time when the operator's vision may be hindered.
- 15. Operators must follow these rules:
 - Stop at all intersections.
 - Yield to pedestrians.
 - Face the direction of travel.
 - Reduce speeds when turning.
 - Sound your horn at blind corners.
 - Keep a safe distance behind other trucks, do not drive side-by-side.
 - Stop completely before backing up.

- Never park closer than 8 feet from the center of railroad tracks.
- Cross rail road tracks diagonally.
- When parking, place the forks on the ground and tilted forward. Set the parking brake and remove the key.
- When carrying a large of bulky load that obstructs visibility, the forklift is to be operated in reverse. Look where you are going.
- Do not lift unstable loads.
- Do not add counter weights to the forklift.
- Follow the manufacturer's instructions when driving up and down ramps. Keep the load uphill.
- Never turn while still on a ramp.
- No riders are allowed.
- Never allow anyone to walk or stand under the uprights or a load.
- Note low clearance hazards such as pipes, sprinkler heads, doorways, etc.
- Do not push or carry another disabled forklift with your forklift.
- Be aware of carbon monoxide hazards and if in an enclosed area subject to accumulation of carbon monoxide get an air monitor and test the air continuously.
- Before entering a truck trailer or railroad car, make sure its brakes are set and wheels chocked.
- Trailers not coupled to a tractor must have, in addition to its landing gear, fixed jacks.
- Always use a proper dock board with feet and handles. Steel plates can shift and are dangerous.
- Avoid parking on an incline if possible. If necessary, wheels must be chocked.
- If a forklift is to be used to elevate a work platform, use an approved safety platform with top rail, midrail, toe board, and attach platform properly with the moving parts of the mast protected. All other provisions as defined in the OSHA standards must also be followed.
- Forklifts shall be equipped with back up alarms, and if operating on roads, a yellow warning light and slow moving vehicle sign.
- A 10 lb. ABC fire extinguisher must always be within reach of the operator.
- If the powered industrial truck is unattended, the operator shall not exceed a distance of 25' away and the load must be lowered, controls in neutral, brakes set, and power shut off.
- Seat Belts must be worn at all times while in the operator's seat. Personnel working in the vicinity of powered industrial trucks must wear reflective vests.

HEAVY EQUIPMENT

- Pre-Task Plans and Job/Activity Hazard Analyses must identify heavy equipment to be used, associated hazards, and controls. Equipment operators must address the presence of personnel on foot in the areas of their operations. Likewise, personnel on foot in areas with moving equipment must address the equipment hazard in their planning.
- 2. Personnel should not be within ten feet of moving vehicles without adequate protective measures such as hard barriers (k rails, jersey barriers, etc).
- 3. Personnel shall not alter any equipment or systems without prior approval from the equipment/tool manufacturer and BB Project Management/Supervision.
- 4. Cell phone use is not allowed while operating equipment.
- 5. A valid driver's license is required for operating any vehicle or heavy machinery on the job site or corresponding right-ofway.
- 6. The speed limit on site, including parking lots, is 10 M.P.H. unless otherwise posted.

- 7. Engines must not be allowed to idle on BB Projects. Vehicle engines shall not be allowed to run in closed garages or other enclosed places, unless vents are provided which effectively remove the exhaust gases from the building.
- 8. Combustible and flammable materials shall be removed from the immediate area prior to operations.
- 9. Equipment shall be equipped with a fire extinguisher having a 5 BC rating or higher.
- 10. Whenever the equipment is parked, the parking brake shall be set. Equipment parked on inclines must have the wheels chocked and the parking brake set.
- 11. Equipment must have sufficient drip tubs to prevent leaks from contacting the soil. Leaks must be corrected IMMEDIATELY upon observation.
- 12. If equipment will be leaving the site, track out must be prevented by adequate means.
- 13. Where vehicles are operated, temporary covers for conduits, trenches and manholes and their supports, when located in roadways and vehicular aisles, shall be designed to carry at least 2 times the maximum intended vehicular live load and they shall be designed and installed as to prevent accidental displacement.
- 14. No equipment having an obstructed view to the rear will be allowed unless:
 - The vehicle has a reverse signal alarm audible above the surrounding noise level.
 - The vehicle is backed up only when a flagger, signal person, or spotter signals that it is safe to do so.
 - The vehicle is equipped with a back-up camera.
 - The operator follows a hands-off-the-controls/levers method when personnel are on foot in the area if feasible.
- 15. Tools and material shall be secured to prevent movement when transported in the same compartment with employees.
- 16. When mounting or dismounting a piece of equipment, personnel must maintain three points of contact and face the equipment. Non-slip surfaces should be in place on equipment.
- 17. Where a hazard exists to personnel because of traffic or haulage conditions at work sites that encroach upon public streets or highways, a system of traffic controls in conformance with the latest edition of "Manual on Uniform Traffic Control Devices for Streets and Highways" shall be required so as to abate the hazard. Additional means of traffic control, such as continuous patrol, detours, hard barricades, or other techniques for the safety of employees may be employed.
- Slow-moving vehicles (less than 25 mph) driven on public roadways shall be clearly identified by posting a triangular emblem, colored fluorescent yellow-orange with dark red reflective border.
- 19. Equipment that must pass under overhead utilities must be fully lowered.

Roll-Over Protective Structures (ROPS) and Cab Protection

- ROPS and seat belts shall be installed and used on all equipment that was provided with a ROPS by the manufacturer. ROPS shall provide operator protection against the hazard of falling objects. ROPS system manufacturer's labels must be intact and legible.
- 2. All cab glass shall be safety glass, or equivalent, that introduces no visible distortion affecting the safe operation.
- 3. All vehicles with cabs shall be equipped with windshields and powered wipers. Cracked and broken glass shall be replaced. Vehicles operating in areas or under conditions that cause fogging or frosting of the windshields shall be equipped with operable defogging or defrosting devices.
- 4. All haulage vehicles, whose pay load is loaded by means of cranes, power shovels, loaders, or similar equipment, shall have a cab shield and/or canopy adequate to protect the operator from shifting or falling materials.

Required Components

- 1. All vehicles shall have a service brake system, an emergency brake system, and a parking brake system. These systems may use common components, and shall be maintained in operable condition.
- 2. Whenever visibility conditions warrant additional light, all vehicles, or combinations of vehicles, in use shall be equipped with at least two headlights and two taillights in operable condition.
- 3. All vehicles, or combination of vehicles, shall have brake lights in operable condition regardless of light conditions.

- 4. Proximity Alarms As a best practice, all equipment with a field of vision less than 270 degrees (i.e. rough-terrain/all-terrain tele-handlers) should be equipped with an operational proximity alarm (this is different than the back-up alarm requirement). This alarm will have an audio and visual component. Proximity alarms will be installed in a position to best mitigate the blind spot hazard.
- 5. Quick Hitch Releases All equipment having quick hitch release mechanisms to change buckets or features on the equipment will be thoroughly reviewed and operators must provide evidence of training and knowledge, of their use and verify safety devices are engaged and fully locked.
- 6. All vehicles must be equipped with an operable audible warning device (horn) at the operator's station.
- 7. The wearing of seatbelts is mandatory on all equipment at all times. Riding in the beds of trucks, trailers or in/on any vehicle that does not provide safe seating for passengers is prohibited. Seat belts and anchorages meeting the requirements of 49 CFR Part 571 (Department of Transportation, Federal Motor Vehicle Safety Standards) shall be installed in all motor vehicles.
- 8. Vehicles used to transport employees shall have seats firmly secured and adequate for the number of employees to be carried.

Inspection Requirements

- 1. All heavy equipment shall have a documented inspection at the beginning of each shift to ensure that the equipment is within safe operating conditions as required by the manufacturer and free of apparent damage that could cause failure while in use. All defects shall be corrected before the vehicle is placed in service. For a sample inspection form that may be used, see the Equipment Inspection Checklist.
- 2. Mobile equipment without the proper safety devices shall be reported to the person in charge of equipment maintenance for correction.

<u>Maintenance</u>

- Maintenance of heavy equipment must be in accordance with manufacturer and other applicable requirements. Only qualified personnel are allowed to maintain equipment and must abide by the BB Project's requirements and have provisions for lone working. Maintenance personnel must have and follow written Lock Out Tag Out procedures (or block out procedures). Waste materials and liquids must be properly disposed of.
- 2. Except for emergency field repairs, a safety tire rack, cage, or equivalent protection shall be used when inflating truck or equipment tires after mounting on a rim, if such tires depend upon a locking ring or similar device to hold them on the rim.

Flaggers

- 1. A flagger or flaggers shall be utilized at locations on a construction site where barricades and warning signs cannot control the moving traffic. Flaggers shall be utilized in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways published by the State Department of Transportation.
- Flaggers shall be trained by persons with the qualifications and experience necessary to effectively instruct the employee in the proper fundamentals of flagging moving traffic. <u>Online training</u> resources are available for flagger certification. Certification of flaggers is available for look up by anyone and is <u>stored online here</u>.
- 3. Flaggers must be certified and shall wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Apparel and Headwear. During the hours of darkness, flaggers' stations shall be illuminated such that the flagger will be clearly visible to approaching traffic and flaggers shall be outfitted with reflectorized garments manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Apparel and Headwear. The retroreflective material shall be visible at a minimum distance of 1,000 feet. White outer garments with retroreflective

material that meets the above requirements may be worn during hours of darkness but not during snow or fog conditions, in lieu of colored vests, jackets and/or shirts.

HAZARDOUS MATERIAL

- 1. All known or suspected hazardous substances in the workplace will be properly labeled, including secondary containers.
- 2. Necessary, appropriate, protective equipment and devices shall be furnished by subcontractors for their personnel working with or exposed to hazardous substances.
- 3. Material usage and disposal shall be accomplished with strict adherence to applicable State and Federal Regulations and to manufacturers' warnings on the Safety Data Sheets (SDS) and product container labels.
- 4. The Subcontractor performing the removal of hazardous materials, shall be solely responsible for providing qualified and trained personnel to remove, store and transport the hazardous materials.
- 5. The Subcontractor shall refer to the definitions included in Sub-parts Z of 29 CFR 1926, for hazardous and toxic materials/substances and to others as additionally defined in Federal Standard 313A. Those most commonly encountered hazardous and toxic materials/substances include asbestos, polychlorinated biphenyl (PCB), Chromium VI, and lead-based paint or material, but may include others. The products most likely to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging and pipe covering, pipe, flooring materials, and lamp gaskets. Products likely to contain PCB are transformers, capacitors, voltage regulators and oil switches.
- 6. Where Asbestos Containing Building Materials (ACBM) lead paint or mold are abated, the Subcontractor, Subcontractors Tiers, Supplier, Vendor shall provide the Project Manager with clearance certificates, signed by a Certified Asbestos / Mold / Lead Consultant, once asbestos / lead / mold abatement has been completed.
- 7. The Subcontractor shall bring to the attention of the BB Project Manager and BB Safety Manager any material suspected of being hazardous encountered during execution of work. A determination will be made by the BB Project Manager as to whether the Subcontractor shall perform tests to determine if the material is hazardous and/or what measures will be taken to confirm that the material is hazardous and what abatement measures will be undertaken and by whom.
- 8. The Subcontractor shall provide the proper copies of the proper paperwork, shipping and disposal manifests to prove the hazardous materials were abated, stored, transported and disposed of in accordance with current local, state and federal requirements.
- 9. Empty aerosol spray cans shall be disposed of in proper containers identified by the BB Project Manager or Superintendent.
- 10. Paints and solvents shall be washed from tools in an approved washout location. Washout to be provided and maintained by Subcontractor.

