

REQUEST FOR PROPOSAL

FOR THE

CSM B16 MODERNIZATION

(Telecommunications Cabling)

Proposal Due Date: Friday November 9, 2007

Project Number: 462-T

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

**3401 CSM DRIVE
SAN MATEO, CALIFORNIA 94402**

**DES ARCHITECTS + ENGINEERS
TEECOM**

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Request for Proposals

The District invites contractors to submit a proposal for the following project:

College of San Mateo Building 16 Modernization

College of San Mateo
1700 West Hillsdale Blvd.
San Mateo, CA 94402

1. Project Description

- a. **Summary of Work.** This project is a renovation to the existing CSM Building 16.

The project consists of providing, installing and terminating network cabling to support the implementation of SMART Technology into the classrooms of Building 16. Connectivity from the new IDF on the first floor to the classrooms are part of this contract. The installation of surface mounted raceway, conduit and the penetrations of the concrete walls and floor are not part of this contract (they are part of a separate contract concurrent contract). The project is as described in prototypical format per DES Architects + Engineers / TEECOM Drawings Sheets dated 10/15/07.

Fiber optic cabling from the IDF to Building 1 are also not part of this contract.

The Contractor shall keep the jobsite clean and, on a daily basis, haul away and safely and legally dispose of all trash and debris resulting from the prosecution of this work. The Contractor shall protect existing improvements, restore the jobsite and staging area to their pre-construction condition, and replace in kind any existing improvements damaged as a result of the Contractor's construction activities.

- b. **Qualifications to Bid**
Only bidders prequalified to work with the San Mateo County Community College District during this calendar year shall be permitted to submit bids. For a list of qualified bidders, see <http://www.smccd.edu/accounts/smccd/departments/facilities/PrequalABC.shtml> or contact the Construction Planning Office at the address listed below. Contractors must also possess the necessary licenses appropriate to execute the work described in the documents.
- c. **Location.** The work is located at the middle of CSM's quad, between Buildings 14 & 18. College of San Mateo is located at 1700 West Hillsdale Blvd., San Mateo, CA 94402.
- d. **Owner supplied/contractor installed material.** The following materials are to be supplied by the District and installed by the Contractor:
- Data switches
- e. **Receiving Materials:**
- Contractor shall keep fire lane accessible for emergency vehicles.
 - All receiving of the materials to be coordinated with the Construction Manager.
- f. **Contract Documents.** The following documents are provided as part of the contract documents:
- CSM B16 Modernization Project Number 462, Construction Documents as prepared by DES Architects & Engineers / TEECOM, dated 10/15/07.
 - Telecommunication Sheets: T0.01 T0.11, T1.01, T1.02, T1.11, T2.01, T4.01, T4.02, T5.01, T5.02, and T5.03
 - Construction Specifications (Project Manual):
 - Division 27: Communications Sections: 270000, 270526, 270800, 271100, 271314, and 271513.

2. **Pre-Proposal Conference, Acceptance of Proposals and Award of Contract**
- a. **Pre-Proposal Site Visit.** District will conduct a non-mandatory Pre-Proposal Site Visit at 1:00 pm Thursday, November 1, 2007 at the Project Site, CSM Building 16. Other Pre-Bid Site visits may be scheduled at District's sole discretion, depending on staff availability.
 - b. **Acceptance of Proposals.** Contractors may submit proposals up until 2:00 p.m. on November 9, 2007. Proposals are to be submitted as follows:
 - **Email** to plan@smccd.edu
 - **Fax** to 650-358-6764
 - **Mail or deliver in person** to Construction Planning Department, San Mateo County Community College District, attn: Karen Pinkham, 1700 West Hillsdale Blvd., Building 6, San Mateo, CA 94402. If mailed, the proposal must be received by the due date (date stamp does not satisfy the deadline requirement).
 - c. **Award of Contract.** Upon receipt of proposals, District will evaluate each proposal for conformance with the project requirements, and award a contract to the Contractor whose proposal represents the best value to the District. It is anticipated that the District will issue a Notice to Proceed and commence the contract time on November 12, 2007.
3. **Contract Time and Liquidated Damages.**
- a. **Substantial Completion.** Contractor shall achieve Substantial Completion of the entire Work by December 21, 2007. The work will be Substantially Complete when, in the opinion of District, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended.
 - b. **Final Completion.** Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment within **14** days from the date of acceptance of Substantial Completion. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - 1) All systems having been tested and accepted as having met requirements of Contract Documents.
 - 2) All required instructions and training sessions having been given by Contractor.
 - 3) All Project Record Documents having been submitted by Contractor, reviewed by District and accepted by District.
 - 4) All punch list work, as directed by District, having been completed by Contractor.
 - 5) Generally all Work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of District.
 - c. **Liquidated Damages.** District and Contractor recognize that time is of the essence of this Agreement and that District will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed including consequential loss of use and disruption of normal operations within the times specified above. Contractor and District agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by District because of a delay in completion of the Work. Accordingly, District and Contractor agree that as liquidated damages for delay Contractor shall pay District:
 - \$100 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the work, until achieved.
 - \$100 for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the work, until achieved.Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by District as a result of delay or costs of substitute facilities. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or damages suffered by others who then seek to recover their damages from District (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

4. **District Representative.** District has designated Barry Chin and Karen Pinkham to act as District's Representative(s), who will represent District in performing District's duties and responsibilities and exercising District's rights and authorities in Contract Documents. District may change the individual(s) acting as District's Representative(s), or delegate one or more specific functions to one or more specific District's Representatives. All notices or demands to District under the Contract Documents shall be submitted to the District's Representative at:
- Barry Chin and Karen Pinkham
Construction Planning Department, San Mateo County Community College District
1700 West Hillsdale Blvd., San Mateo, CA 94402
Phone: (650) 358-6785
Fax: (650) 358-6764
plan@smccd.edu
5. **General Conditions.**
- a. Each contractor submitting a quotation shall be skilled and regularly engaged in the general class or type of work called for under this contract.
 - b. Each quotation must conform and be responsive to these contract documents, copies of which are on file and may be obtained from the owner. Any questions about the project may be directed to the Project Manager.
 - c. Quotations shall include all applicable state and local taxes, but shall not include Federal Excise Tax from which the District is exempt.
 - d. The work shall be performed in accordance with all applicable codes and regulations.
 - e. Each contractor shall familiarize himself with site, access to, location of, and conditions affecting the proposed work before submitting his quotation. It is the contractor's responsibility to obtain and have knowledge of all measurements and site conditions. No additional compensation will be granted because of lack of knowledge of any unusual conditions. Access to the site may be coordinated through Karen Pinkham, telephone 650.358.6714.
 - f. The contractor shall at all times conduct his operations in a manner that will ensure the least inconvenience to the District. The area of work shall be kept clean and orderly at all times.
 - g. All work shall be coordinated with the Project Manager. No work is to be started, nor shall any electrical, plumbing, heating or water services be temporarily disconnected without first discussing the procedure and protection to be provided with the District.
 - h. The contractor shall provide adequate protection against access by unauthorized persons to the area of work.
 - i. The contractor shall place a competent and experienced foreman/superintendent in charge of all work. Such foreman/superintendent is not to be discharged or relocated to another job without written notice by the contractor to the District. The foreman/superintendent shall be on the premises at all times while the work is in progress.
 - j. The contractor's materials and equipment shall be confined to the areas in which the contractor is actively engaged and as directed and agreed to by the Project Manager.
 - k. The contractor shall not park vehicles, store materials or in any other manner block any drive or walkway to the campus or building. Travel lanes and fire lanes shall be kept clear and clean at all times.
 - l. Upon completion of each phase of the work, tools and equipment shall be removed and the facility and premises shall be clean and ready for instruction and other college operations.
 - m. Care shall be taken in driving vehicles onto school grounds. Any damage to lawns, landscape, etc. shall be repaired at the contractor's expense.
 - n. All vehicles must have a parking permit displayed on the dashboard. Vehicles not displaying District-provided parking permits may be cited and/or towed at the owner's expense. Project Manager will issue parking permits prior to the start of the job.
 - o. The contractor shall be held responsible for the correction and/or reimbursement to the District for any and all damages to the building or its contents occurring in connection with the work under this contract.
 - p. Workers: Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work unfit persons or anyone not skilled in work assigned to him.

- 1) Any person in the employ of the contractor, whom the District may deem incompetent or unfit, shall be dismissed from work, and shall not again be employed on it except with written consent of District.
 - 2) All persons on the campus site must be sensitive to common courtesies on a college facility. Any persons behaving inappropriately will be asked to leave the premises and not return.
- q. The Contractor will be issued key(s) as needed to provide access to the facility. Contractor shall return key(s) upon completion of the work.
 - r. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available through the Department of Industrial Relations and are deemed included in the Contract Documents by reference. See <http://www.dir.ca.gov/dir/databases.html> Upon request, District will make available copies to any interested party.
 - s. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
6. **Other Contract Requirements.**
- a. Insurance. The District has elected to implement an Owner Controlled Insurance Program (“OCIP”). See Exhibit A for the insurance requirements of this project.
 - b. Guaranty. Correction Period: If within one year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to District and in accordance with District’s written instructions, correct such Defective Work. See Exhibit B for the form of Guaranty to be submitted by Contractor upon Substantial Completion of the work.
 - c. Special Procedures. In compliance with CEQA requirements, the District conducted an Initial Study to ascertain whether the project might have a significant effect on the environment. The Initial Study identified potentially significant impacts on the environment. However, all potential impacts of the proposed project can be avoided or reduced to a less-than-significant level with implementation of mitigation measures delineated in Exhibit C.
 - d. Contractor shall establish temporary controls, as delineated in Exhibit D.
 - e. Contractor shall ensure site security and safety, as delineated in Exhibit E.
 - f. Contractor shall conform with schedule requirements, as delineated in Exhibit F.
 - g. Contractor is advised that existing underground facilities exist in the area of work. See Exhibit G.
 - h. Contractor shall keep area of work clean at all times. Exhibit H.
 - i. Contractor shall coordinate with District for all required testing and inspections. See Exhibit I.
 - j. Contractor shall conform with requirements of Exhibit J Contract Closeout.
 - k. Contractor shall submit Project Record Documents, per Exhibit K.

End of RFP

EXHIBIT A INSURANCE

PART 1 GENERAL

1.0 Section Includes

1. Introduction and Owner-Controlled Insurance Program (OCIP) Overview
2. District-Provided Insurance
3. Required Contractor-Provided Insurance Coverage
4. Additional Requirements
5. Forms

1.1 Introduction and Owner-Controlled Insurance Program (OCIP) Overview

The District has elected to implement an Owner Controlled Insurance Program (“OCIP”). The District agrees to pay all premiums associated with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP. Contractor’s / Subcontractor’s bid shall exclude any and all costs for insurance coverage provided under the OCIP.

The OCIP will provide Workers’ Compensation, Employer’s Liability, General Liability, Excess Liability, Contractors’ Pollution Liability, and Builders Risk insurance for eligible Contractors/Subcontractors providing direct, **on-site** labor to the District’s Project, hereinafter called the “Project”. Coverage provided by the OCIP is project site specific. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

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

Off-site locations, labor and operations are not covered by the OCIP. It will be the responsibility of each contractor / subcontractor to maintain off-site insurance, as identified in Paragraph 3.0, which specifies coverage types and minimum limits. **Contractors/subcontractors are also required to provide Automobile Liability coverage for both on-site and off-site activities.**

Keenan & Associates, herein after called “Program Administrator”, shall administer the OCIP on behalf of the District. All Contractors/Subcontractors are required to cooperate with the District and its Program Administrator in all aspects of administering the OCIP. The Program Administrator’s contact information is as follows:

Keenan & Associates
 SEWUP Department
 2355 Crenshaw Blvd., Ste. #200
 Torrance, CA. 90501
 Attention: Ms. Sandy Nottingham, OCIP Administrator
 Phone: (310)212-3344, Fax: (310)787-8838
 E-mail: snottingham@keenan.com

1.2 Participation in the OCIP

A. Eligibility

Eligible Contractors/Subcontractors includes those providing direct, on-site labor on the Project. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible Contractor includes, but is not limited to, consultants; suppliers who do not perform or do not subcontract installation; demolition that includes abatement and hazardous materials removal; vendors;

materials dealers; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed. However, if contracted with an on-site installer, suppliers/vendors should be enrolled in the OCIP only for General Liability, as it pertains to the contractual relationship of the installer's on-site work.

Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred to the Program Administrator.

B. Participation

Participation in the OCIP is mandatory but not automatic. Document 00 11 19 – Instructions to Bidders and Document 00 41 00 – Bid Form require submission of an *Insurance Qualification Form* at the time bids are submitted to the District. Pursuant to Government Code Section 4420.5, A Bidder and all identified Subcontractors must meet certain minimum standards for bids to be deemed responsive:

1. The number of allowable Serious and Willful violation findings (Labor Code Section 6300) against the Bidder's Contractor/Subcontractors by the Workers Compensation Appeals Board in the past five (5) years shall not exceed:
 - o 1 to 3 Contractor/Subcontractors – a maximum of 1 Serious and Willful Violation
 - o 4 to 6 Contractor/Subcontractors – a maximum of 2 Serious and Willful Violations
 - o 7 or more Contractor/Subcontractors – a maximum of 3 Serious and Willful Violations
2. 100% of the listed firms must provide evidence of an Injury and Illness Prevention Program (IIPP)
3. 85% of the listed firms must have a Workers' Compensation Experience Modification Factor (EMR) of 1.10 or less. Under no circumstances will a Contractor/Subcontractor with an EMR of greater than 1.25 in the past three years be allowed to enroll in the OCIP.

Failure of prospective bidders to participate in the mandatory insurance qualification process pursuant to Government Code Section 4420.5 shall disqualify them from participating in the Project as a Contractor/Subcontractor.

C. Post- Contract Award Enrollment

Document 00 51 00 – Notice of Award requires submission of a completed *Contract Enrollment Form*. An eligible contractor/subcontractor is not enrolled in the OCIP until the Program Administrator validates the *Contract Enrollment Form* and issues a written notification to contractor/subcontractor.

Any Contractor/Subcontractor who enrolls in the OCIP after their start date will have to provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Enrollment is not guaranteed until acceptance of the enrollment documentation by the insurance carrier.

D. Reporting Requirements

1. Payroll Reporting

a. Workers' Compensation Insurance Rating Bureau Requirements

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

b. Project Site Monthly Payroll Report

Project Site Monthly Payroll Reports must be submitted to the Program Administrator on a monthly basis, until the completion of the contract. This report must summarize the unburdened

payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the *Project Site Monthly Payroll Report* is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or District can withhold payment until the report is received. Contractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP Insurance Carrier. At the end of each contract, a carrier audit may be performed using the reported payroll.

2. Contractor's Completion Notice

Contractor's Completion Notice must be submitted to the Program Administrator upon completion of work at the Project Site, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their Work at the Project Site. This information is subsequently submitted to the WCIRB.

1.3 DISTRICT-PROVIDED INSURANCE

A. **Workers' Compensation and Employer's Liability Insurance**, will be provided by the Program Administrator, in accordance with applicable state laws, to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:

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

B. **General Liability Insurance**, placed by the Program Administrator, will be provided on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:

- ▶ \$5,000,000 Bodily Injury and Property Damage Liability
- ▶ \$10,000,000 General Aggregate
- ▶ \$5,000,000 Products and Completed Operations

C. **Excess Liability Insurance**, placed by the Program Administrator, will be provided on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:

- ▶ \$25,000,000 Bodily Injury and Property Damage Liability
- ▶ \$25,000,000 General Aggregate
- ▶ \$25,000,000 Products and Completed Operations

D. **Contractor's Pollution Liability**, placed by the Program Administrator, will be provided on a "Claims Made" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors reflecting the following Limits of Liability:

- ▶ \$25,000,000 Each Loss/Annual Aggregate
 - Claims expense, including defense cost, within limits
- ▶ \$10,000 Deductible, Per Claim
 - The party legally responsible for any loss or damage shall, to the extent of such responsibility, pay the deductible

- E. **Builders Risk**, property insurance purchased and maintained by the District, during the course of construction, at the Project Site. The coverage is maintained until Final Completion has been achieved. Such property insurance shall be written on a repair or replacement cost basis, subject to standard exclusions, property limitations and conditions. Such insurance shall include the interests of the District and Contractors/Subcontractors during the Course of Construction and shall provide broad coverage.

A deductible of \$10,000-\$25,000 (\$50,000 on structural renovation work), which shall be determined by the type of construction, will apply to each occurrence. The deductible amount will be paid by the party or parties responsible for the loss or damage and will not be reimbursed by the OCIP Insurance Program.

1.4 OCIP CERTIFICATES AND POLICIES

The OCIP Program Administrator will provide each enrolled Contractor/Subcontractor their own Workers’ Compensation policy. Certificates of Insurance will be furnished for the General Liability, any Excess Liability, Contractor’s Pollution Liability, and Builders Risk coverage. These policies are available for review by the Contractor/Subcontractor, upon request to the District or the Program Administrator. Such policies or programs may be amended from time to time and the terms of such policies or programs are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

1.5 REQUIRED CONTRACTOR-PROVIDED INSURANCE COVERAGE

For any work under this contract, and until completion and final acceptance of the work by the District, the Contractors/Subcontractors shall, at their own expense provide the following coverage for off-site locations, labor, and operations before commencing work on the Project Site. Automobile Liability Insurance must be maintained for both on-site and off-site operations. See Paragraph 3.1 for Certificate Holder specification. Furthermore, the policies shall provide not less than sixty (60) days prior written notice to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

- A. **Automobile Liability Insurance**, must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors with the following limits of liability:

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

- B. **Workers’ Compensation and Employer’s Liability Insurance**
 - ▶ Workers’ Compensation –Statutory Benefits - All States
 - ▶ Employer’s Liability
 - \$1,000,000 Bodily Injury each Accident
 - \$1,000,000 Bodily Injury by Disease – Policy Limit
 - \$1,000,000 Bodily Injury by Disease – Each Employee

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

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

▶ Personal/Advertising Injury Aggregate	\$2,000,000	\$1,000,000
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D. Professional Liability Insurance, if Contractor’s work requires design and/or design-assist services, Contractor shall purchase and maintain, at its sole cost and expense Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this Agreement, the limits of which shall not be less than the following:

- ▶ \$2,000,000, Per Claim/Aggregate
- ▶ Deductible or self-insured retention amount must not be greater than \$100,000, including coverage of contractual liability.

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

E. Environmental and Asbestos Abatement Coverages, if the Contractor’s/Subcontractor’s scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor shall be required to provide coverage, with limits not less than \$1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.

F. Aircraft or Watercraft Liability Insurance, if any Contractor/Subcontractor, requires the use of Aircraft, including helicopters, or Watercraft at the Project Site, the Contractor/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”. Contractor/Subcontractor shall be required to provide coverage, with limits not less than \$1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.

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

H. The OCIP is intended to provide broad coverages and high limits to all Enrolled Contractors/Subcontractors. The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that adequately addresses the risks of the Contractors/Subcontractors.

Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and expense.

1.6 REQUIRED CONTRACTOR-PROVIDED CERTIFICATES OF INSURANCE

A. Required Endorsements:

1. Name San Mateo County Community College District, its Board of Trustees, and their employees, representatives, consultants, agents and Architect/Engineer as additional insured, but only with respect to liability arising out of the activities of the Named Insured.

- 2. Each such policy shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limit of the insurance company’s liability.
- 3. Insurance shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.
- 4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against District and all additional insured, as well as other insurance carriers for the Work
- 5. Insurance certificates shall be addressed to:

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

A.

- B. Certificates of insurance and endorsements shall have clearly typed thereon District Bid Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Contract Administration/Inspection) at the address listed in Section 00 52 00 (Agreement), sixty (60) Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District’s request, Contractor shall submit to District, within thirty (30) Days, copies of the actual insurance policies or renewals or replacements.