HEAT ILLNESS PREVENTION

Subcontractors shall comply with <u>California's Heat Illness Prevention Standard</u>. California subcontractors are required to take these four steps to prevent heat illness:

- 1. Training: Train all employees and supervisors about heat illness prevention.
- 2. Water: Provide enough fresh water so that each employee can drink at least 1 quart per hour, *and encourage them to do so*.
- 3. Shade: Provide access to shade and encourage employees to take a cool-down rest in the shade for at least 5 minutes. *They should not wait until they feel sick to cool down.*

4. Planning: Develop and implement written procedures for complying with the Cal/OSHA Heat Illness Prevention Standard.

In addition to California's HIP requirements, subcontractors shall provide the BB project team with their company's Heat Illness Prevention Program/written procedures (HIPP) not less than two weeks prior to their start of work on a project. Also, each subcontractor must provide proof of personnel training on their HIPP. Proof of training may consist of the following:

- a list of trained workers on subcontractor's letterhead,
- a class roster with the company name, or
- employee training cards.

Lastly, subcontractors must identify heat related exposures on their JHA(s) and PTP(s) to ensure control measures are in place and enforced. Subcontractor workers will be responsible for following the requirements set forth in their company's HIPP as well as following control measures identified on their JHAs and PTPs.

HOT WORK

- 1. Hot Work includes any work involving burning, welding, or similar operations that is capable of initiating fires or explosions.
- 2. Subcontractors who perform hot work activities must have a Hot Work Program that is either equal to or greater than BB's Hot Work Program.
- 3. Only authorized and trained individuals shall be permitted to perform hot work operations.
- 4. Hot Work shall be permitted only after all precautionary steps have been completed as indicated on the Hot Work Permit. See the attached "<u>Hot Work Permit</u>."
- 5. At least one fully charged and operable fire extinguisher that is appropriate for the type of possible fire must be immediately available at the hot work location. Balfour Beatty ensures that general duty fire extinguishers are provided and maintained per OSHA Standards, however, subcontractors must provide their own activity-appropriate type and size fire extinguisher protection as applicable.
- 6. Fire watch personnel must be trained in the use of fire extinguishing equipment and be familiar with the Project Specific Fire Prevention Plan. Personnel performing hot work activities must have adequate training and experience to perform their duties safely. Personnel operating arc welding equipment and gas-shielded welding equipment must be competent. Personnel handling fuel gas must be instructed on safe practices.
- 7. A Fire Watch shall be maintained in the area of the hot work operations during hot work operations and for at least 30 minutes after the hot work has ceased. NOTE: Some projects may require a Fire Watch to remain in place for a longer period of time. BB's Project Manager or Superintendent will identify the areas/projects where the Fire Watch has to remain on station longer than 30 minutes.
- 8. All combustible materials shall be removed from the vicinity of any spark producing or open flame activity. Dumpsters must be located twenty (20) feet or more from buildings except when located beneath a trash chute.
- 9. No welding, cutting or spark producing activity shall take place within fifty (50) feet of flammable fuel storage or fueling operations, or within (25) feet of combustible materials.
- 10. Personnel engaged in hot work activities shall cover all wood planking, scaffolds, wooden forms, and flammable and/or combustible materials or liquids that are within 35 feet of the work area that cannot be removed, with approved fire-retardant blankets, pads, curtains, covers and/or shields.
- 11. Combustible floors are protected with approved fire-retardant blankets, pads, curtains, covers and/or shields.

- 12. Special precautions should be taken for heating pipes or other metal that is in contact with combustibles, walls, partitions, ceilings, or roofs.
- 13. When hot work is performed at an elevated location, sparks or slag that could fall and land under the hot work operation shall be adequately protected against.
- 14. Adequate ventilation is required for all hot work operations.
- 15. The floor shall swept clean within 35ft. of the work area.
- 16. The Subcontractor shall erect flash screens or suitable fire resistant barriers where there is the possibility of exposing personnel or the general public to radiation emitting from arc welding or similar operations.
- 17. Cylinders containing oxygen or oxidizing gases shall be separated from cylinders in storage containing fuel gases by at least 20 ft. or by a fire resistive partition having at least a ½ hour rating that is at least five feet high or 1 foot higher than the cylinders, whichever is taller. Note: According to EM385-1-1, 20.D.03d storage of fuel gases must maintain by at least 20 feet or by a fire restive partition having at least a 1 hour rating.
- 18. All compressed gas cylinders in service shall be secured upright in substantial fixed or portable racks or hand trucks.
- 19. Compressed gas cylinders shall be secured in an upright position at all times, except when being hoisted (except acetylene cylinders shall never be laid horizontal).
- 20. If propane cylinders are to be used on this project proper storage must be provided by the Subcontractor. This storage must be secured and kept a minimum of 50 feet away from any building or structures. This storage must be protection from vehicular/equipment traffic and no smoking within 50 feet signs shall be posted.
- 21. Sprinkler heads and/or sensors must be protected if hot work is done in close proximity to an automatic fire detection or suppression system. Systems may need to be placed in test mode during hot work activities.
- 22. Hot work is not allowed in the following areas:
 - In areas not authorized by BB Management
 - In the presence of explosive atmospheres (e.g. gases, vapors, liquids, or dusts)
 - In areas where explosive atmospheres could potentially develop
 - In areas with an accumulation of combustible dusts
- 23. Hot Work Permits (HWPs) shall be completed:
 - For welding, cutting, grinding, and other hot-work activities.
 - Prior to hot work activities commencing.
 - For up to one work shift with the exception of exterior construction such as steel erection or reinforcing steel which may be completed for up to one week.

24. HWP Process

- i. Personnel who are to engage in hot work obtain a permit from BB
- ii. Personnel completes permit section 1
- iii. Personnel gives completed permit to BB Supervisor
- iv. BB Supervisor verifies adequacy of the permit
- v. BB Supervisor and personnel sign Part 1
- vi. BB Supervisor retains Part 1
- vii. Personnel takes Part 1A and retains it for records
- viii. Personnel fills out and displays permit at the location of the hot work
- ix. After fire watch is complete, personnel sign bottom of Part 2
- x. Personnel returns Part 2 to BB Supervisor.

XI. BB Supervisor to retain HWP until conclusion of the project/activity

HOUSEKEEPING

- All work areas shall be maintained in a "broom swept" condition utilizing a non-dust producing compound at all times to the greatest possible extent. This shall include packing materials, demolition debris, and scrap material, unused or unusable excavated material. If the Subcontractor fails to comply, the Project Manager or designee will remedy the non-conforming situation and deduct costs incurred from monies owed the Subcontractor.
- 2. Debris will not be allowed to accumulate. All trash shall be removed and cleaned up from the site or contained in suitable covered dumpsters, trash bins or similar containers.
- 3. Loose materials shall not be stored around the floor perimeter edge or perimeter of floor openings where they can be easily knocked off. All materials shall be maintained in neat stockpiles for ease of access. Keep aisles and walkways clear of loose materials and tools. Materials shall not be placed within six feet of any hoist way or floor openings or within ten feet of any exterior wall that does not extend above the material stored.
- 4. Clean up loose materials, waste, etc., immediately. This is especially important in aisles and in the vicinity of ladders, ramps, stairs, and machinery. Tools and loose materials should be removed immediately if a hazard is created. Protruding nails should be removed or bent over as the material is removed. Cleaned lumber should be stacked in orderly piles. Workmen performing this task should wear heavy gloves and puncture-proof insoles.
- 5. Empty bottles, containers and papers should not be allowed to accumulate where lunches are eaten on the jobsite. Trash disposal cans shall be provided. Glass bottles are not allowed on the construction site.
- 6. Any debris that is dropped more than 20 feet to any point outside the exterior walls of the structure shall be done with the use of a chute or slide. The chute or slide must be enclosed on all sides. Employees and general public shall be protected by flying debris by barricade or other protective means as necessary. A lockout/tagout program, fall protection or other requirements for the removal of clogged material may be required. Before removal of clogged material, a competent person shall review the operation and applicable JHA.
- 7. Spilled liquids shall be cleaned up immediately.
- 8. Sanitation will be in accordance with OSHA Subpart D 1926.51 (Sanitation). This references drinking water, toilet facilities, and hand washing stations.
- 9. All stairways, passageways, gangways, and crossways, must be kept free of material, supplies, and obstructions at all times.
- 10. Containers shall be provided for the collection and separation of waste, trash, oily and used rags, and other refuse. Containers used for oily, flammable, or hazardous wastes, such as caustics, acids, harmful dusts, etc., shall be equipped with labels and covers.
- 11. All trash and debris will be removed from all work areas daily. Trash receptacles shall be emptied as needed. All trash/debris must be cleaned up and disposed in the appropriate dumpsters and covered nightly. This includes lunch/break trash. Work areas must be cleaned every day by trades that generate the debris and maintained in a safe working condition. Housekeeping is a condition of employment
- 12. Sweeping compound shall be used when sweeping is conducted.
- 13. Any alterations/renovations in finished areas shall require adequate dust control methods such as temporary dust protection or tools/vacuums with HEPA filters to collect dust generated.

- 14. Dry sweeping and the use of compressed air for the cleaning of floors and other surfaces shall be prohibited. If vacuuming is used, the exhaust air shall be HEPA filtered to prevent generation of airborne respirable dust. Gentle wash down of surfaces is preferred.
- 15. Strict compliance with the project specific Construction Waste Management Plan is required. Recycled materials include but are not limited to wood, scrap metal, concrete, asphalt, cardboard, and drywall. Construction waste shall only be placed in the appropriately labeled dumpster.
- 16. Extension cords, hoses, welding leads, etc., must be run overhead when possible in stairways, aisles, and exit areas.
- 17. NO Tobacco or sunflower seeds are allowed on jobsites, (except in designated areas).
- 18. No eating in buildings (except BB designated lunch areas identified by the site logistics plan).
- 19. The floor of every workroom shall be kept as dry as possible. Drainage shall be maintained where wet processes are used, and false floors, platforms, mats, or other dry standing places shall be provided, when possible.

LADDERS

Ladders should be considered as a last resort to gain access to work areas and/or work positions. Subcontractors shall
eliminate the use of ladders as much as feasible by supporting the use of alternate methods for reaching work areas at various
heights. For example, in lieu of ladders, a subcontractor may choose to use mechanical and mobile lifts such as elevated work
platforms with guardrails. However, in various situations where ladders need to be used, Subcontractors shall ensure that
safe ladder practices are followed.