1.7 ADDITIONAL REQUIREMENTS

- A. Waiver of Subrogation and District Indemnification

With respect to their work on the Project Site:

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

- B. No Release

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

- C. Coverage to be Provided by Contractor/Subcontractor During Warranty Period

OCIP coverage terminates on the Project’s Final Acceptance Date. Contractors/subcontractors who return to the Project Site after this date, for any reason, do so under their own insurance coverage.

- D. Change Order Pricing

Change Order pricing shall exclude any costs relating to insurance coverage afforded under the OCIP.

- E. Duties in the Event of a Loss

Contractors/Subcontractors are required to report any and all losses, which include potential losses, promptly to the Insurance Company, Program Administrator and District. A full description and details of the incurred loss are also required.

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

F. Safety Program Requirements

Contractor/Subcontractors are required to adhere to the requirements outlined in Section 01 56 00 – Site Security and Safety.



**STATEWIDE EDUCATIONAL WRAP-UP PROGRAM
INSURANCE QUALIFICATION FORM**

TO BE EXECUTED BY ALL CONTRACTORS AND SUBMITTED WITH PROPOSAL

As described in the bidding documents, the District has elected to implement an Owner Controlled Insurance Program (OCIP) for this Project. Pursuant to Government Code Section 4420.5, the District must conduct a bid evaluation to assess whether prospective bidders, including Contractors and Subcontractors of all tiers, meet minimum occupational, safety, and health qualifications established by the District. In order to complete this evaluation, all prospective bidders, of every tier, must submit the following information and satisfy the minimum standards established by the District for inclusion in the Program.	
1.	Current Year Workers’ Compensation Experience Modifier:
	Workers’ Compensation Bureau ID #:
2.	Number of Serious and Willful violations (Labor Code Section 6300 et seq) that have been actually awarded against you in the last:
	Five (5) Years?
3.	Attach a copy of the following as evidence of your Injury & Illness Prevention Program (IIPP) (Labor Code Section 6401.7 and Cal OSHA regulation: CCR Title 8, #3203) Sample IIPP Programs can be obtained on the Cal OSHA web site at www.dir.ca.gov/title8/3203.html <ul style="list-style-type: none"> • Table of Contents of your Safety Program • A full copy of the IIPP is not required at time of bid submission
<p>Pursuant to Government Code Section 4420.5, CONTRACTORS AND SUBCONTRACTORS must meet certain minimum standards to enable the District to use an OCIP. The District and its SEWUP JPA have determined that the Contractors/Subcontractors must meet the following minimum standards.</p> <ul style="list-style-type: none"> • The number of allowable Serious and willful violations (Labor Code Section 6300 et seq) awarded against the Contractor/Subcontractors in the past Five (5) Years shall not exceed: <ul style="list-style-type: none"> o 1 to 3 Contractors/Subcontractor maximum of 1 Serious and Willful Violations o 4 to 6 Contractors/Subcontractor maximum of 2 Serious and Willful Violations o 7 or more Contractors/Subcontractor maximum of 3 Serious and Willful Violations • 100% of the listed firms must provide evidence Injury & Illness Prevention Program (IIPP) • 85% of the listed firms must have a Workers’ Compensation Experience Modification Factor (EMR) of 1.10 or less. Under no circumstances will a Contractor/Subcontractor with an EMR of greater than 1.25 be allowed to enroll in the OCIP. 	
<p>IMPORTANT: BIDDING CONTRACTORS AND SUBCONTRACTORS OF ALL TIERS SHALL COMPLETE AND RETURN the Insurance Qualification Form and evidence of IIPP to the DISTRICT with bid submission, on or before the date and time specified in the Notice to Bidders as part of your bid package.</p> <p>Failure of prospective bidders to timely submit the required information or to satisfy the minimum occupational safety and health qualifications shall disqualify them from participation in the Project. Any bid submitted by a Contractor that has not, or which lists as a Subcontractor an entity that has not, participated in the insurance qualification process and satisfied the minimum occupational safety and health qualifications established to bid on the Project, shall render the bid non-responsive.</p>	
I declare under penalty of perjury, under the laws of the State of California, that the information provided on and with this form is true, correct, and complete.	

Contractor Name:		Contractor License #:	
Address, City, State, Zip:			
Phone:		Fax #:	
Contact Person Name:		Title:	
Signature:			

Administrator: Keenan & Associates, SEWUP Dept., 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501
Ph (310) 212-3344, Fax (310) 787-8838 License #0451271



**Statewide Educational Wrap-Up Program
CONTRACTOR ENROLLMENT FORM**

**TO BE EXECUTED BY AWARDED CONTRACTOR AND SUBMITTED WITH EXECUTED CONTRACT
(Do not submit with Proposal)**

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF EXHIBIT A

EXHIBIT B
GUARANTY

TO THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT for construction of

THE COLLEGE OF SAN MATEO BUILDING 16 MODERNIZATION PROJECT

SAN MATEO, CALIFORNIA.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to District for a period of one year following the date of Notice of Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Completion.

If within one year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to District and in accordance with District’s written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 01 42 00 (References and Definitions). The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Firm/Company

Address

Signature

City/State/Zip

Name and Title

Date

END OF DOCUMENT

EXHIBIT C

SPECIAL PROCEDURES (COLLEGE OF SAN MATEO)

PART 1 GENERAL

1.1 Summary

- A. In compliance with CEQA requirements, the District conducted an Initial Study to ascertain whether the project might have a significant effect on the environment. The Initial Study identified potentially significant impacts on the environment. However, all potential impacts of the proposed project can be avoided or reduced to a less-than-significant level with implementation of the following mitigation measures. Contractor shall conform with the following mitigation measures.
- B. Section Includes:
1. Noise Control Plan
 2. Spill Prevention, Control and Countermeasure Program
 3. Site Safety Plan (Soil and Groundwater Management Plan)
 4. Hazardous Materials Program
 5. Dust Control Plan
 6. Erosion Control Plan
 7. Cultural Resources Protection Plan
 8. Traffic Control Plan
 9. Tree Protection Plan

1.2 Definitions

1.3 Submittals

- A. See Section 01 32 19 (Submittal Procedures).
- B. Name and address of the selected treatment, recycling, or disposal facilities for contaminated soil disposal.
- C. Hazardous waste manifests "if applicable."
- D. Non-hazardous waste manifests "if applicable."
- E. Facility weight tickets "if applicable."
- F. Spill Prevention, Control, and Countermeasure Program.

1.4 Noise Control Plan

- A. Implement the following noise-control measures to reduce and control noise generated from construction, demolition, and renovation-related activities.
1. Restrict noise-producing construction activities to between 7:00 a.m. and 7:00 p.m. on weekdays. If construction is scheduled for Saturdays or Sundays to avoid disrupting college operations, restrict noise-producing construction activities to 9:00 a.m. and 5:00 p.m. Construction on Sundays will be avoided if possible, and there will be no construction on public holidays. When activities must occur outside the hours specified above, conform with notification requirements of Section 01 10 00 (Summary of Work), Paragraph 1.7.C, and utilize local barriers around equipment and other noise attenuating devices if necessary to limit noise to acceptable levels.
 2. Construction equipment shall have appropriate mufflers, intake silencers, and noise-control features, and shall be properly maintained and equipped with exhaust mufflers that meet State standards.
 3. Vehicles and other gas- or diesel-powered equipment shall be prohibited from unnecessary warming up, idling, and engine revving.
 4. Post a sign at the construction site giving the name and telephone number or e-mail address of the District's Representative whom the public should contact with any noise complaints. If necessary due to complaints, provide additional noise-attenuating measures such as additional mufflers or engine shrouding.

1.5 Spill Prevention, Control and Countermeasure Program

- A. Prepare and implement a Spill Prevention, Control, and Countermeasure Program (SPCCP) to minimize the potential for and effects from spills of hazardous, toxic, or petroleum substances during construction and demolition activities. Obtain approval of the SPCCP before any construction or demolition activities begin.
- B. Contractor shall routinely inspect the construction area to verify that the measures specified in the SPCCP are properly implemented and maintained. Inform the District immediately if there is a noncompliance issue and take immediate measures to restore compliance.
- C. The federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that includes any of the following.
 1. Violates applicable water quality standards.
 2. Causes a film or sheen on or discoloration of the water surface or adjoining shoreline.
 3. Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.
- D. If a spill is reportable, notify the District's Representative and take action to contact appropriate safety and clean-up crews to ensure that the SPCCP is followed.
 1. A written description of reportable releases must be submitted to the District's Representative and to the San Francisco Bay RWQCB. This submittal must contain a description of the spill, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred, and a description of the steps taken to prevent and control future releases. Document the releases on a spill report form.
 2. If a reportable spill has occurred and results determine that project activities have adversely affected surface water or groundwater quality, the District will engage a registered environmental assessor for a detailed analysis to identify the likely cause of contamination. This analysis will conform to American Society for Testing and Materials (ASTM) standards, and will include recommendations for reducing or eliminating the source or mechanisms of contamination.
 3. Based on this analysis, the Contractor shall select and implement measures to control contamination, with a performance standard that groundwater quality must be returned to baseline conditions. These measures will be subject to approval by the District.

1.6 Site Safety Plan (Soil and Groundwater Management Plan)

- A. Prior to excavation, prepare and submit a Site Safety Plan (Soil and Groundwater Management Plan) to protect people from known or previously undiscovered soil and groundwater contamination during construction activities. Obtain approval of the SPCCP before any construction or demolition activities begin.
- B. The Site Safety Plan (Soil and Groundwater Management Plan) shall, at a minimum, include the following:
 1. All construction activities involving work in proximity to potentially contaminated soils and/or groundwater shall be undertaken in accordance with California Occupational Safety and Health Administration (Cal-OSHA) standards, contained in Title 8 of the CCR.
 2. Establish soil and groundwater mitigation and control specifications for construction activities, including health and safety provisions for monitoring exposure to construction workers, procedures to be undertaken in the event that previously unreported contamination is discovered, and emergency procedures and responsible personnel.
 3. Procedures for managing soils and groundwater removed from the site to ensure that any excavated soils and/or dewatered groundwater with contaminants are stored, managed, and disposed in accordance with applicable regulations.

1.7 Hazardous Materials Program

- A. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Sections 5163 through 5167 and 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Hazardous Waste to Land).
- B. Should the discovery of contaminants cause delay to Contractor's operations, extension of Contract Time will be granted by District in accordance with Section 00 71 00 (General Conditions), and Section 01 32 16 (Progress Schedules and Reports). Contractor may not be entitled to damages or additional payment due to such delay. District may, if it believes appropriate in its sole discretion, grant an extension of Contract Time. The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous

Materials/Waste finds such as; avoiding the area of the find and proceeding with other work on the project; developing “work around” plans; and documenting his best efforts to avoid and/or mitigate delays. See Section 01 32 16 (Progress Schedules and Reports) regarding requirement to demonstrate Time Impacts.

C. Subsurface Hazardous Materials

1. If Contractor encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:
 - a. Contractor's personnel shall be alert for and immediately report to District's Representative any detectable chemical odors, unusual debris, or discolored soil.
 - b. Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.
 - c. Dewatering: Construct, operate and maintain as required by applicable laws, codes and standards, and to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.
 - d. Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to District's Representative.
 - e. Removal of dewatering equipment: After having served their purpose, all protective works, and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.
 - f. Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above may be deemed to be the responsibility of Contractor.
 - g. Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to District's Representative.

D. Hazardous Building Materials

1. To protect construction workers and members of the public from known or undiscovered hazardous building materials, including asbestos and lead, undertake all demolition activities in accordance with Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR).
2. During demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal-OSHA Lead in Construction Standard, Title 8, California Code of Regulations 1532.1.
3. All potentially friable asbestos-containing materials (ACMs) shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to building demolition or renovation that may disturb the materials. Applicable standards include the following.
 - a. The facility shall be inspected before any renovation occurs in which 160 square feet or more of building materials or 260 linear feet or more of pipe insulation will be disturbed at a regulated facility, or any demolition occurs at a regulated facility.
 - b. An asbestos notification form shall be submitted to the Bay Area Air Quality Management District (BAAQMD) for any regulated asbestos abatement project or regulated demolition 10 working days before the activity begins.
 - c. If ACMs are discovered during a renovation or demolition, they must be removed before the project may proceed. Also, the Cal-OSHA and California Environmental Protection Agency (Cal-EPA) hazardous waste regulations apply in most cases.

- E. Naturally Occurring Asbestos
1. To protect construction workers and members of the public from exposure to known areas of naturally-occurring asbestos (NOA), all ground disturbing activities will be undertaken in accordance with all applicable Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR). In addition, any ground-disturbing activity in an area that meets one or more of the applicability criteria for the Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying, and Surface Mining Operations, as adopted by the California Air Resources Board (CARB), is subject to the requirements therein. Per section 93105(b) of the ATCM, these criteria are as follows:
 - a. The area to be disturbed is located in a geographic ultramafic rock unit; or
 - b. The area to be disturbed has naturally-occurring asbestos, serpentine, or ultramafic rock as determined by the owner / operator, or the Air Pollution Control Officer (APCO); or
 - c. Naturally-occurring asbestos, serpentine, or ultramafic rock is discovered by the District, a registered geologist, or the APCO in the area to be disturbed after the start of any construction, grading, quarrying, or surface mining operation.
 2. For construction projects that disturb areas of 1 acre or less, implement standard dust mitigation measures before construction begins, and maintain each measure throughout the duration of the construction project. The following additional measures will be implemented in accordance with Section 93105 (e)(1) of the ATCM and will be undertaken in concurrence with the dust control measures identified in Paragraph 1.8 Dust Control Measures and Paragraph 1.9 Erosion Control Measures.
 - a. Equipment used during excavation, grading, and construction activities will be washed down before moving from the property onto a paved public road.
 - b. Any visible track-out on the paved public road will be cleaned using wet sweeping or a high-efficiency particulate air (HEPA) filter equipped vacuum device within twenty-four hours.
 3. For construction projects that disturb areas greater than 1 acre in size, submit an asbestos dust mitigation plan to the Bay Area Air Quality Management District (BAAQMD) for review and approval, in accordance with Section 93105(2)(A) of the ATCM, before the start of any construction or grading activity. The provisions of the dust mitigation plan will be implemented before construction begins, and will be maintained throughout the duration of the construction or grading activity. The asbestos dust mitigation plan will address the following:
 - a. Prevention of dust emissions offsite;
 - b. Control of dust for disturbed areas and storage piles;
 - c. Traffic control for on-site unpaved areas;
 - d. Control for earthmoving activities;
 - e. Track-out prevention;
 - f. Control for off-site transport;
 - g. Post-construction stabilization of disturbed areas;
 - h. Air monitoring for asbestos (if required by the APCO).

1.8 Dust Control Plan

- A. Implement dust control measures to protect air quality during construction. To control dust emissions generated during construction, implement the following Bay Area Air Quality Management District (BAAQMD) measures for construction emissions of particulate matter over 10 microns in size (PM10):
1. Water all active construction areas at least twice daily.
 2. Cover all trucks hauling soil, sand, and other loose materials, or require all trucks to maintain at least 2 feet of freeboard.
 3. Pave, apply water three times daily, or apply (nontoxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
 4. Sweep streets daily (with water sweepers) if visible soil material has been carried onto adjacent public streets.
 5. Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 miles per hour.
 6. Limit speed of vehicles to 15 miles per hour or less at construction sites.

1.9 Erosion Control Plan

- A. Implement erosion control measures to protect water quality during construction.
1. Cover or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more) that could contribute sediment to waterways.

2. Enclose and cover exposed stockpiles of dirt or other loose, granular construction materials that could contribute sediment to waterways.
3. Contain soil and filter runoff from disturbed areas by berms, vegetated filters, silt fencing, straw wattle, plastic sheeting, catch basins, or other means necessary to prevent the escape of sediment from the disturbed area.
4. Prohibit the placement of earth or organic material where it may be directly carried into a stream, marsh, slough, lagoon, or body of standing water.
5. Prohibit the following types of materials from being rinsed or washed into streets, shoulder areas, or gutters: concrete, solvents and adhesives, fuels, dirt, gasoline, asphalt, and concrete saw slurry.
6. Conduct dewatering activities according to the provisions of the SWPPP. Prohibit placement of dewatered materials in local water bodies or in storm drains leading to such bodies without implementation of proper construction water quality control measures.
7. There is an ephemeral drainage located at the Cañada Road entrance to the College, west of the entrance road. Avoid riparian vegetation along this ephemeral drainage. This drainage and the riparian woodland on its banks will be fenced to prevent accidental disturbance associated with construction activities. The fencing will be commercial-quality woven polypropylene, orange in color, and at least 4 feet high (Tensor Polygrid or equivalent). The fencing will be tightly strung on posts with maximum 10-foot spacing. Temporary fencing around the drainage will be installed as the first order of work. Temporary fencing will be furnished, constructed, maintained, and removed as shown on the plans, as specified in the special provisions, and as directed by the project engineer. Before construction, the construction contractor will work with the project engineer and a resource specialist to identify the location of the ephemeral drainage and place stakes around the sensitive resource sites to indicate these locations. The drainage will be designated an “environmentally sensitive area” and clearly identified on the construction specifications. The fencing will be installed before construction activities are initiated and will be maintained throughout the construction period.
 - a. The Contractor’s attention is directed to the ephemeral drainage designated as an “environmentally sensitive area”. These areas are protected, and no entry by the Contractor will be allowed unless specifically authorized in writing by VTA. The Contractor will take measures to ensure that the Contractor’s forces, do not enter or disturb these areas, including giving written notice to employees and subcontractors.

1.10 Cultural Resources Protection Plan

- A. If buried cultural resources, such as chipped or ground stone, historic debris, building foundations, or human bone or paleontological resources are discovered inadvertently during ground-disturbing activities, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify District’s Representative immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for District’s Representative to evaluate the nature and significance of the find, and implement appropriate management procedures.
- B. In the event that prehistoric human remains are encountered, further excavation or disturbance of the site shall cease immediately, pursuant to Health and Safety Code 7050.5. Contractor shall notify District’s Representative immediately upon encountering human remains. Contractor shall move on to another location or phase of Work to allow proper assessment of the situation.
- C. If human remains of Native American origin are discovered during project construction, it will be necessary to comply with State laws relating to the disposition of Native American burials, which fall under the jurisdiction of the NAHC (Public Resources Code [PRC] Section 5097). Consequently, if any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains:
 1. until the San Mateo County Coroner has been informed and has determined that no investigation of the cause of death is required;
 2. if the remains are of Native American origin
 - a. the descendents of the deceased Native American(s) have made a recommendation to the landowner or the person responsible for the excavation work regarding means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98; or

- b. the NAHC has been unable to identify a descendent or the descendent failed to make a recommendation within 24 hours after being notified by the NAHC.
- D. Contractor may be entitled to an increase in Contract Sum and Contract Time due to conditions described in this paragraph 1.4 of this Section 01 35 00. The Contractor shall take all measures to avoid and/or mitigate delays due to Cultural Resource finds such as; avoiding the area of the find and proceeding with other work on the project; developing "work around" plans; and documenting its best efforts to avoid and/or mitigate delays. See Section 01 32 16 (Progress Schedules and Reports) regarding requirement to demonstrate Time Impacts.