Ladder users shall be trained on the following:

- Importance of using ladders safely including injuries due to falls from ladders.
- Selection of ladders, including types, proper length, maximum working loads, and electrical hazards.
- o Maintenance, inspection, and removal of damaged ladders from service.
- Erecting ladders including footing support, top support, securing, and angle of inclination.
- Climbing and working on ladders including user's position and points of contact with the ladder.
- Causes of falls, including haste, sudden movement, lack of attention, footwear, and user's physical condition.
- Prohibited uses including climbing on cross bracing, uses other than designed, exceeding maximum lengths, and not meeting minimum overlap requirements.
- All manufacturer requirements and instructions

Safe Ladder Practices - General

- Only the following ladder types shall be used:
 - Type 1 (250 lbs maximum rated capacity),
 - Type 1A (300 lbs maximum rated capacity),
 - Type 1AA (375 lbs maximum rated capacity)
- Ladders must not be loaded beyond the manufacturer's rated capacity
- Ladders constructed primarily of metal shall not be used
- Manufactured-wood or trestle ladders shall not be used
- Ladders shall be used according to their intended design
- Specialty ladders shall only be used with BB approval
- Fall protection is required when the worker is at a standing height greater than six feet (6') above the adjacent surface. A retractable device is recommended for connecting to an anchor point for ladder use.
- A fall protection system shall be used when a worker is exposed to other potential fall hazards such as leading edges, open floor/wall holes or window openings while working and/or ascending or descending from a ladder.

- Access Ladders A fall protection system is required for access ladders (including scaffold access ladders) where the top landing is greater than twenty feet (20') above the adjacent surface (within a 6' radius). Scaffold stairs towers shall be used to access elevated work areas when it is the primary access to an area.
- Only ladder rungs, not the side rails, shall be used while ascending or descending ladders
- Users shall keep their body in between the side rails of a ladder and not overreach
- Do not carry equipment or materials while ascending or descending ladders
- Users must face ladders and maintain 3 points of contact at all times while working and/or ascending or descending from a ladder
- o Ladders must be equipped with non-skid safety feet
- Ladders shall be placed on a stable and level footing at all times
- o Ladders shall not be used on ice, snow or slippery surfaces
- Do not place ladders in passageways, doorways, driveways, or any location where they may be displaced by other work activities, unless protected by barricades or someone dedicated to watch and warn both the user and others that might approach the work area
- o Ladders shall not be placed on boxes, barrels, or other unstable bases to obtain additional height
- Ladder feet shall not be wrapped with plastic or carpeting
- At the base of a ladder, the landing surface must be clear and smooth (for example, when ladders are used to access rebar mats in an excavation, a piece of secured plywood would be an adequate landing).
- Avoid excessive pulling and pushing while on a ladder.
- Job-built ladders should only be built by qualified carpenters and according to OSHA and ANSI standards.
- Get help when moving large/heavy ladders.
- Never store material or tools on the steps of a ladder.
- Employees shall be trained on ladder use/safety as part of their employer's safety program.

Inspection / Maintenance

- Inspect ladders prior to use. Never use ladders with broken, bent or missing rungs or steps, broken or split side rails, missing labels, or other faulty or defective construction. Ensure movable parts operate freely without binding or undue play.
- o Damaged ladders shall be tagged as defective and removed from service.
- Ensure the side rails, cleats, and/or rungs of ladders are kept clear and free of lines, hoses, cables, wires, oil, mud, ice, grease, and debris.
- Ensure areas around the top and bottom of ladders are kept clear of materials, tools, equipment and debris.

Safe Ladder Practices - Extension Ladders

- Extension ladders shall be setup at a 1:4 base to height ratio
- Side rails must extend at least 3 ft. above the upper landing
- \circ Tie, block, or otherwise secure ladders to prevent them from being displaced or moved
- \circ Extension ladders shall only be adjusted while standing at the base
- \circ $\;$ Workers shall not stand on the top three rungs of an extension ladder
- Extension ladders shall only be used with the rung locks engaged
- o Always be aware of overhead hazards when setting up an extension ladder
- For heavier ladders, two people are required to erect and move the ladder
- \circ A step-through system should be used when possible at the top of ladder landings

Safe Ladder Practices - Stepladders

- \circ $\;$ Always fully open and lock side braces when using stepladders
- Stepladders shall not be used for access and egress to elevated work areas
- \circ $\;$ Step ladders shall not be used as a straight ladder or in the partially closed position
- \circ $\,$ Do not place planks on the top or on any step of a stepladder $\,$
- \circ $\;$ Never stand on the top two steps or top cap of a stepladder $\;$
- \circ $\;$ Never climb on the rear side of a one-sided stepladder $\;$
- o Never straddle a stepladder
- o Place all four feet of the ladder on even and solid footing

• Do not "walk" ladders.

Safe Ladder Practices - Job-Built Ladders

- \circ Job-built ladders must be constructed in accordance with ANSI Standard A14.4 1979
- Job-built ladders must be constructed for intended use and must safely support the intended load.
- If a ladder is to provide the only means of access or exit from a working area for 25 or more employees, or simultaneous two-way traffic is expected, a double-cleated ladder shall be installed.
- Double-cleated ladders must not exceed 24 ft. in length
- Single-cleat ladders must not exceed 30 ft. in length
- The width of single-cleat ladders shall be at least 15 inches, but not more than 20 inches, between rails at the top.
- o Rail splicing is permitted only when there is no loss of strength to the rail
- o Rails must be made from select Douglas fir without knots
- 2x4 inch lumber shall be used for side rails of single cleat ladders up to 16 feet long; 2x6 inch lumber shall be used for single-cleat ladders from 16 to 30 feet in length.
- 2x4 inch lumber will be used for side and middle rails of double-cleat ladders up to 12 feet in length; 2x6 inch lumber for double-cleat ladders from 12 to 24 feet in length.
- Inset cleats into the edges of the side rails ½ inch, or filler blocks shall be used on the rails between the cleats. Secure the cleats to each rail with three 10d common wire nails or other fasteners of equivalent strength. Uniformly space cleats at 12 inches top-to-top.

LOCK OUT TAG OUT (LOTO)

It is the policy of BB to strictly **prohibit work on energized circuits and equipment**. The requirement for lock-out tag-out (LOTO) applies to all sources of hazardous energy including electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other energy.

Subcontractors and their tier-subcontractors who perform authorized hazardous energy work are responsible for their LOTO activities and must provide the BB Project Team with their LOTO program, applicable procedures, and proof of training. Specific LOTO procedures* for the task(s) to be conducted on the BB project must be included on or with the Subcontractors' and their tier-subcontractors' respective job hazard analysis and will be reviewed by the BB project team. All major equipment, i.e. hoists, backup generators, air compressors, etc., must have a specific written procedure for LOTO and energy isolation.

All LOTO must be coordinated with the BB SH&E Manager, Superintendent and/or Sr. Project Manager. No equipment shall be taken out of service without notification to the BB SH&E Manager, Superintendent and/or Project Manager. It is the Subcontractor and their tier-subcontractors responsibility to supply their own LOTO devices (e.g., tags, locks and point of contact--name and telephone number). Additionally, static/grounding cables must be used to prevent static spark anytime equipment is cut out or unbolted and removed where a hazardous atmosphere may be present.

*LOTO procedures shall be developed, documented and utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this standard. The procedures shall clearly and specifically outline the scope, purpose, authorization, rules, and techniques to be utilized for the control of hazardous energy, and the means to enforce compliance including, but not limited to, the following:

- Specific statement of the intended use of the procedure
- Specific procedural steps for shutting down, isolating, blocking and securing machines or equipment to control hazardous energy
- Specific procedural steps for the placement of lock out or tag out devices and the responsibility; and
- Specific requirements for testing a machine or equipment to determine and verify the effectiveness of lockout devices, tagout devices, and other energy control measures.

Placement of Locks

A member of the BB Project Management Team and the property owner or their representative(s) must be notified and have given approval to shut down and lock out the system or equipment before attaching the locks to the isolating devices.

It is the responsibility of each person working within the "LOCK-OUT" area to place his/her own lock or tag on upstream lockout points. Use of another person's lock or tag (i.e. working in the area under the security of another person's lock) is STRICTLY FORBIDDEN. During construction and prior to check out of the system, the supervisor in charge of the installation of equipment may attach a single lockout device as a means of control, but employees are still required to lock and or tag to assure their own safety.

If a job extends over a change in shifts, the person coming on the job shall put his/her lock on all the lock-out points and the person leaving shall remove his/her locks.

When more than one employee may be exposed to the hazard of re- energizing a de-energized circuit, each exposed employee must apply their own lock. A lock-out scissors, cable or other such multiple lock devices shall be used.

A stop button or electrical interlock must never be used as a substitute for "LOCKOUT".

All persons having the need to enter a locked out area or system will be issued as many locks as necessary to perform the expected tasks of the job. "LOCKOUT" locks will be identified with the individuals' number and name. One key will be issued with each lock. Any remaining keys will be forwarded to the project office.

If a job extends over a change in shifts, the person coming on the job shall put his/her lock on all the lock-out points and the person leaving shall remove his/her locks.

Use of another person's lock (i.e. working in the area under the security of another person's lock) is STRICTLY FORBIDDEN.

When more than one employee may be exposed to the hazard of re- energizing a de-energized circuit, each exposed employee must apply their own lock. Lock-out scissors, cable or other such multiple lock devices shall be used.

Removal of Lockout- Restoring Equipment to Service

When the servicing or maintenance is completed and the machine or equipment is ready to return to normal operating condition, the following steps shall be taken:

- Check the machine or equipment and the immediate area around the machine or equipment to ensure that nonessential items have been removed and that the machine or equipment components are operationally intact.
- Notify workers of intent to re-energize
- Check the work area to ensure that all employees have been safely positioned or removed from the area.
- Inspect the work area to confirm tools, support or test equipment are clear of danger.
- Verify that guards, interlocks, etc. have been re-installed when applicable.
- Verify that the controls are in neutral.
- Remove electrical jumpers, bypass lines and other such devices.
- Remove the lockout devices and re-energize the machine or equipment. Note: The removal of some forms of blocking may require re-energizing of the machine before safe removal.
- Notify affected employees that the servicing or maintenance is completed and the machine or equipment is ready for use.
- When the person who applied the lockout is not available to remove it, due to lost key, absence, or any other reason, the abandoned lock procedure must be utilized. The removal of a lockout device has serious consequences and must not be taken lightly.
- Re-energize
- Confirm the system is operating properly and safely.

Abandoned Lock Policy

Due to potentially serious implications, a member of the BB Project Team must authorize the removal of a lockout device without a key. The <u>Abandoned Lock Form</u> is to be completed and followed for this purpose (see attachment).

Other Energy Sources

Lock-out tag-out must be used isolate hazards associated with energy sources such mechanical, hydraulic, pneumatic, etc.

- 1. For piping systems, lock out both inlet and outlet valves. Relieve pressure by bleeding or flushing. Ensure lock out prevents buildup of pressure.
- 2. For mechanical systems, place the equipment in the relaxed position or block the equipment to prevent movement. Use lock out devices to secure the block.

Coordination of LOTO among multiple trades

When more than one trade will be affected by LOTO, coordination must take place. BB Project Management & Supervision will ensure that coordination has occurred and is properly documented on a written procedure, job hazard analysis, and pre task plan.

LONE WORK

Whenever personnel work alone, such as in a confined space or an isolated location, the supervisor must account for each worker by sight or by verbal communication throughout each work-shift at regular intervals appropriate to the job assignment; and, at the end of the job assignment or at the end of the work-shift, whichever occurs first.