1.11 Traffic Control Plan

- A. Develop and implement a traffic control plan to minimize the effects of construction traffic on the surrounding residential areas, as appropriate. Submit the plan to the District for review and approval.
- B. The construction traffic control plan will include, at a minimum, the following requirements:
 1. Provide clearly marked pedestrian detours if any sidewalk or pedestrian walkway closures are necessary.
 2. Provide clearly marked bicycle detours if heavily used bicycle routes must be closed, or if bicyclist safety would be otherwise compromised.
 3. Provide crossing guards and/or flag persons as needed to avoid traffic conflicts and ensure pedestrian and bicyclist safety.
 4. Use nonskid traffic plates over open trenches to minimize hazards.
 5. Locate all stationary equipment as far away as possible from areas used heavily by vehicles, bicyclists, and pedestrians.
 6. Notify and consult with emergency service providers and provide emergency access by whatever means necessary to expedite and facilitate the passage of emergency vehicles.
 7. Avoid routing construction traffic through residential areas to the extent feasible. Prohibit mobilization and demobilization of heavy construction equipment during AM and PM peak traffic hours.
 8. Provide access for driveways and private roads outside the immediate construction zone by using steel plates or temporary backfill, as necessary.
 9. Prohibit construction worker parking in residential areas.

1.12 Tree Protection Plan

- A. Definitions
 1. Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.
 2. Root Protection Zone ("RPZ"): The areas enclosed with tree protection fencing as designated on the drawing(s).
 3. Tree damage: Tree damage shall include, but not be limited to, the following: significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Dripline or RPZ, compacting the soil within the Dripline or RPZ, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the Dripline or RPZ, or unauthorized removal of more than 1/3 of the live wood, foliage, or roots.
- B. Root protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk.
- C. Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.
- D. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. District will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from District. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.
- E. Any tree that is removed without District's permission or is irreparably damaged, in the opinion of District, shall cost Contractor in damages [\$100.00] per square inch of cross section, measured at 4 ½ feet above ground, but not less than [\$250.00], such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately, and District determines that a tree has been irreparably damaged, Contractor shall pay the same amount of damages as for unauthorized

removal of a tree. Contractor shall immediately report all tree damage to District, so that District may determine applicable damages.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF EXHIBIT C

EXHIBIT D
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Temporary Electricity
 - 2. Not Used
 - 3. Temporary Water
 - 4. Fences
 - 5. Protection of Public and Private Property
 - 6. Temporary Sanitary Facilities
 - 7. Temporary Barriers and Enclosures
 - 8. Not Used
 - 9. Not Used
 - 10. Construction Aids
 - 11. Not Used
 - 12. Not Used
 - 13. Not Used
 - 14. Removal of Temporary Facilities and Controls

1.2 TEMPORARY ELECTRICITY

Contractor shall provide, maintain, and pay for electrical power at the Site for construction purposes and for Contractor's and Construction Manager's trailers. With the District's consent, power may be obtained from District at no cost to Contractor, but Contractor must provide all necessary wiring and appurtenances for connection to District's system. Contractor must coordinate point of connection with the District.

1.3 NOT USED

1.4 TEMPORARY WATER

- A. Provide, maintain, and pay for suitable quality water service required for construction operations.
- B. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Contractor. Contractor may be allowed to utilize water from the District, with District's approval. However, District does not guarantee availability of this water. Contractor shall furnish necessary pipe, hose, nozzles, meter, and tools and perform all necessary labor to connect to the District's system. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

1.5 FENCES

- A. All existing fences affected by the Work shall be maintained by Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until District gives written permission to do so, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- B. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

1.6 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement,

surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

- B. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the District, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.7 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.
- C. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.
- D. Provide temporary sanitary facilities for Campus and Staff during utility interruptions.

1.8 TEMPORARY BARRIERS AND ENCLOSURES

- A. Provide barriers to prevent unauthorized entry to construction areas to allow for District's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades required by governing authorities for public access to existing buildings.
- C. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.9 NOT USED

1.10 NOT USED

1.11 CONSTRUCTION AIDS

Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

1.12 NOT USED

1.13 NOT USED

1.14 NOT USED

1.15 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Remove underground installations.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF EXHIBIT D

EXHIBIT E

SITE SECURITY AND SAFETY

PART 1 GENERAL

1.1 SUMMARY

- A. Overview
- B. Protection
- C. Control of Site
- D. Site Security
- E. Safety Program
- F. Safety Requirements
- G. Site Safety Officer
- H. Additional Safety Controls

1.2 OVERVIEW

- A. In order to continue support of our educational mission, the District’s campuses and many of its facilities will remain occupied during completion of the Work making Site Security and Safety of paramount importance. Campuses are visited, on a daily basis, by an ever-changing and diverse population. Students, District staff, visitors, the public at large and contractor personnel will encounter real and potential safety hazards on a regular basis. Among this population, knowledge of safety and security hazards varies from considerable to none. This makes the risk of an injury of utmost concern to the District.

For this reason, failure to comply with the requirements of this Section will be considered grounds for the District, or its designated representative, to issue an order suspending work or terminate a contract for cause.

The District, or its designated representative, will also perform safety inspections and may issue a written notice ordering a contractor to correct an unsafe act or condition. If the Contractor fails to correct the unsafe act or condition within the requested time frame, the District or its representative may have the condition corrected and bill the non-compliant contractor for the costs associated with the correction.

- B. The General or Prime Contractor shall assume overall responsibility for project safety compliance.

1.3 PROTECTION

- A. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- B. Properly protect the Work:
 - 1. With lights, guard rails, temporary covers and barricades.
 - 2. Enclose excavations with proper barricades.
 - 3. Brace and secure all parts of the Work against storm and accident.
 - 4. Provide such additional forms of protection that may be necessary under existing circumstances.
- C. Provide and maintain in good condition all protective measures required to adequately protect all persons, including students, District staff, contractors and members of the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.4 CONTROL OF SITE

Ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately and permanently remove from the Site any employee, contractor, subcontractor, vendor or consultant found in violation of this provision.

- A. Project Work Site parking will be limited to required work trucks, equipment pick-up/delivery vehicles and material delivery only. The Contractor’s employees parking area is specified in Section 00 32 19 (Supplementary Conditions).

- B. In addition to any other requirement in the Project Manual, or to enhance any existing requirement in these documents, the Contractor shall be aware of (and furnish and install or otherwise provide) the following:
 - a. Access to all existing classrooms must be maintained while isolating the Project Work Site by protective measures. Phasing of the work as (or if) required maintaining access to the buildings shall be a requirement of this Bid.
 - b. Isolation of the Project Work Site referenced immediately above shall be-
 - i. For exterior work (if any)- through the use of “pre-paneled” 6-foot high chain link fence. Fence panels shall include end clips/brackets with which the individual panels can be made into a “fence section” of indefinite length.
 - ii. For interior work (if any)- through the combined use of plywood and plastic sheeting walls constructed to prevent accidental entry to the work area and keep dust from entering occupied areas. Walls shall include end clips/brackets with which the individual panels can be made into a “wall section” of indefinite length.
- C. The fencing shall be maintained and relocated when and as necessary to assure staff/student/ visitor safety while maintaining a positive isolation barrier between the public and the Project Work Site.
- D. The contractor shall be responsible for posting, and maintaining, no less than the following construction site signage: CAUTION CONSTRUCTION; HARD HAT AREA; AND KEEP OUT. In the event that the Contractor’s insurance carrier mandates that additional safety signs be posted, this contractor shall post and maintain those signs also.
- E. Construction Site signage shall be posted at the entries/exits from the buildings, at every chain link fence corner and in fence line “straight runs” as necessary to assure that the distance between signs does not exceed 500 linear feet.

1.5 SITE SECURITY

- A. As part of the Work included within the Contract Price, Contractor shall take and be fully responsible for all measures required to protect and maintain the security of persons, existing facilities and property at the Site, including without limitation preventing theft, loss, vandalism and improper concealment of personal property of the District and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor’s measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and who they represent, what they are delivering and to whom.
- B. No claim shall be made against District by reason of any act of an employee or trespasser, and Contractor shall repair all damage to District’s property resulting from Contractor’s failure to provide adequate security measures.
- C. Contractor shall maintain a lock on the Construction access gate at all times. Contractor shall appoint one person to monitor the gate and maintain the sign-in/out list, with person’s name, company, reason for entering, what they are delivering, time and date. Alternatively, Contractor shall provide a full-time guard at the gate at all times to control access and maintain the sign-in/out list. The sign in/out list shall be available to District at anytime upon request.
- D. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

1.6 SAFETY PROGRAM

- A. Within ten (10) days after Notice to Proceed, submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
- B. Receipt and/or review of the Safety Program by District, Engineer or District’s representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
- C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor’s overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with Contractor and each individual Subcontractor.
- D. Safety Program components:
 - 1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).

2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b) (4) f.
 3. Confined Space Program: District will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
 4. Emergency Response Plan (ERP): Describe procedures that shall be implemented in the event an incident or emergency occurs at the Project Site. The ERP should model multiple incident scenarios (e.g. minor injury, earthquake, fatality, fire, etc.). Special attention should be paid to Project Site access/egress and contractor personnel evacuation/staging areas. The District will provide contact information for designated internal staff.
- E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Supply sufficient hard hats to equip properly all employees and visitors.
- F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Contractor's direction.

1.7 SAFETY REQUIREMENTS

- A. Standards: Maintain the Project in accordance with state and local safety and insurance standards.
- B. Hazards Control:
 1. Store volatile wastes in covered metal containers and remove from premises daily.
 2. Prevent accumulation of wastes that create hazardous conditions.
 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 1. Do not burn or bury rubbish or waste material on the Site.
 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 3. Do not dispose of wastes into streams or waterways.
- D. Provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of said incident.
- E. The District, or its designated representative, must be notified of all contractor injuries in accordance with the timeline established by Cal-OSHA/OSHA. Injuries, no matter how minor, to students, District staff or the public at large must be reported to the District immediately. All incidents resulting in damage to District property or third-party must be reported to the District immediately. Damage to contractor property must be reported within 12 hours if Contractor expects to file a claim against the District or OCIP.
- F. Contractors must make their employees, agents, contractors, subcontractors, vendors and officers available for post-incident investigations.
- G. Contractors must make the involved employees, agents, contractors, subcontractors, vendors and officers available for post-incident/injury drug screening. Those employees failing the test will be removed permanently from the job site. The District will bear the cost of these tests.