Supervisors must assess the hazards of the workplace; talk to the workers about their work and get their input on possible solutions; avoid having a lone worker whenever possible, especially for jobs with a recognized risk; take corrective action to prevent or minimize the potential risks of working alone; provide appropriate training and education; establish a check-in procedure; ensure regular contact is kept with all workers; establish ways to account for people (visually or verbally) while they are working; schedule high-risk tasks to be done during normal business hours, or when another worker is capable of helping when an emergency is present. Supervisors shall ensure rapid assistance to workers in the event of an emergency.

It is important that a check-in procedure be in place. The supervisor will decide if a verbal check-in is adequate, or if the employee must be accounted for by a visual check. Supervisors must make sure the plan is appropriate for both regular business hours as well as after main office hours.

Supervision and/or designated representatives must account for personnel by visual or verbal communication. Acceptable means of visual communication may include video surveillance or in-person visual contact. Acceptable means of verbal communication may include the use of mobile phones, two-way radios (walkie-talkies), in-person talking, or intercom systems.

MATERIAL HANDLING

- 1. Personnel engaged in rigging loads must be certified and trained accordingly. Personnel who perform multiple-lift rigging must be provided training on the specific hazards of multiple lifts, the procedures, and equipment. Equipment operators must be trained on the specific piece of equipment, its limitations, and appropriate attachments.
- 2. Material handling must not be conducted overhead of personnel or the public. A Controlled Access Zone (CAZ) must be established to restrict access.
- 3. Occupied buildings must be vacated if there is a potential for suspended loads to be dropped.
- 1. Horns, whistles, or other audible warnings should be sounded to warn personnel when loads are to be moved overhead.
- 2. Free-rigging, picking / suspending a load with a single fork while using tele-handlers such as rough terrain forklifts will not be permitted. Approved / Engineered lifting systems for this type of operation must be utilized.

General Material Handling Requirements:

- Make eye contact with all operators on powered material handling equipment
- Do not attempt to catch falling objects
- Tag lines must be used if loads could possibly swing or need to be manipulated by hand

- Wire rope shall not be burned off with heat. Any wire rope with welding damage must be discarded
- All loads must be made secure before moving or transporting
- Mark special custom-design grabs, hooks, clamps, or other lifting accessories to indicate the safe working loads.
- Lifting devices must be rated with limits, and equipment they are attached to (e.g. forklifts) must be designed and approved for those attachments
- All rigging equipment will be designed, proof tested and certified with a 5:1 safety factor
- Only drop-forged shackles and wire rope clips are permitted
- Job-made/custom-fabricated lifting hardware and attachments are prohibited unless designed by a Registered Professional Engineer and BB is provided with documentation.
- Palletized loads are not to be lifted with rigging (only lifted by forks)
- When workers could be exposed to injury from rigging failure, a pick plan must be developed with a rigging diagram illustrating component capacity. The capacities of rigging hardware must be marked on the device, and not exceeded
- Rigging hardware must be designed for the application and environment in which it will be used
- When not in use, rigging equipment must be stored properly
- Never block an aisle or walkway with materials or equipment
- Loads must not be swung or suspended over workers
- Equipment removed from service must be tagged with an "Out of Service" tag
- Load-line fittings are not allowed to contact the rigging block sheave
- Lifting will not take place if winds exceed 25 mph unless discussed with and approved by the lift director

<u>Slings</u>

- When slings are applied to sharp-edged loads, the sharp edges must be protected with softeners sized appropriately to prevent damage to the slings.
- All slings must have legible tags. If the tags are no longer legible, slings must be discarded so they cannot be used again.
- Slings should be double-wrapped when used in choke applications. Softeners shall also be used to prevent slippage.

<u>Hooks</u>

- All hooks shall have functioning safety latches. Hooks and other rigging components shall be attached in a secure manner.
 Hooks and other lifting attachments on the buckets of front-end loaders, and backhoes are prohibited from use unless used in accordance with the manufacturers specifications designed and certified by a professional engineer.
- Open hooks shall only be used when attaching or disconnecting the hook would place a worker in a dangerous position. A Job/Activity Hazard Analysis must be used to establish the hazards and methods to protect against those hazards involved in the use of open hooks.
- Hooks shall be visually inspected prior to use to verify safe working condition. Hooks shall be removed in accordance with the hook manufacturer's specifications, some criteria for removal from service are:
 - Evidence of cracks;
 - Wear exceeding 10 percent of original dimension;
 - \circ A bend or twist exceeding 10o from the plane of the unbent hook;
 - Increase in throat opening exceeding 15 percent of original dimension;
 - Missing or improperly functioning safety latch;
 - Any modification, i.e. grinding or welding.

Come-Alongs and Chainfalls

Come-alongs and chainfalls shall be used in accordance with manufacturer specifications and legislative jurisdictional requirements. When chainfalls are used as a rigging component with a mobile crane, the lifts shall be deemed a critical lift.

Come alongs and chainfalls shall:

Be inspected for internal/external wear and be proof tested prior to use and every 12 months thereafter;

- Have the capacity identified;
- Have all components, including the hook, rated in consideration of the required safety factors, of a sufficient capacity for the hoist;
- Not have the chain wrapped around the load for hoisting; and
- Have load limiters, if so equipped, set at or below the safe working load
- Come-alongs and chainfalls shall be removed from service if there is:
 - Any evidence of slipping or failure;
 - Any evidence of cracks, damage or other defects on the body or handles;
 - Excessive wear, stretch or deformity in the chain; or
 - A direction or recall from the manufacturer.

Inspection and Testing of Rigging Components

- Rigging components shall have a documented inspection prior to initial use on the project and defective rigging shall be tagged and removed from service.
- All spreader bars, lifting beams, links and other rigging components designed and certified/stamped by a professional engineer will be tested/inspected prior to initial use.
- Proof test all below-the-hook rigging devices prior to initial use to 125 percent of their rated load.
- Daily inspections must be performed and documented on all rigging and material handling equipment by a qualified person.
 For a sample form, please see the attached <u>Daily Rigging Inspection Checklist</u>.

Multiple-lift rigging procedure

A multiple lift is only to be performed if the following criteria are met:

- A multiple lift rigging assembly/bridle is used (one device with one eye attached to the hook);
- A maximum of three members are hoisted per lift;
- The multiple lift rigging device has a capacity based on the manufacturer's specifications with a five to one safety factor for all components;
- Only beams and similar structural members are lifted (no bundles of decking); and
- All employees engaged in the multiple lift have been trained in these procedures.

The multiple lift rigging assembly must be rigged with members:

- Attached at their center of gravity and maintained reasonably level;
- Rigged from top down; and
- Rigged at least seven feet (2.1 m) apart.

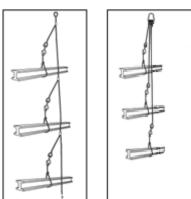
The members on the multiple lift rigging assembly must be set in place from the bottom up.

PRESSURE TESTING

Subcontractors engaged in hydrostatic or pneumatic pressure testing of lines must submit a detailed plan and completed <u>Pneumatic Test Permit</u> (for Pneumatic Testing—not hydrostatic) to Balfour Beatty (BB) prior to any pressurization of piping systems and/or the use of pneumatic plugs.

Pressure Testing – Subcontractor Plan Requirements

The plan must, at a minimum, address the following:



- Reason for Pressure Test Reference applicable contract requirements specification.
- Planned Test Pressure
- Planned Duration of Test
- Lock Out / Tag Out Program
- Written procedure for test which includes:
 - Test site preparations and related precautions including removal of unauthorized personnel, isolation of test site and a determination of the restricted distance for the pressure test. The restricted distance is the distance from the item(s) under test at which barriers and warning signs are placed to prohibit access.
 - Automatic pressure relieving device (pressure relief safety valve), which must be sized to handle the maximum output of the pressure source and set at not more than 110% of planned test pressure to prevent excessive pressure during testing.
 - Restraint Methods of Piping System
 - o Names of test supervisor, participants, and their qualifications/training
 - Ratings of connections and fittings, including those used for solely for testing purposes must be rated for pressure equal or greater than the system piping.
 - Activity/Job Hazard Analysis (AHA/JHA) and Pre Task Plan (PTP) written for the activity, reviewed with BB and test crew immediately prior to testing.

Each employee required to wear a respirator must be trained before the first use. The training must be comprehensive, hazard/task specific, and repeated annually or more often if necessary. This training must include:

- Limitations and capabilities of the respirator
- Respirator use during emergencies or when a respirator malfunctions
- Reasons why respirators are required
- How improper fit, usage and maintenance can adversely affect the respirator
- How to inspect, put on and remove, use and check the seals of the respirator
- Maintenance and storage procedures
- How to recognize medical symptoms that limit or prevent the use of respirators
- The requirements of applicable federal and state regulations

SILICA

Respirable Crystalline Silica (RCS):

Each contractor engaged in a task that releases dust containing silica at the Action Level 25 μ g/m³ must submit a Written Silica Exposure Control Plan to the Balfour Beatty project team, in order to avoid worker exposure for their own workers and other personnel. For assistants creating a plan reference <u>www.silica-safe.org</u>. The plan will meet criteria set forth by <u>CFR 1926.1153(g)</u> and also include:

- Specific tasks that could release silica (Exposure assessment).
- Anticipated location, start and end dates for each task.
- Competent Person designation with (Mandatory) 3 hour Silica Training Certification
- Specific Exposure Control Methods to reduce or eliminate silica release per <u>CFR 1926.1153(c)(1) Table 1</u> (e.g. wet sawing or drilling, misting of dust, use of local exhausted power tools).

These plans will be shared with all contractors involved on the project who will review and incorporate them to avoid potentially significant exposures. Sometimes this may involve temporarily suspending operations in a specific area during a silica activity or scheduling the work activity for off hours.

Procedures:

All workers exposed to silica dust must wash their face and hands prior to smoking, drinking, eating and at the end of the shift.

Eating, drinking, smoking, use of chewing gum or tobacco is prohibited in all areas contaminated with silica dust.

Dry sweeping or dry brushing is not permitted along with the use of tools such as air compressors, leaf blowers, etc. to clean clothing or work surfaces that could contribute to the exposure of RCS on Balfour Beatty job sites.

To the extent feasible, all worker vehicles should be parked away from an anticipated silica dust generating operations.

Workers with anticipated exposures at or above the OSHA Action level of 25 micrograms per cubic meter of air must wear protective clothing (i.e. disposable Tyvek suit or washable work clothing) that stays on site. In some situations thoroughly vacuuming worker clothing with a HEPA filtered vacuum may be sufficient.

Air monitoring should be conducted to determine an Exposure Assessment at job sites where there is a potential for silica exposure at or above the action level. The purpose of the monitoring is to ensure that the appropriate level of respiratory protection and control method are chosen.

A reassessment of exposures will be conducted when a contractor has any reason to believe that new or additional exposures at or above the action level have occurred for the following:

- change in the production
- change in process
- change of control equipment
- change of personnel or work practices.