1.8 SITE SAFETY OFFICER

- A. Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by District Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by District, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by District.
- B. District's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.9 ADDITIONAL SAFETY CONTROLS

- A. According to industry practices, it is the responsibility of all contractors of every tier to exercise reasonable care to prevent work-related injuries, property and equipment damage at the Project site, as well as minimize risk to the third-party persons and property. All contractors shall undertake loss control prevention practices according to those requirements set by federal, state and local laws, statutes and specific project procedures developed for this Project.
- B. In the event of an accident it will be the responsibility of all contractors of every tier to see that injured workers or third-parties are given immediate medical treatment and that all medical and/or claim forms are filed with the appropriate authorities.
- C. Contractors and subcontractors participating in the project will be expected to comply with the following safety and loss control requirements:
 - 1. All subcontractors shall identify their contact person(s) to the General or Prime Contractor.
 - 2. All contractors and subcontractors shall follow District procedures regarding dealing with the media.
 - 3. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
 - 4. Alcohol is prohibited on District property at all times.
 - 5. Smoking Policy: It is the policy of San Mateo County Community College District to provide a safe learning and working environment for both students and employees. It is recognized that smoke from cigarettes, pipes and/or cigars is hazardous to health; therefore, it is the intent of the District to provide a smoke-free environment to the greatest extent possible. To achieve this goal, the District limits smoking on District property to outdoor areas only, at a minimum of twenty (20) feet away from any doorway, entrance to an indoor facility, or fresh air intake vent. Smoking is prohibited in all indoor locations within the District. The sale or distribution of cigarettes or other smoking material is also prohibited.
 - a. Contractor shall develop and enforce a smoking policy within work site area(s) that is in alignment with District's smoking policy. Contractor shall prohibit smoking in existing buildings that are under renovation. Contractor shall prohibit smoking in new buildings under construction no later than when the roof and exterior walls have been installed.
 - b. Skyline College: Outside of the work site(s), smoking is prohibited except in designated smoking areas on the campus.
 - 6. Contractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide the appropriate abatement as quickly as possible.
 - 7. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel, and are allowed only 'incidental' contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
 - 8. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other appropriate code.
 - 9. A site specific Injury and Illness Prevention Program shall be available on site with the General or Prime Contractor. All contractors shall abide by this program.
 - 10. Personal radios, headsets, walkmans, I-pods and CD players are not allowed on the job-site.
 - 11. All contractors and subcontractors must attend a pre-construction safety meeting.
 - 12. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
 - 13. All contractors' employees shall park in their designated parking area. Any sticker attached to the employees' vehicle that displays any form of sexual preference or reference shall be removed prior to parking at the site. Each employee will provide their license plate number to the General or Prime Contractor. Any employee disregarding this policy shall be removed from the site until further notice.

14. All contractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
15. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
16. No guns, switchblades, or knives with blades greater than two inches shall be allowed on the job site. Any employee disregarding this policy shall be removed from the site until further notice.
17. All contractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF EXHIBIT E

EXHIBIT F
PROGRESS SCHEDULES AND REPORTS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This Section is in addition to the Contract General Conditions.
- B. Contractor shall develop a network plan and schedule for the project demonstrating complete fulfillment of all contract requirements, shall keep the network plans up to date in accordance with the requirements of this section and shall utilize the Critical Path Method (CPM) in planning, coordinating, performing and reporting the work under this contract, including all activities of Subcontractors, equipment vendors, and suppliers, and in assisting District and District’s Project Manager in monitoring the progress of the Work.

1.2 SUBMITTALS

- A. A “Draft” Initial Contract Schedule shall be submitted no later than three (3) days after the Notice to Proceed has been issued. Contractor shall also submit an electronic copy of this document.
- B. Contractor shall submit final contract schedule to District no later than seven (7) days following the Notice to Proceed, incorporating any comments provided by District based on Contractor’s “Draft” Schedule. Contractor shall also submit an electronic copy of this document.
- C. Submit Final As-Built Schedule per paragraph 1.7 below.

1.3 ACCEPTANCE

- A. Acceptance of the Contractor’s Initial Contract Schedule by the District will be a condition precedent to the making of any progress payment for work performed beyond fifteen (15) days from issuance of the Notice to Proceed.
- B. The required updating of the Contract Schedule shall be an integral part and basic element of the estimate upon which progress payments will be made. Submittal, review and approval by District of these items shall be a condition precedent to the making of progress payments. If, in the judgment of District, Contractor fails or refuses to provide a complete updated Contract Schedule, as specified, the Contractor will be deemed to have not provided the required estimate upon which progress payments may be made, and shall not be entitled to such progress payments unless or until it has furnished the aforesaid schedules.
- C. In the event the contractor submits a viable, contractually compliant construction schedule which indicates project completion at a date earlier than the contractually provided contract duration, the acceptance of such a schedule will not change the contract time. In such an event, a schedule activity entitled “project float”, of a duration equal to the difference between the proposed construction duration and the contract duration, will be added to the schedule. All project float is a project resource for the contractor and the District, and is not for the exclusive use of either party.

1.4 CONTRACT DELIVERABLES

- A. Draft Initial Contract Schedule
 - 1. Prepare the “draft” Initial Contract Schedule as a time-scaled CPM network showing continuous flow from left to right. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each work activity in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time. The “draft” Initial Contract Schedule shall also be submitted to the District in electronic format.
 - 2. The “draft” Initial Contract Schedule shall include but not be limited to:
 - a. A legend of scheduled activities.

- b. Scheduled work activities that clearly indicate the scope of work to be completed.
- c. Major milestones, which are critical to the completion of the work, including but not limited to the following: NTP date; mobilization; coordination review and detailing activities; contractor quality control review activities; substantial completion and contract completion.
- d. Major work activity categories to be included in the Initial Contract Schedule.
- e. Submittals Section, containing submission, review, procurement and delivery of all project materials.
- f. OFCI/OFOI items.
- g. Substantial Completion.
- h. Punch list formulation (District's, etc.) and correction.
- i. Contractor closeout documentation and training.
- j. Contractor punch list corrective work.
- k. Demobilization and project completion.
- l. Inclement weather days.
- m. A plot of the "draft" Initial Contract Schedule with a clearly highlighted critical path.
- n. Calendar designations identifying all holidays and non-working days.
- o. This "draft" Initial Contract Schedule shall be formatted to accept manpower, resource and cost loading (i.e., resource dictionaries and cost codes, etc.) when fully developed. The cost loading shall be derived from the initial Schedule of Values submitted by the Contractor. Once an accepted Baseline Schedule has been achieved, the costs reflected therein will be the official Schedule of Values for the project and utilized for payment application.
- p. The "draft" Initial Contract Schedule shall contain an activity code structure sufficient to allow future sorting/grouping by responsibility or subcontractor, area/location, CSI division, SOV identification, Milestones and a code entitled "Update" that will identify the schedule submission when specific activities were added to the network (new activities, Change Orders, RFI's, etc.).

B. Final Contract Schedule:

1. The work activities comprising the Final Contract Schedule shall be of sufficient detail to ensure adequate planning and execution of the Work and such that the schedules provide an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as a singular task that requires time and resources (manpower, equipment, and/or material) to complete in a continuous operation (excepting submittal activities, review/approval activities, and fabrication and procurement activities). No activity shall be less than one (1) nor more than fifteen (15) days in duration for any on-site operation. All holidays and non-working days shall be identified by way of calendar designations.
2. Failure by Contractor to include any element of the work required for the performance of this Contract and completion of the Project shall not excuse Contractor from completing all work required within the time for completion, notwithstanding District's acceptance of the Final Contract Schedule.
3. No more than 20% of the total number of activities shown on the schedule shall be critical or near critical. Near critical is defined as float less than ten (10) days.
4. The schedule shall indicate the sequence and interdependency of all work activities. All activities shall be linked by finish-to-start (FS) relationships only. No other relationships shall be permitted without the prior written permission of the District. Constraints on activities shall be kept to a minimum and subject to the written permission of the District.
5. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion date of the Work. All other Work activities are defined as non-critical Work activities and are considered to have float.
6. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones specified in this Section or the scheduled completion date of the Work, or both. Float time is not for the exclusive use or benefit of either District or Contractor. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rest with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date. Document the effect on the updated Contract Schedule whenever float has been used.

7. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.
8. Contractor shall not sequester float through strategies including extending activity duration estimates to consume available float, using preferential logic, using extensive or insufficient crew/resource loading, use of float suppression techniques like Zero Total Float constraints, special lead/lag logic restraints or imposed dates. Use of float time disclosed or implied by the use of alternate float suppression techniques shall be shared to the benefit of both District and Contractor.
9. Include a critical path activity titled "Remaining Inclement Weather Days" on the Initial Contract Schedule. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes Work:
 January, [8]; February, [5]; March, [6]; April, [3]; May, [1]; June, [0]; July, [0]; August, [0];
 September, [0]; October, [2]; November, [5]; and December, [6].
 1. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed. Adverse weather delays may be allowed only if the number of days of adverse weather exceeds these parameters on a monthly basis and Contractor proves that adverse weather actually caused delays. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.
 2. In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more at the **Redwood City**, California station, as measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay.
10. Once approved by District, Contractor's Final Contract Schedule shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised. No unilateral changes shall be made to the Baseline Schedule without the prior approval and consent of the District, excepting only the reporting of Actual Start, Actual Finish, and Activity Progress.

C. Baseline Schedule Updating and Progress Payments:

1. Contractor shall meet with District periodically to review actual progress made to date, activities started and completed to date, and the percentage of work completed to date on each activity started but not completed. Upon completion of the joint review, Contractor shall prepare the updated Baseline Schedule and submit it to District.
2. The updated Baseline Schedule shall incorporate all changes mutually agreed upon by Contractor and District during preceding periodic reviews and all changes resulting from approved Change Orders and Field Orders. Unauthorized, unilateral contractor changes to logic or activities shall not be allowed.
3. Prior to submission of the payment application, the Contractor shall submit to the District a report generated from the approved schedule that reflects the percent of completion by activity. The Contractor and the District shall walk the project to verify the percentage of completion of each activity. Once the percent of completion of each activity is agreed upon the Contractor shall incorporate this data into the schedule update and these percentages shall be the basis for development of that month's payment application.
4. Acceptance of the Updated Baseline Schedule will be a condition precedent to the making of any progress payments for work performed.