Engineering control methods may involve the following:

- Wet sawing
- Wet drilling
- Water mist or fog to control dust clouds
- HEPA filtered local exhaust power tools
- Enclosed, filtered, air conditioned equipment cabs
- Non-silica containing abrasives for use in abrasive blasting
- Housekeeping to minimize accumulation of silica-containing waste (spent abrasive, drilling/grinding dust)

Clean up and containerize waste as soon as feasible after generation (HEPA vacuum, or wet sweeping only)

Administrative controls can be used in conjunction with engineering controls to further reduce the likelihood of worker exposure or to minimize the number of workers who are over exposed. These administrative controls may include:

- Contractors who anticipate doing silica dust creating work should notify other contractors as far in advance as possible as to the location, date, start time and duration.
- Contractors will to the extent feasible, limit silica generating work to off hours, or coordinate times when other contractors can vacate the immediate work area.
- Contractors will leave the immediate work area while other contractors are conducting silica-generating operations above the 25 μg/m³ Action Level
- All areas with silica-generating activities will have silica warning signs posted at all access points and the area flagged off if necessary to prevent unauthorized workers from entering during silica generating operations. For example:



Rotating workers from high silica exposure jobs to low exposure jobs during the day. All workers must be trained to a Hazard Communication level awareness of silica. This training should cover the following topics:

- Adverse health effects of silica.
- Tasks, locations, jobs that may generate silica dust.
- Methods, equipment, procedures to be used to minimize dust generation and importance of following procedures.
- Methods used to determine worker exposure.
- Need to avoid silica-generating activities and to vacate the area if feasible when a silica generating task is started.
- Availability of any medical records that may be generated.
- Availability of any air monitoring records that may be generated.

(See also Corporate Policy)

RESPIRATORY PROTECTION

Subcontractors are required to develop and implement a written respiratory protection program for situations in which permissible exposure limits of airborne contaminants could be exceeded or when the subcontractor requires use of respirators by workers. Respiratory protection must follow 29 CFR 1910.134.

The written program shall be submitted to the BB Project Team and shall address voluntary respirator use; respirator selection; medical evaluations; fit-testing; use of respirators; user seal checks; maintenance and care of respirators; identification of filters, cartridges and canisters; employee training; and program evaluation. The standard requires the respiratory program to be administered by a program administrator and updated to reflect the changing workplace conditions that affect respirator use. Applicable federal and state requirements should be addressed to ensure adequacy of written respiratory protection programs.

When subcontractor employees voluntarily wear respiratory protection, the subcontractor shall establish and implement written respiratory program components related to the medical evaluation of a worker's ability to wear the respirator safely. Elements relating to cleaning, storing and maintaining respirators must be addressed, as well. Applicable federal and state requirements should be addressed regarding requirements for employees who voluntarily wear respiratory protection.

Medical Evaluations

Respirator use puts a physical burden on the human body; prior to use of a respirator, a worker must be declared medically fit to wear one through a medical evaluation.

Fit Testing

Fit testing is required before any employee wears a respirator. A quantitative fit test (QNFT) or qualitative fit test (QLFT) must be conducted to ensure the proper make, model, size and style of respirator is selected by an employee. Applicable federal and state requirements provide protocol that must be followed when conducting the fit testing.

Additional fit tests are required:

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- When a different face piece, size, make or model is used
- When the employee reports or the contractor, PLHCP, supervisor or program administrator observes changes in the employee's physical condition that could affect the fit of the respirator
- At least annually

Record Keeping

Medical evaluations must be kept by a contractor for duration of employment plus 30 years, in accordance with federal and state requirements. Fit-test records should be kept for the current year. When a new fit test is performed, the old fit test may be discarded.

SCAFFOLDING

Required Submittals for Scaffolding Erectors & Suppliers:

- Site-Specific Safety and Health Program that includes Scaffolding
- Pre-Task Plan (PTP) and Job/Activity Hazard Analysis (J/AHA)
- The name(s) of the Qualified Person designated by the Subcontractor. Documentation of the Qualified Person's training, experience and knowledge of the type of scaffolding being erected by the Qualified Person.
- The name(s) of the Competent Person. Documentation of the Competent Person's training, experience and knowledge of the scaffolding to be erected.
- Valid documentation from the manufacturer of the scaffolding that proves through specific signed and stamped documentation that the scaffold complies with applicable scaffold regulations. The documentation shall include, but not be limited to:
 - Testing performed in accordance with the Scaffolding Shoring & Forming Institute's SC 100-05/2005 (or most current test standard) recommended testing standard. Information on the SSFI SC 100-05/2005 standard can be found at www.ssfi.org.
 - b) Testing other than SSFI SC 100-05/2005 shall be equivalent and performed under the supervision of a qualified registered Professional Engineer who is licensed in the State where the testing was performed and where the scaffold is to be used.
 - c) Based on valid testing, the Subcontractors scaffold provider and/or erector shall provide the Maximum Allowable Loading per scaffold leg or per scaffold frame.
- Scaffolds manufactured *outside* of the continental United States shall have valid documentation to prove the scaffolding meets applicable regulations and has been tested in accordance with the Scaffolding Shoring & Forming Institute's (SSFI) SC 100-05/2005 recommended testing standard. Valid testing documentation must be submitted indicating that the paint and/or coating(s) on the scaffold components do not contain any hazardous materials such as lead, chromium, etc.
- Scaffolds that are designed by a qualified registered Professional Engineer (P.E.) shall include, at a minimum, the following documentation:
 - b) Drawings of the bracing pattern(s) for the scaffolding;
 - c) Drawings of the types and locations of the ties between the scaffold and the structure (tension, compression and sway ties);
 - d) Written instructions on how to erect the scaffolding;

- e) Written instructions on how to inspect the scaffolding;
- f) The maximum allowable loading per scaffold bay and scaffold tier;
- g) Any other information the P.E. deems necessary to erect, inspect and maintain a safe scaffold;
- h) The allowable deflection in a scaffold leg (when the leg is measured from the uppermost frame to the bottom of the supporting frame at ground, deck or floor level).
- i) The method of accessing each working level (tier).
- j) The areas where the scaffold can be enclosed with a tarp or other approved enclosure material.
- k) The locations and types of ties to be used when a scaffold is fully or partially enclosed.

Required Submittals for Scaffold Users:

- Site-Specific Safety and Health Program that includes Scaffolding
- Pre-Task Plan (PTP) and Job/Activity Hazard Analysis (J/AHA)
- The name(s) of the "Competent Person" and/or "Qualified Person" designated by the Subcontractor
- Proof of scaffold awareness training for all users

Scaffolding Erection & Dismantling Requirements:

- Scaffolds are to be erected, modified or altered and dismantled under the supervision of a Competent Person and with good engineering practices.
- Erecting and dismantling of scaffolding shall be performed using fall protection systems at an elevation of six feet or greater unless approved in writing by BB. Scaffold erection must be done with 100% fall protection.
- Erectors must have training on fall awareness, site-specific fall hazards, fall protection equipment to be used, and rescue procedures.
- If erectors tie off to scaffold components, written approval must be granted by scaffold manufacturer.
- It is highly recommended that interior drop-down ladders or exterior stair towers be used in lieu of typical exterior ladders. See the attachment for Ladder and Scaffold Alternatives.
- Scaffolds must be fully planked with scaffold-grade planks. Planks shall overhang the ledger or support by a minimum of 6" and a maximum of 18".
- Scaffolds more than 3x (CA) 4x (AZ) higher than they are wide must be stabilized.
- Pins must be in place at all connections throughout the scaffolding.
- Scaffolds must be setup level and on a firm foundation.
- Handrails, mid rails and toe boards must be provided on all scaffold types, walkways, and bridges where the platform height is 2' or higher above an adjacent surface and within six feet (6') horizontally. When handrails and mid rails are not in place, an alternative fall protection system is required.
- All guardrail systems shall include toe boards throughout the entire system. Toe boards must be installed with a minimum of 1"x 4" inches nominal height. If an exterior screen extends from the ground to the top platform of the scaffolding, toeboards are not required.
- Cross braces will NOT be used as a top or mid-rail. Horizontal members must be installed on all guardrail systems where the scaffold platform is elevated six feet or greater.
- Rolling scaffolds shall be equipped with locking wheels, guardrails, diagonal bracing (if applicable) and outriggers (when applicable).
- Each scaffold shall be designed and constructed using a dead load safety factor that will ensure the scaffold supports, without failure, its own weight and 4 times the maximum intended working (live) load applied or transmitted to it.

- Scaffold planks shall meet the current safety criteria in ANSI A10.8, 29 CFR 1926 Subpart L, Southern Yellow Pine Inspection Bureau, West Coast Inspection Bureau and/or manufacturer's recommendations.
- Scaffolds shall be erected in accordance with the scaffold manufacturer's recommendations.
- Scaffolds that cannot be erected in accordance with the scaffold manufacturer's recommendations shall be designed and evaluated by a Qualified Registered Professional Engineer who is registered in the State where the work is being performed.
- Controlled Access Zones must be established around scaffolding erection/dismantling areas to prevent other personnel from being exposed to potential struck-by hazards.
- When scaffold trusses (put logs) are used in conjunction with the scaffolding, the Subcontractor/scaffold company/scaffold erector shall provide:
 - The Maximum Allowable Loading per bay or per square foot that is supported by the trusses (put logs).
 - Installation, use and inspection requirements (in accordance with the manufacturer's recommendations and qualified engineering services).
 - Specialized conditions and/or situations will have to be identified prior to submitting the scaffold bid. These conditions
 will be identified and the bidder shall provide valid documentation that the scaffold set up and use is in compliance
 with applicable regulations and scaffold manufacturer's recommendations.
- All scaffold components shall be installed by the Competent Person per manufacturer specification.
 - Scaffolding that has not been erected in a manner that allows for all its parts to fit together as was originally intended by its manufacturer shall not be utilized.
 - Tie wire shall not be utilized as a method for securing scaffold sections or components together unless expressly recommended and indicated in writing as being approved by the scaffold manufacturer. Tie wire shall not be used to take the place of the scaffold manufacturer's standard guardrail system components.
 - Not all types of scaffolding will work for any given geometrical configuration. For example, Tubular Weld sectional scaffolding would not be the proper choice for the Competent Person to erect around a circular structure-- tube and clamp (coupler) would be the appropriate selection for that configuration.

Scaffolding Inspection & Tagging Requirements:

- The following requirements for inspecting and tagging shall be used for all types of scaffolding including all rolling and portable scaffolds.
- Scaffolds must have a documented inspection by each Subcontractor's competent person;
 - o daily before each shift; or
 - o after any occurrence that might compromise its structural integrity.
- After inspection, if the scaffold is deemed safe, each Subcontractor's competent person must sign and date a green tag at the base of each scaffold ladder or access way to indicate the scaffold is safe to access and use.
- After inspection, if the scaffold is deemed unsafe, each competent person must place a red tag at each ladder or access way
 to indicate the scaffold is not currently safe to be accessed.
- All scaffolds will be red tagged every evening or at the end of the work shift and green tagged before use.
- Please see the attachment for a sample <u>Scaffold Inspection Checklist</u>.

Scaffolding User Requirements

- No objects and/or equipment shall be used on top of scaffold platforms to increase work height.
- Never leave a scaffold in an unsafe condition.

- Never climb scaffold braces or guardrail systems-- use the proper ladders and stairs.
- Check for capacities and do not overload.
- Rolling scaffolds wheels shall be locked when work is being performed. Surfing, skating, and riding is prohibited unless proper braking mechanisms are installed and the floor is free of surface encumbrances or obstacles.
- Perry type and other similar types of rolling scaffolds platforms shall have guardrails installed when used as a working platform.
- Prior to any modification of scaffolding (i.e. guardrail removal) the competent person who owns control of the scaffolding
 must be notified and approve any modifications of the scaffolding. The Competent Person must red tag the scaffold prior to
 and during the course of modifications. Also, the subcontractor's competent person must ensure that affected personnel
 are notified.
- When forklifts/tele-handlers are used to hoist equipment/material onto scaffolding, a Controlled Access Zone must be established around the forklift to prevent other personnel from being exposed to potential struck-by hazards.
- Covered walkways shall be provided to protect personnel entering / leaving the building(s) from falling materials during construction.

STEEL ERECTION

Steel erection activities include hoisting, connecting, welding, bolting, and rigging structural steel, steel joists and metal buildings; installing metal deck, siding systems, miscellaneous metals, ornamental iron and similar materials; and moving from point-to-point to perform these activities.

Subcontractors engaged in steel erection shall attend the Steel Erection Preconstruction Meeting and shall complete and submit to the BB Project Team a Site-Specific Steel Erection Plan that meets or exceeds the content on the <u>Site-Specific Steel</u> <u>Erection Plan Outline</u>.

Personnel must be trained according to the tasks they're engaging in. Typically, most steel erection personnel will need at least one of the following trainings/certifications:

- Certified crane operator
- Certified rigger
- Certified signal person
- Aerial work platform training
- Welding certification as applicable
- Connector training
- Steel erection training requirements:
 - $\circ \quad \text{Multiple lift rigging procedures} \\$
 - o Connector procedures
 - o Controlled decking zone procedures
- Ladder selection and use
- Fall Hazard Training:
 - \circ $\$ Recognition and identification of fall hazards in the work area
 - The use and operation of guardrail systems (including perimeter safety cable systems), personal fall arrest systems, positioning device systems, fall restraint systems, safety net systems, and other protection to be used
 - The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used
 - The procedures to be followed to prevent falls to lower levels and through or into holes and openings in walking/working surfaces and walls; and the fall protection requirements for structural steel erection

- o Procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used
- Site-specific fall prevention plan

UTILITIES UNDERGROUND

Utility Locating Requirements

Subcontractors whose scope of work involves the penetration of the ground whether by hand or mechanical means shall locate and identify all utilities prior to the start of penetration. Activities covered by these requirements range from saw cutting, jackhammering, coring, trenching, excavating, demolition, boring, drilling, grading, mass excavation, etc.

For excavation activities, please also refer to <u>Excavation</u>. When utilities will be shut down/isolated/de-energized/etc., <u>lock out</u> tag out procedures must be followed.

Subcontractors shall:

- 1. Attain as-built drawing(s) if available.
- 2. Contact Dig Alert by calling 811. The website for Dig Alert is www.digalert.org.
- 3. Hire a ground-penetrating radar company to verify utility locations of ALL surfaces to be penetrated.
- 4. Utilize issued orange Activity Notification Flag and Vest for equipment and operators

Required Submittals for Subcontractors

For activities involving the penetration of the ground's surface, the Subcontractor shall submit the following in addition to typically required safety documents prior to starting work:

- The name(s) of the designated "Competent Person" with supporting documentation indicating training and competency. (No excavating or work in excavations will be allowed without the Competent Person onsite and supervising these operations at all times).
- A Job Hazard Analysis that adequately addresses the task(s) involving penetration of the ground's surface and safe measures for preventing utility strikes.

Pre-Dig Meeting

A mandatory pre-dig meeting will be held for any scope of work involving the penetration of the ground whether by hand or mechanical means. The meeting should be held no later than **two weeks prior** to the start of work.

Each applicable subcontractor shall ensure the attendance at this meeting by their foreman, operator, and crew. <u>Strike Prevention Procedures</u>

Every effort must be made to **remove or de-energize utilities as the first** order of business.

If a utility is properly identified, shut down, and "safed off" via lock out tag out, and the utility is struck during an activity, BB does **not** consider the event a utility strike, but it **would be considered property damage** and must be repaired by the party responsible for the damage.

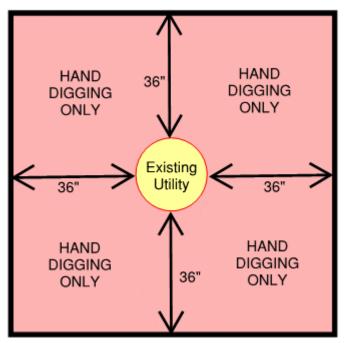
Note, lock out tag out must be performed by a qualified person and testing must verify a zero-energy state for the utility.

When within three (3) feet or 36 inches in any direction of known utilities that are energized, hand digging or vacuum excavation is required.

Potholing Procedures

Potholing is performed to verify the location and depth of utility lines and potholing procedures shall be followed to prevent damage to the identified underground utilities. Before ground-penetrating activities begin, potholing for the utilities will take place. Potholing will be done using hand labor or a vacuum excavation system. NOTE: Utilities typically identified by locate services have a three-foot safe zone. In other words, the utility should be within a three-foot zone of either side of the markings.

Potholing will be performed to locate the utility. The utility **MUST** be found prior to the start of excavation operations.



The

soil must be excavated in 6" lifts (approximately) by hand to verify that no utilities are present. If utilities are located, then the utilities must be exposed by hand. The proper tools that can be used for handwork are shovels and pry bars (or other tools of this nature), OR vacuum excavation systems. At no time should a pickaxe or other similar tools be used. Before using a vacuum excavation system, contact the utility owner to determine if the utility owner will allow the use of a vacuum system. Not all utility owners allow the use of vacuum systems for locating the utility.

Do not assume that the utility will continue on the same line and grade. If any damage occurs to any line, contact the utility company, the utility engineer and the project superintendent IMMEDIATELY. An Incident Report must be completed IMMEDIATELY by the BB Project Team. All existing utilities will be located, marked and visually verified prior to starting any operation. Locate markings must be protected as applicable. It is recommended that time-stamped photos be taken of markings prior to breaking ground.

Underground Utility Pothole Spacing and Frequency - Any deviation from this procedure will require approval from the BB Project Manager. The following spacing and frequency requirements will be followed on all projects:

Life threatening utilities such as gas, forced sewer mains, water mains and electrical services will be exposed through the entire length of the excavation.

Gas and electric lines within 25 feet of your work area will be potholed and marked every 25 feet to verify that the line has not changed directions.

Gas and electric lines outside the 25 feet of the work zone will be potholed at least once on each end of the limits of the excavation to verify Underground Service Alert and the utility plans.

Communication Lines- **Fiber-optic lines** will be potholed **every 25 feet** within the work area. **Telephone/Cable lines** will be potholed **every 50 feet** within the work area. IF there is any damage to a fiber optic line, <u>DO NOT LOOK INTO THE FIBER</u> <u>OPTICS. THE LIGHT WAVES GOING THROUGH THE FIBER OPTICS CAN CAUSE SERIOUS EYE INJURIES.</u>

Other Utilities:

Will be potholed every 25 feet for lines less than 8" in diameter. Will be potholed every 50 feet for lines 8" though 24" in diameter.

Will be potholed every 100 feet for lines greater than 24" in diameter.

At least two (2) potholes must be obtained for each utility within the work zone regardless of the size of the work area.

Utilities in Roadways

Utilities that are located within the roadway will be potholed.

Street plates will be obtained to cover a pothole when there is live traffic on the roadway. The street plates shall be of sufficient size and thickness to allow traffic to safely drive over them by pre-grind to allow the trench plates to be flush with the horizontal plane. The street plates shall be secured in place in accordance with the local, state and/or federal requirements.

For roadway work not scheduled to be excavated in the current operation, an asphalt patch will be placed over the pothole. This will be done after all pothole information has been recorded and the pothole has been offset using stakes and ribbon.

Utility Locating

Subcontractors shall locate and identify all utilities prior to the start of ground-penetrating activities. Equipment operators must understand the locations and types of utilities.

Prior to the start of any excavation a utility locate service must be contacted. Each state has a different locate service with specific rules outlining their services. It is very important to understand the state or local guidelines in advance of your excavation. Typically locate companies require 2 days advanced notice before performing a locate. Before calling for locate services, the excavation area must be pre-marked with white paint, stakes or flags. In addition, newly constructed work IS NOT covered (i.e. drainage, electrical subcontractor new installations, etc.) and shall be located by other means. The Subcontractor engineer, foreman, or superintendent responsible for this work will be contacted to verify what has been constructed and an appropriate as-built requested. The One Call service can be contacted by calling 811. The website for Dig Alert is www.digalert.org. **Ground penetrating radar WILL be used to verify utility location prior to digging/cutting ALL surfaces.** Utility Color Markings - The following colors and symbols have been adopted by all utilities for marking underground utilities:

Blue	Water
Orange Telephone, Railroad, Cable TV	
Green	Sewer, Storm Drain
Red	Street Lighting, Electric, Traffic Signals (may be orange)
Yellow	Gas
Pink	Survey
White	Proposed Excavation
Purple	Reclaimed Water, Irrigation, and Slurry Lines

Dig Permits

A <u>Dig Permit</u> is required for all operations which penetrate the original ground surface. The Subcontractor foreman of each operation is responsible for ensuring that the Dig Permit, Job Hazard Analysis (JHA) and Pre-Task Plan (PTP) and all necessary drawings are available at the operation and in the cab of the excavator, backhoe, etc. The operator is ultimately responsible and will be held accountable to ensure the operation does not proceed without a valid Dig Permit. The BB Superintendent will verify that the Dig Permit has been properly completed and will assign an orange flag and vest to the approved operator and equipment. The following documents will be attached before being distributed to the foreman and operator:

- A signed copy of the Job Hazard Analysis (JHA).
- A Pre-Task Plan (PTP) must be completed by the crew and signed by all members.

- The page of the Topography & Utility Plan sheets for the work zone that the permit covers. Any utility relocations that have been completed before the start of the operation must be clearly noted on these drawings.
- A copy of the Utility Plan sheets for the work zone the permit covers. Notes and highlights must be made on these drawings to indicate which runs have been installed.

Unintentional Uncovering of a Utility (known or unknown utility)

If during the course of excavation a utility has been exposed, it is the Subcontractors' responsibility to inspect and support these facilities prior to backfilling. If damage of any kind is discovered, or any suspicion of damage exists, call the utility engineer so documentation can take place. The utility engineer will then notify the utility owner.

All unidentified underground utilities that are discovered during the course of excavation activities shall be marked on the As Built Plans and the BB Project Manager shall be IMMEDIATELY notified.

Reporting Requirements

If a utility strike/hit does occur, several reporting steps are required:

- First and foremost, clear and secure the area if there is potential for further exposure to hazardous environments.
- Contact the appropriate utility owner to inform them of the damage so they can inspect and repair, if necessary.
- Notify the Utility Engineer and BB Project Superintendent.
- The Subcontractor shall complete the Incident Report Form and transmit it to the BB Project Manager.