1.5 RESPONSIBILITY FOR COMPLETION

- A. Contractor agrees that at the sole judgment of District, whenever it becomes apparent from the current updated Contract Baseline Schedule that the contract completion date will not be met, it will take some or all of the following actions, as approved by District, at no additional cost to District:
 1. Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of District, the backlog of work. Also, increase material, equipment and other items as required.
 2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of District, the backlog of work. This paragraph shall not be construed to permit contractor to violate the work hour restrictions specified in the Contract Document.
 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

1.6 ADJUSTMENT OF TIMES FOR COMPLETION

- A. The time for completion of the Work will be adjusted in accordance with these procedures.
- B. Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within three (3) days after the initial request for time by Contractor. Time extensions will not be granted unless substantiated by the CPM Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a TIA within the aforementioned time period, then the Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional contract time.
- C. Each Time Impact Analysis shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay.
- D. The Time Impact Analysis shall be determined on the basis of the date or dates when the change or changes were issued, or the date or dates when the alleged delay or delays began. The status of the construction project and Time Impact Analysis shall include event time computations for all affected activities including but not limited to work around sequencing, or recovery options to maintain the original Contract completion date.
- E. Time Impact Analyses provided in order to demonstrate the time impact upon the overall project and the time for completion shall be accomplished at no additional cost to District.
- F. If District finds, after review of the Time Impact Analysis, that Contractor is entitled to any extension of time for completion, the time for completion will be adjusted by Change Order issued by District, and Contractor shall then revise the Baseline Schedule accordingly.

1.7 FINAL AS-BUILT SCHEDULE

- A. As a condition precedent to final acceptance of the Project, submit a final As-Built Construction Schedule and all final reports which accurately reflect the manner in which the Project was constructed and includes actual start and completion dates for all work activities on the Baseline Schedule.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF EXHIBIT F

EXHIBIT G

EXISTING UNDERGROUND FACILITIES

PART 1 GENERAL

1.1 PUBLIC FACILITIES AFFECTED

- A. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- B. Contractor's attention is directed to the existence of underground sewer, water, gas, power, telephone, and cable lines and other utilities within the areas in which Work is to be performed. Contractor shall, at least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the following owners of these Underground Facilities:
 - 1. Water/sewer/drainage lines: District
 - 2. Cable: District
 - 3. Buried electrical Lines: District

1.2 PRIVATE FACILITIES AFFECTED

Not Applicable.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF EXHIBIT G

EXHIBIT H

CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Progress Cleaning
- B. Final Cleaning

1.2 PROGRESS CLEANING

- A. Contractor shall perform periodic cleaning to ensure that any streets and other District and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
- D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).
- E. Disposal of Materials:
 - 1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
 - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
 - 3. Contractor is cautioned that the County of San Mateo and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
 - 4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
 - 5. The contractor shall estimate, log and submit regular reports to the District, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Documentation requirements including the nature of materials, destination, volume and tonnage, shall be submitted as follows:
 - 1. Up-to-date copies of the Waste Reporting Log (Exhibit A of this Exhibit H) shall be submitted with each payment application.
 - 2. The Contractor shall submit a cumulative report summarizing the nature of materials, destination, volume and tonnage of materials disposed for the preceding calendar year to the District's Representative by January 31st of each year or at the end of the project as part of the contract closeout.
- F. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to District. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency (ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor, San Mateo County, District and any District consultant from future liability.
- G. If Contractor does not properly clean the Site, in the opinion of District, then District shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.
- H. Contractor will take care to mitigate dust during interior renovation activities through proper use of dust controls. Dust controls will include, but not be limited to: dust barricades, walk-off mats, negative air machines and daily custodial clean-up employed by the Contract and at not additional cost to the District

1.3 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

- C. Repair, patch, and touch up marred surfaces to match adjacent finishes.
- D. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
- F. Clean Site; mechanically sweep paved areas.
- G. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF EXHIBIT H

WASTE REPORTING LOG FOLLOWS ON NEXT PAGE

EXHIBIT H.1

WASTE REPORTING LOG

CSM BUILDING 16 MODERNIZATION PROJECT

Project Number **462-T**

To: The San Mateo County Community College District

Attention: Barry Chin, Project Manager

Construction Planning Department

1700 West Hillsdale Blvd., Building 6

San Mateo, CA 94402

Telephone: (650) 358-6786 **Fax:** (650) 358-6764

From: _____

DISPOSAL DATE	NATURE OF MATERIALS DISPOSED	DESTINATION	VOLUME	TONNAGE	% RECYCLED

➤ A current and up-to-date copy of this log is to be submitted with each Application for Payment.

- A summary report for each calendar year shall be submitted to the District's Representative by January 31st of each year or at the end of the project as part of the contract closeout. The data shall be summarized by 'Nature of Materials Disposed' and 'Destination' for the entire calendar year.

EXHIBIT I**TESTING AND INSPECTION****PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Contractor's Quality Control
- B. Quality of the Work
- C. Inspections by Independent Testing and Inspection Agency
- D. Additional Testing and Inspection

1.2 CONTRACTOR'S QUALITY CONTROL

- A. Contractor's Quality Control: Ensure that products, services, workmanship and Site conditions comply with requirements of Drawings and Specifications by coordinating, supervising, testing, and inspecting the Work and by utilizing only suitably qualified and appropriately audited, licensed or trained, personnel.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
- C. Quality Control Personnel: Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

1.3 QUALITY OF THE WORK

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.
- B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.
- C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by District.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Secure District's advanced written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- F. Verification of Quality: Work shall be subject to verification of quality by District in accordance with provisions of the Contract Documents.
 - 1. Cooperate by making Work available for inspection by Division of State Architect Inspector and independent testing and inspection agencies.
 - 2. Such verification may include mill, plant, shop, or field inspection as required.
 - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
 - 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by District.
 - 5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.
- G. Observations by District's Consultants: Periodic and occasional observations of Work in progress will be made by District and District's consultants as deemed necessary to review progress of Work and general conformance with design intent.

- H. Limitations on Inspection, Testing and Observation: Neither employment of independent testing and inspection agency nor observations or tests by District and District's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.
- I. District's Acceptance and Rejection of Work: District reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise defective.
- J. Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- K. Acceptance of Defective Work: Acceptance of defective Work, without specific written acknowledgement and approval of District, shall not relieve the Contractor of the obligation to correct such Work.
- L. Contract Adjustment for Defective Work: Should District determine that it is not feasible or in District's interest to require defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between District and Contractor.
- M. Non-Responsibility for Defective Work: District and District's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.
- N. Responsibility for Defective Work: Contractor shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and District and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to District's prior review of Submittals and/or prior failure to notice defective work in place on inspection.

1.4 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

- A. Regulatory Requirements for Testing and Inspection: Contractor shall comply with Part 1, Title 24, Section 4-335, California Code of Regulations and shall cooperate with Inspector in all testing required by the Office of Regulation Services, Division of State Architect. Contractor shall comply with Part 2, Title 24, California Code of Regulations and shall cooperate with Inspector in all inspections, testing and approvals required by the Office of Regulation Services, Division of State Architect. Contractor shall also comply with Uniform Building Code (UBC) requirements and all other requirements of governing authorities having jurisdiction.
- B. Inspections and Tests by Governing Authorities: Contractor shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.
 - 1. Such authorities may include, but are not limited to, Fire Department, and similar agencies.
 - 2. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Contractor's responsibility.
 - 1. District will pay directly for Inspector of Record and Independent Testing Agencies.

1.5 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

- A. District will select an independent testing and inspection agency or agencies approved by the Architect/Engineer to conduct tests and inspections in accordance with Part 1, Title 24, Section 4-335, California Code of Regulations and as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.
- B. Responsibility for time and costs shall be as indicated in schedule below. All time and costs for Contractor's service related to such tests and inspections shall be included in Contract Time and Contract Sum.
- C. Notify District and Inspector in writing (and, if provided, on inspection request form provided by District) and, if directed by District, testing and inspection agency, when Work is ready for specified tests and inspections. Deliver this written notification at least 72 hours before the requested inspection date.
- D. Pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
 - 1. Contractor's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
 - 2. Changes in sources, lots, or suppliers of products after original tests or inspections.
 - 3. Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.
 - 4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
 - 5. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.
- E. Tests and special inspections to be paid by District may, where required, include the following:

<u>SECTION</u>	<u>SPECIAL INSPECTION</u>
-----------------------	----------------------------------

02300	Installation of anchor bolts, dowels embedded in concrete and masonry
02300	Installation of adhesive (epoxy) connections

- F. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to District’s Representative, Architect/Engineer, Contractor and any agency having jurisdiction (if required by Code).
 - 1. Reports shall clearly identify the following:
 - 1. Date issued.
 - 2. Project name and number.
 - 3. Identification of product and Specifications Section in which Work is specified.
 - 4. Name of inspector.
 - 5. Date and time of sampling or inspection.
 - 6. Location in Project where sampling or inspection was conducted.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Comments concerning conformance with Contract Documents and other requirements.
 - 2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
 - 3. Samples taken but not tested shall be reported.
 - 4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
 - 5. When requested, testing and inspection agency shall provide interpretations of test results.
- G. Contractor Responsibilities in Inspections and Tests:
 - 1. Unless specified otherwise, notify Inspector, District’s Representative, or any other consultant District designates, Architect/Engineer and independent testing and inspection agencies 72 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Contractor’s inspection request in writing (or, if District provides a specific form, on that form).
 - 1. When tests or inspections cannot be performed after such notice, reimburse District for testing and inspection agency personnel and travel expenses incurred due to Contractor’s negligence.
 - 2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
 - 3. Cooperate with Inspector, District’s Representative, or any other consultant District designates, and District’s consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
 - 4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Site or at source of products to be tested, and to store and cure test samples.
 - 5. Provide, at least fifteen (15) Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

1.6 ADDITIONAL TESTING AND INSPECTION

- A. If initial tests or inspections made by the Inspector or District’s Representative, or any other consultant District designates reveal that materials do not comply with Title 24, California Code of Regulations or with the Contract Documents, or if District has reasonable doubt that materials do not comply with Title 24, California Code of Regulations or with Contract Documents, additional tests and inspections shall be made as directed.
 - 1. If additional tests and inspections establish that materials comply with Contract Documents, District shall pay all costs for such tests and inspections.
 - 2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.
 - 3. If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF EXHIBIT I

EXHIBIT J
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Description of contract closeout procedures including:
 - 1. Removal of Temporary Construction Facilities
 - 2. Substantial Completion
 - 3. Final Completion
 - 4. Final Cleaning
 - 5. Material, Equipment and Finish Data
 - 6. Project Guarantee
 - 7. Warranties
 - 8. Turn-In
 - 9. Facility Inspection Coordination
 - 10. Contract Completion Form for OCIP

1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to specified condition.

1.3 SUBSTANTIAL COMPLETION

- A. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to District's Representative and Architect/Engineer, with list of items remaining to be completed or corrected.
- B. Within reasonable time, District's Representative and Architect/Engineer will inspect to determine status of completion.
- C. Should District's Representative and Architect/Engineer determine that Work is not Substantially Complete, District will promptly notify Contractor in writing, listing all defects and omissions.
- D. Remedy deficiencies and send a second written notice of Substantial Completion. District will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay District's cost of the re-inspection. The costs will be calculated by 2.5 times Direct Payroll Expenses and 1.25 times Consultant costs.
- E. When District's Representative and Architect/Engineer determine that Work is Substantially Complete, District will issue Contractor's list of items that remain to be completed or corrected as verified by District, yet does not negate Substantial Completion.
- F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by District before a Certificate of Substantial Completion will be issued.
- G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse District for costs associated with these visits.

1.4 FINAL COMPLETION

- A. Final Completion occurs when Work meets requirements for District's Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that:
 - 1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
 - 2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed in the Punch List have been corrected. Equipment and systems have been tested in the presence of District, and are operative.

3. Work is complete and ready for final inspection.
- B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- C. When District's Representative and Architect/Engineer find Work is acceptable and final closeout submittals are complete, District's Representative will, if so required, issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should District determine that Work is incomplete or defective:
 1. District promptly will so notify Contractor, in writing, listing the incomplete or defective items.
 2. Contractor will promptly remedy the deficiencies and notify the District when it is ready for re-inspection.
 3. When District determines that the Work is acceptable under the Contract Documents, District will request Contractor to make closeout submittals.
- D. Notice of completion executed by District and filed with County.
- E. Final adjustments of accounts:
 1. Submit a final statement of accounting to District, showing all adjustments to the Contract.

1.5 FINAL CLEANING

Contractor shall comply with all applicable requirements in Exhibit H (Cleaning).

1.6 MATERIAL, EQUIPMENT AND FINISH DATA

Submit three (2) hard copy sets and one (1) digital copy, on a compact disc (CD), of data for primary materials, equipment, and finishes prior to final inspection, bound in 8-½ inches by 11 inches three-ring binders with durable plastic covers, to District for District's records. All documents submitted shall be neat and legible. Documents shall be original; facsimile or other second generation copies shall not be acceptable.

Turn over supply, spare parts in accordance with the technical specs. Note to Contractors: spare parts are in addition to any commissioning of the equipment.

1.7 PROJECT GUARANTEE

- A. Requirements for Contractor's guarantee of completed Work are included in Exhibit B (Guaranty). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for payment nor provision of neither the Contract nor partial or entire use or occupancy of premises by District shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- C. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to District, District shall have right to operate and use materials or equipment until said materials and equipment can, without damage to District, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- D. Nothing in this Section shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to District for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by District of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

1.8 WARRANTIES

- A. Execute Contractor's submittals, assemble warranty documents described in Exhibit B (Guaranty), and installation, operations and maintenance manuals, executed or supplied by Subcontractors, suppliers, and manufacturers.
 1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.

2. Include contact names and phone numbers for District personnel to call during warranty period.
3. Assemble in Specification Section order.
- B. Submit material prior to final application for payment.
 1. For equipment put into use with District's permission during construction, submit within fourteen (14) Days after first operation.
 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within fourteen (14) Days after acceptance, listing date of acceptance as start of warranty period.
- C. Warranties are intended to protect District against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures that result from the following:
 1. Unusual or abnormal phenomena of the elements
 2. Vandalism after Substantial Completion
 3. Insurrection or acts of aggression including war
- E. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
- F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.
- G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- H. Warranty Forms: Submit drafts to District for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
 1. Warranty shall be countersigned by manufacturers.
 2. Where specified, warranty shall be countersigned by Subcontractors and installers.
- I. Rejection of Warranties: District reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
 1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
 2. Materials, equipment or systems are put into beneficial use of District prior to Final Completion as agreed to in writing by District.
 3. Review meeting: 11 months following date of Final Completion of entire work, an inspection shall be conducted by the District's Representative and the Contractor to review and act upon warranties.
- K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to District free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of District.

1.9 TURN-IN

- A. Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits, and keys issued to Contractor during prosecution of Work are turned in to District.

1.10 FACILITY INSPECTION COORDINATION

- A. Coordinate with District a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

1.11 CONTRACT COMPLETION FORM FOR OCIP

- A. Submit Contract Completion Form, per Exhibit A.1 (Insurance).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF EXHIBIT J

EXHIBIT K**PROJECT RECORD DOCUMENTS****PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes: Administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
 - 1. Marked-up copies of Drawings
 - 2. Marked-up copies of Shop Drawings
 - 3. Newly prepared Drawings
 - 4. Marked-up copies of Specifications, Addenda, Change Orders and CCDs
 - 5. Marked-up Product Data submittals
 - 6. Record Samples
 - 7. Field records for variable and concealed conditions
 - 8. Record information on Work that is recorded only schematically
 - 9. Maintenance forms for major equipment
- C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 48.
- D. General Project closeout requirements are included in Exhibit J (Contract Closeout).
- E. Maintenance of Documents and Samples:
 - 1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
 - 2. Do not permit Project Record Documents to be used for construction purposes.
 - 3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
 - 4. Make Documents and Samples available at all times for inspection by District.
- F. District will provide one full size blueline set of the Drawings and one Project Manual for Contractor's use for recording as-built conditions.

1.2 PROJECT RECORD DRAWINGS

- A. Mark-up Procedure: During the construction period, maintain a set of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
 - 1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - 1. Dimensional changes to the Drawings
 - 2. Revisions to details shown on the Drawings
 - 3. Depths of various elements of foundation in relation to main floor level or survey datum
 - 4. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
 - 5. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
 - 6. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
 - 7. Actual numbering of each electrical circuit
 - 8. Field changes of dimension and detail
 - 9. Revisions to routing of piping and conduits
 - 10. Revisions to electrical circuitry
 - 11. Actual equipment locations
 - 12. Duct size and routing
 - 13. Changes made by Change Order or CCD

14. Details not on original Contract Drawings
2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.
6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
 1. Accurately record information in an understandable and legible drawing technique.
 2. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with District. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.
 1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" in a prominent location on each Drawing.
 2. Refer instances of uncertainty to District for resolution.
 3. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets.
- C. Distribution of Marked-Up Drawings: Submit three full, bound sets and one digital set in AutoCAD format, of the marked-up Project Record Drawings set to District for District's records.
- D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.

1.3 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS

- A. Prior to Substantial Completion of the Work, District will make available to Contractor originals of the Drawings, as an AutoCAD document in drawing format (.DWG) files. Note all changes thereon for the final Project Record Documents and provide electronically on a CD to be submitted to District.
- B. After Substantial Completion and before Final Completion, carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.
- C. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.
- D. "Cloud" all affected areas.
- E. Stamp each Record Drawing with the following information:
 1. Project Record Document.
 2. Prepared by: Contractor's name, permanent address.
 3. Date prepared.
 4. Contractor's signature.
 5. District Contract Number.

1.4 PROJECT RECORD PRODUCT DATA

- A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
 1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.

4. Upon completion of mark-up, submit a complete set of Project Record Product Data to District for District's records.
 5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
 6. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.
- B. Material, Equipment, and Finish Data:
1. Provide data for primary materials, equipment and finishes as required under each Specification Section.
 2. Submit two (2) hard copy sets and one (1) digital copy, on CD prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume. Provide project identification information on binder covers and spines.
 3. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
 1. Trade names.
 2. Model or type numbers.
 3. Assembly diagrams.
 4. Operating instructions.
 5. Cleaning instructions.
 6. Maintenance instructions.
 7. Recommended spare parts.
 8. Product data.

1.5 MISCELLANEOUS PROJECT RECORD SUBMITTALS

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the District for District's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
1. Field records on excavations and foundations
 2. Field records on underground construction and similar work
 3. Survey showing locations and elevations of underground lines
 4. Invert elevations of drainage piping
 5. Surveys establishing building lines and levels
 6. Authorized measurements utilizing unit prices or allowances
 7. Records of plant treatment
 8. Ambient and substrate condition tests
 9. Certifications received in lieu of labels on bulk products
 10. Batch mixing and bulk delivery records
 11. Testing and qualification of tradespersons
 12. Documented qualification of installation firms
 13. Load and performance testing
 14. Inspections and certifications by governing authorities
 15. Leakage and water-penetration tests
 16. Fire resistance and flame spread test results
 17. Final inspection and correction procedures
 18. Final As-Built Construction Schedule

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 RECORDING

Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. District may periodically review Project Record Documents to assure compliance with this requirement.

3.2 SUBMITTAL

- A. At completion of Project, deliver Project Record Documents to District.
- B. Accompany submittal with transmittal letter containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. Number and title of each Project Record Document
 - 5. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

END OF EXHIBIT K