UTILITIES OVERHEAD

- Any equipment having the ability to work under, cross underneath, and/or reach over overhead electrical lines will follow the guidelines set forth by OSHA in 1926.1408, 1926.1411, & 1926.600. BB recommends that equipment working in close proximity to overhead electrical lines be equipped with a Proximity Warning Device (PWD) to notify the operator and/or operatives surrounding the equipment of the proximity to the danger zone.
- 2. If working near overhead electrical lines, the Subcontractor shall install "DANGER OVERHEAD POWERLINES" signs at all designated equipment crossings. This sign must state the voltage of the overhead line. For all other utilities, the Subcontractor will install "DANGER OVERHEAD UTILITY" signs to warn of the overhead hazard. For all other equipment traveling underneath overhead utilities, to include use of on-road or off-road haul trucks transporting dirt / materials to the project a "NO DUMP ZONE" will be established to eliminate dumping within 50' of either side of the overhead line. The Subcontractor will identify the "NO DUMP ZONE" through the use of signage.
- 3. Subcontractors shall provide full-time spotter(s) whenever any equipment has the ability to work under, cross underneath, and / or reach over overhead utility lines, for example, electrical, cable, phone, fiber-optic, etc. This spotter will assume no other duty and be equipped with air horn, reflective vest, and red flag.
- 4. Subcontractor will limit equipment travel underneath overhead utilities to designated areas only. To prevent equipment from traveling underneath lines the Subcontractor shall install the most substantial means of protection. At a minimum, yellow protection will consist of poly rope with red flagging.
- 5. Subcontractors shall protect all guy wires and utility poles from contact with equipment operating in the area through the use of barricades (water-filled barricade, temporary concrete barrier, or pipe bollards). If installed on a road project and within the clear zone of an active travel lane, all barriers must be installed per the Department of Transportation (DOT) Index & Manual on Uniform Traffic Control Devices (MUTCD).
- 6. Special attention must be given to identify & safeguard utility cabinets, transformers, in ground utility boxes, etc. Means of identification and protection shall be at a minimum of posts with orange fence installed around the utility.

- Each day, prior to working in close proximity to overhead utility lines, the Subcontractor shall review and complete an
 "<u>Overhead Utility Permit</u>"-- This permit, the Job Hazard Analysis and the Pre-Task Plan must be submitted for review by the
 BB Project Team prior to commencing any work where overhead utility strikes are possible.
- 8. Subcontractors who will enter the Minimum Safe Approach Distance of energized or potentially energized electrical equipment shall provide an acceptable non-conductive plan that is approved by an officer of BB.
- 9. Subcontractors shall maintain distance from electrical lines, apparatus, or any energized (exposed or insulated) parts according to the following. Electrical line sway, tools, and equipment must also be taken into consideration when determining the Minimum Safe Approach Distance.

Minimum Safe Approach Distance Chart on next page...

Voltage Range (phase to phase)	Minimum Safe Approach Distance
0 to 50KV	10'
Over 50KV to 200KV	15′
Over 200KV to 350KV	20'
Over 350KV to 500KV	25'
Over 500KV to 750KV	35'
Over 750KV to 1000KV	45'

Electrical lines >50,000 volts require one foot additional clearance for every additional 30,000 volts

VEHICLES

- 1. A valid driver's license is required for operating any vehicle or heavy machinery on the job site or corresponding right-ofway.
- 2. The wearing of seatbelts is mandatory on all equipment at all times. Riding in the beds of trucks, trailers or in/on any vehicle that does not provide safe seating for passengers is prohibited.
- 3. Posted speed limits must be followed.
- 4. Cell phone use is not allowed while operating equipment.
- 5. On-site parking may not be available. Subcontractors are responsible for securing adequate parking for their employees.

WORK AT HEIGHTS

- 1. Fall protection shall be used by all employees when working six (6) feet or more above the ground/floor or whenever working in a precarious position, unless other adequate fall prevention (guardrails or safety nets) are provided.
- A Site-Specific Fall Protection Plan (SSFPP) must be developed by each Subcontractor for all work with a fall exposure of six (6)-feet or greater when conventional fall protection will not be used. The SSFPP shall be submitted to the BB Project Manager, BB SH&E Manager and/or BB Superintendent for approval fifteen (15) days prior to commencing work that will involve fall exposure. SSFPPs may be generated using the attached document titled "<u>Site-Specific Fall Protection Plan</u> <u>Template</u>". If subcontractors choose to use their own form, it shall have the same content at a minimum.
- 3. Workers engaged in working at heights are responsible for following their employer's safety plan and site-specific fall protection plan.
- 4. Foremen are responsible for ensuring JHAs and daily Pre-Task Plans are completed, understood, and followed by their crew members.
- 5. Competent persons are responsible for completing daily safety inspections and ensuring that their site-specific fall protection plan is adequate, amended as needed, communicated, and followed by crew members.

- 6. Subcontractors shall provide copies of the fall protection manufacturer specifications prior to the start of work.
- 7. "Monitor-Type Systems" are NOT permitted.
- 8. Personnel whom create a potential fall hazard or tear down, remove, or damage a fall-hazard control shall be fully responsible to correct the hazard immediately. A competent person in fall protection shall inspect the correction to ensure adequacy.

Personal Fall Arrest Systems

- Body belts shall not be used as part of a personal fall arrest system. Only full-body safety harnesses are approved for use as a part of a personal fall protection system.
- Shock absorbing lanyards must be used unless a Self-Retracting Lanyard is in use.
- Wire rope lanyards shall not be used as connectors in a personal fall arrest system unless a wire rope lanyard with an energy absorber is required due to the type of work being performed (welding, cutting, etc.).
- On suspended scaffolds or similar work platforms with horizontal lifelines which may become vertical lifelines, the devices used to connect to a horizontal lifeline shall be capable of locking in both directions on the lifeline.
- Horizontal lifelines shall be designed, installed, and used, under the supervision of a qualified person, as part of a complete personal fall arrest system, which maintains a safety factor of at least two.
- Lanyards and vertical lifelines shall have a minimum breaking strength of 5,000 pounds.
- When vertical lifelines are used, each employee shall be attached to a separate lifeline.
- Fall arrest equipment shall be protected against being cut or abraded. Padding, softeners, etc. must be used to protect equipment from sharp edges.
- Self-retracting lifelines and lanyards which automatically limit free fall distance to 2 feet or less shall be capable of sustaining a minimum tensile load of 3,000 pounds applied to the device with the lifeline or lanyard in the fully extended position. When used for leading edge work, lifelines must be protected from sharp edges.
- Anchorages shall be independent of any anchorage being used to support or suspend platforms and capable of supporting at least 5,000 pounds per employee.
- Personal fall arrest systems shall:
 - o limit maximum arresting force on an employee to 900 pounds
 - o be rigged such that an employee can neither free fall more than 6 feet, nor contact any lower level.
 - o have the anchor end of the lanyard secured at a level not lower than the employee's waist.
 - o bring an employee to a complete stop and limit maximum deceleration distance an employee travels to 3.5 feet.
 - have sufficient strength to withstand twice the potential impact energy of an employee free falling a distance of 6 feet, or the free fall distance permitted by the system, whichever is less.
- The attachment point of the body harness shall be located in the center of the wearer's back near shoulder level, or above the wearer's head.
- The employer shall plan and provide for prompt rescue of employees in the event of a fall or shall assure that employees are able to rescue themselves.
- Personal fall arrest systems shall not be attached to hoists, nor shall they be attached to guardrails.
- When a personal fall arrest system is used at hoist areas, it shall be rigged to allow the movement of the employee only as far as the edge of the working level or working area.
- Each personal fall arrest system shall be inspected not less than twice annually by a competent person in accordance with the manufacturer's recommendations. The date of each inspection shall be documented.
- Personal fall arrest systems shall be inspected prior to each use for wear, damage, and other deterioration, and defective components shall be removed from service.

Positioning Device Systems

Positioning device systems and their use shall conform to the following provisions:

- shall be rigged such that an employee cannot free fall more than 2 feet.
- when working over 6', must be used in conjunction with a personal fall arrest system.

Personal Fall Restraint

- All Lanyards used for fall restraint are to be as short as possible and will prevent an employee from reaching a leading edge.
- When a fall restraint system is used for fall protection from an aerial lift or a boom-type elevating work platform, the lanyard and anchor must be arranged so that personnel are not potentially exposed to falling any distance.
- Anchorage points used for fall restraint shall be capable of supporting 4 times the intended load.

Additional fall protection requirements

- During break periods, personnel shall fully remove and properly store full-body harnesses.
- All fall arresting, descent control, and rescue equipment shall be used in accordance with the manufacturer's recommendations.
- Any fall protection equipment subjected to a fall shall be immediately removed from service and shall not be used again.
- Lifelines and anchorages shall be capable of supporting a minimum dead weight of 5000 pounds.
- Safety net systems and their use shall comply with applicable Federal, State, and Local Regulations.
- Control measures must be established to prevent material, equipment, tools, etc from falling to lower levels where
 personnel may potentially be struck. Tool tethers/leashes and restricted areas below overhead work are acceptable means
 of protection from falling objects.

Guardrails

Guardrails must be provided at floor openings, open sides, and/or leading edges or personal fall protection must be used. Guardrails or wire cables must follow these requirements:

- Top edge height of top rail/cable must be 42"+ or 3". (In California, top rails must be 42-45 inches).
- The maximum deflection for the top rail when a load of 200 pounds is applied in any direction at any point on the top rail shall not exceed 3 inches in any direction.
- Mid-rail/cable and toe boards must be installed and able to withstand 150lbs impact force.
- Guardrails or wire cables will not be used for anchoring personal fall arrest/restraint.
- Upright supports for a wood guardrail system shall be spaced no greater than every 8 ft. on center.

Wire Rope Guardrails

- All connections and splices shall be loop-type connections. If the loop is formed to splice two pieces of wire rope together, thimbles shall be used in the eyes formed by the loops and the forged wire rope clips are to be installed in accordance with the manufacturer's recommendations, including torqueing the nuts on the wire rope clips to the specified foot-pounds.
- Top rails must have flagging every six feet for visibility purposes.
- Wire rope guardrail runs shall be erected to allow sections to be removed without jeopardizing the entire perimeter when other workers could be exposed to falls.
- The saddles of all wire rope clips used shall be constructed of forged steel rather than malleable steel in accordance with ASME B30.26-2004.
- The installer of the wire rope system must carefully follow the manufacturer's instructions and specifications regarding the number of clips, spacing, clip size for a particular wire rope size and type, rope lay, and torque values.

Warning line systems (Only when conventional fall protection system configurations are infeasible)

Roofing work on Low-slope roofs:

- Each employee engaged in **roofing activities** on low-slope roofs, with unprotected sides and edges 6 feet (1.8 m) or more above lower levels shall be protected from falling by:
 - o a combination of warning line system and safety monitoring system.

Training

Subcontractors shall train each employee exposed to fall hazards in the following areas:

- The nature of fall hazards in the work area;
- The correct procedures for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
- The use and operation of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, controlled access zones, and other protection to be used;
- The limitations on the use of mechanical equipment during the performance of roofing work on low-sloped roofs;
- The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection; and
- The role of employees in fall protection plans;

Certification of training

Fall protection certificates shall contain the name or other identity of the employee trained, the date(s) of the training, and the signature of the person who conducted the training or the signature of the employer.

Retraining

Circumstances where retraining is required include, but are not limited to, situations where:

- Changes in the types of fall protection systems or equipment to be used render previous training obsolete; or
- Inadequacies in an affected employee's knowledge or use of fall protection systems or equipment indicate that the employee has not retained the requisite understanding or skill.

WORKING OVER/NEAR WATER

Subcontractors whose personnel are or may be potentially exposed to working over/near water shall have and follow an adequate Site-Specific Working over Water Plan (WOW Plan). Subcontractors are required to submit the following documentation to BB Project Management & Supervision:

- Site-Specific WOW Plan
 - Job/Activity Hazard Analysis (J/AHA)
 - Pre-Task Plan (PTP)
 - o Competent Person
 - Responsibilities
 - Rescue equipment and procedures
 - Lifesaving equipment to be used
 - Fall protection measures
 - Proof of training on:
 - The employer's safety programs and procedures
 - Fall awareness for working over water
 - Equipment to be used (use, installation, maintenance, storage, etc.)
 - Competent person

- OSHA 30
- CPR and First Aid
- Site-specific hazards
- Rescue equipment and procedures
- Lifesaving and personal protective equipment

Workers engaged in working over water are responsible for following their employer's safety program, procedures, and WOW Plan. Foremen are responsible for ensuring JHAs and daily pre-task plans are conducted, understood, and followed by their crew members. Competent persons are responsible for ensuring that their WOW Plan is adequate, amended as needed, communicated, and followed by crew members.

ENVIRONMENTAL REQUIREMENTS

AIR QUALITY MANAGEMENT

Subcontractors must furnish all applicable Air Quality Permits required by the California Air Resources Board, South Coast Air Quality Management District or other local regulatory body for specific operations or equipment being used on site.

Indoor Air Quality

- Safety Data Sheets (SDS) and VOC content of all adhesives, sealants, coatings, paints, carpets, composite woods, etc. must be submitted for review by the BB Project Management Team prior to these products being brought on site.
- Mix, measure, and store materials that emit harmful vapors outside enclosed structures.
- The use of equipment that generates harmful fumes is prohibited inside buildings after close-in, unless scrubbers and/or ducted ventilation are used.
- Adequate ventilation and monitors are required for the use of propane or other gas fired devices indoors or in confined spaces.
- Stored material must be covered, stored off of the deck, and kept in a dry environment. Quantities should be limited to what can be installed in a reasonable time (e.g. two weeks or less).
- Changes in finished areas should be treated as renovations.
 - For dust-generating operations, HEPA filtration and negative air pressure should be used.
 - Tools fitted with HEPA filters may be used to control dust.
- All subcontractors will be required to use sweeping compound.
- All cleaning products used on the project must comply with Green Seal Standard GS 37 for Industrial and Institutional Cleaners.
- Mold and moisture control is key to proper indoor air quality. Store all absorptive materials to prevent moisture infiltration.

GENERAL ENVIRONMENTAL

- 1. Use dust control if fugitive dust is observed.
- 2. Comply with all applicable vehicle and operational air emissions requirements.
- 3. Save water-- reduce the use of clean water by harvesting and reusing water as much as possible, fix leaks in hoses or water source when observed.
- 4. Conserve energy usage as much as possible to perform your work activities. To reduce CO2 emissions, using equipment that runs on propane, natural gas, electricity, or batteries is encouraged.
- 5. Site personnel are encouraged to carpool to reduce CO2 emissions, minimize site disturbance, and maximize the use of available space.

STORMWATER COMPLIANCE

- 1. Subcontractors shall;
 - a. comply with Stormwater Pollution Prevention Plan (SWPPP) to prevent any pollutants into the storm drain conveyance system or infiltrating into the soil;
 - b. ensure their materials are covered and off the ground at the end of the day or prior to a rain event, and trash and debris is cleaned up as they work;
 - c. ensure their operations use effective and compliant Best Management Practices (BMPs).
 - d. report damaged BMPs such as gravel bags, silt fence, or inlet protection to project supervision.

In order to comply with Balfour Beatty's environmental policy, as well as maintain the ecological integrity of our communities, subcontractors shall, at a minimum, comply with all Federal, State, and Municipal stormwater regulations.

- 2. Property owners who disturb one or more acres of soil or disturb less than one acre, or are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity <u>Construction General Permit Order 2009-0009-DWQ</u>. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. The California State Water Resources Control Board issues a Waste Discharge Identification Number to each site, and all site are required to adhere to the Construction General Permit.
- Subcontractors shall use all best management practices (BMPs) prescribed in the Construction General Permit to minimize the pollutants discharged from construction site into surface water and MS4 systems. These pollutants and best management practices include but are not limited to:
 - Sediment BMPs such as gravel bags, silt fence, fiber rolls shall serve as effective site perimeter and storm drain protection to prevent sediment from entering surface water or MS4 systems.
 - pH Concrete, mortar, and stucco wash water have extremely high pH and impair both water and soil quality. The Permit prohibits wash water from contacting the soil or entering storm drains. Watertight washout must be used at all times and switched out when observed to be leaking or %75 full.
 - Concrete washout station shall be provided and maintained by Subcontractor. Subcontractors using concrete, stucco, mortar shall also provide for washout and disposal.
 - Masons Any trade using a mixing operation must use a contained and bermed area for mixing area to prevent concrete/mortar/stucco from contacting the soil. Prior to application of stucco/mortar to building, 10mm plastic must be laid at the base of the building to prevent stucco/mortar from contacting the soil.
 - All pollutant sources Concrete, paints, fuels, form oils and any other source of pollution must be prevented from contacting storm water. Such material must be covered and raised, or completely enclosed in a storage container.
 - All subcontractors who store equipment on site must have sufficient drip tubs for their equipment to prevent leaks from contacting the soil, must fix leaks <u>IMMEDIATELY</u> if observed, and must properly dispose of oil/fuel residue prior to and after rain events.
 - Any subcontractors who damage BMPs are responsible for repair or replacement.
 - All subcontractors are responsible for cleaning up their trash and construction waste as they go and disposing of properly.
 - If BMPs are deemed not sufficient by Balfour Beatty Supervision, the subcontractor shall replace or implement the BMPs to meet the required standards.

Erosion and Sediment Control Requirements

- Depending on the location of the project, the local Municipality may be required to review the SWPPP.
- Erosion and Sediment Controls must be installed prior any phase of land disturbance. Example Perimeter controls, inlet protection, and a stabilized construction entrance/exit must be installed prior the start of grading.
- Perimeter Control must be installed on all areas of the site with slopes or that will receive storm water run-on or contribute to storm water run-off. Example Fiber roll, silt fence, gravel bags.
- Minimize sediment track-out onto off-site streets and sidewalk from vehicles exiting the site by implementing the following:
 - o Restrict vehicle use to only stabilized construction entrances/exits.
 - Utilize effective best management practices at the construction entrances/exits; such as tracking plates, appropriate length of 3" gravel, and tire wash areas.
 - When track-out is observed, it must be removed by the end of the work day by shovel, sweeping, or vacuuming.
 - Control discharges from stockpiled sediment or soil by implementing the following:
 - Locate the piles away from any storm drain inlets or surface waters.
 - Provide perimeter controls such as gravel bags, fiber rolls, or silt fence to sediment from flowing outside the stockpile area.
 - Provide cover when possible or stabilization with seed or hydraulic mulch to prevent contact with storm water as well as wind erosion
 - Provide dust control at all times through the use of water, vegetation, hydraulic mulch, or non-toxic soil binders.
 - Stabilize disturbed slopes through use of fiber rolls, silt fence, hydraulic mulch, vegetation, and geotextile blankets.
 - Install inlet protection that effectively removes sediment from storm water on all inlets on and off site where run-off from the site can flow.
 - All erosion and sediment control measures are required to be effective throughout the life of the project through routine maintenance.

Pollution Prevention Requirements:

The following pollutants are prohibited from discharging from the site and contacting the soil to prevent leeching and contacting ground water through the use of watertight washouts, cover, and watertight containment:

- Wastewater from washout of concrete
- Wastewater from washout and cleanout of stucco, paint, form release oils and curing compounds.
- Fuels, oils and other hydrocarbons.
- Soaps, solvents and detergents.
- Other toxic or hazardous substance from a spill or other release.

The following construction products, materials, and wastes must have minimal contact to storm water through use of temporary roofs, tarps, pallets, or interior storage:

- Construction material not meant for outdoor exposure.
- Pesticides, herbicides, fertilizers, and landscape materials.
- Diesel fuel, oil, hydraulic fluids or other hydrocarbons.
- Asphalt sealants, adhesives, paints, concrete, stucco, and mortar mixes

WATER INTRUSION

Balfour Beatty ensures that site operations are performed in a way that minimizes the potential for water damaged materials to be utilized for the project. The following are steps that are taken to minimize the potential for water intrusion:

- Deliveries are sequenced to avoid the storage of large amounts of moisture sensitive material at the site for an extended time period
- Building materials are inspected upon delivery and significantly mold impacted materials are rejected
- Moisture sensitive materials are protected from weather elements during delivery and off-loading activities
- Stored building materials are elevated and covered to protect them from weather elements
- Interior partitions are inspected for moisture and mold prior to being permanently enclosed
- Building penetrations are sealed at the end of the work day to avoid moisture infiltration
- Roof and building envelopes are substantially completed before any porous materials are stored in the building
- Wet porous building materials are dried and inspected for mold growth prior to installation
- Moisture limiting design features, such as roofing, flashing, windows, doors, exterior waterproofing and building envelope components are properly installed according to manufacturer's specifications
- Site workers practice good housekeeping
- Site workers are responsible for reporting any unwanted accumulation of water to site management
- Sub-floors are cleaned and dried prior to carpet installation
- Construction debris is removed from within HVAC systems and associated ductwork
- Existing duct work that is to remain in place during renovation activities is sealed with polyethylene sheeting and tape to prevent dust and debris from entering
- HVAC condensate collection and drainage systems are checked to ensure that they are functioning properly

Regular inspections are performed and documented during construction to identify leaks, ponded water and/or sources of water entry

- Moisture/water leaks are responded to within 24 to 48 hours of discovery
- Good communication is maintained between general contractor and other site contractors to remind them of this program and to discuss any water intrusion/mold issues
- HVAC, plumbing and mechanical systems are tested before enclosure

END OF REQUIREMENTS

ATTACHMENTS – TABLE OF CONTENTS

- Abandoned Lock Form
- <u>Aerial Work Platform Daily Inspection Checklist</u>
- BB's Code of Safe Work Practices
- <u>Competent Person Acknowledgement Form</u>
- <u>Concrete Pumping Safety Checklist</u>
- Confined Space Entry Permit
- Coring and Saw Cutting Checklist
- Crane Pick Plan
- Daily Excavation Inspection Checklist & Log
- Daily Rigging Inspection Checklist
- <u>Demolition Safety Checklist</u>
- Dig Permit
- Disciplinary Action Form
- Heavy Equipment, Forklift, Tele-Handler Daily Inspection Checklist
- Hot Work Permit
- Incident Report Form
- Job/Activity Hazard Analysis (J/AHA)
- Ladder & Scaffold Alternatives
- Mobile Crane Inspection Checklist
- Overhead Utility Permit
- Pneumatic Test Permit
- Pre-Task Plan English
- Pre-Task Plan Spanish
- Project Orientation Checklist
- Project SH&E Checklist
- Qualified Person Acknowledgement Form
- Scaffold Daily Inspection Checklist
- <u>Site-Specific Fall Protection Plan Template</u>
- <u>Site-Specific Steel Erection Plan Outline</u>
- <u>Subcontractor SH&E Submittal Checklist</u>
- Tele-Handler Forklift Evaluation English
- <u>Tele-Handler Forklift Evaluation Spanish</u>

• Tower Crane Inspection Checklist