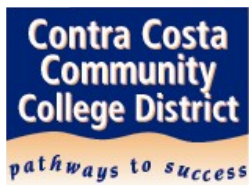


ADDENDUM #2



CONTRA COSTA COMMUNITY COLLEGE DISTRICT

RFQ –DESIGN-BUILD SERVICES FOR CONTRA COSTA CCD MECHANICAL AND CONTROLS DESIGN-BUILD PROJECT

District Office, Contra Costa College and Diablo Valley College

Date: 6/08/2018

NOTICE TO ALL DESIGN-BUILD ENTITIES:

You are hereby notified of the following clarifications below. This Addendum shall supersede the original Request for Qualification/Proposals (RFQ/P) Documents and wherein it contradicts the same, and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

This Addendum forms a part of the RFQ/P Documents and modifies the original RFQ/P Documents dated **May 22, 2018**.

Acknowledgement of receipt of this addendum is required in the proposal's cover letter. Please clearly identify the addendum date and number. Failure to acknowledge may subject proposer to disqualification.

RESPONSES TO REQUESTS FOR INFORMATION

Question 1:

We were invited to bid on the above-named project. We are currently seeking expected occupation of specific buildings scheduled within the project so that we can forecast construction scheduling around it. I was able to find the attached information but it is incomplete. Would you please review and let me know whether it is accurate/help fill in correct info? We are seeking expected occupancy through the end of 2019. Is there a chunk of time the district office is closed – for spring break, winter holidays, etc.?

RESPONSE:

The information in the table submitted with the RFI is either incomplete or obsolete. It should not be used to plan campus occupancy. The Academic Calendar for session dates for each term are available at the following link: http://www.4cd.edu/hr/academic_calendar/Forms/AllItems.aspx

The academic calendar provides the recesses which both District and Campus are closed; e.g. Winter Break, Spring Recess and the interval between Spring and Summer terms (May 25 – June 16, 2019).

The class schedules for each Campus are available here: http://www.4cd.edu/ed/class_schedules.aspx.

Specific class schedules are dynamic, however and may not fully reflect the occupancy of the buildings, since the institution, especially the Library and Performing Arts Centers are also scheduled by other public uses and events. Impact to buildings during non-recess schedules will be coordinated with the proposed schedule.

Question 2:

Part of this project includes proposing a replacement of the Existing EMS “Andover Continuum” to a new system. Only three Alternates were listed. Automated Logic Controls (ALC), Distech with Niagara JACE, and Delta Controls. Is the district open to alternate DDC manufacturers beyond just the three named?

There are other manufacturer's that are equivalent which can offer better value.

RESPONSE:

The district will only consider the alternates listed.

Question 3:

Are as-builts available for the following?

- a. District Office—structural and architectural—emphasis on roof level
- b. Contra Costa-Performing Arts Center—structural showing mechanical room building
- c. Diablo Valley College—Music—structural showing mechanical room and chiller enclosure concrete pads
- d. Diablo Valley College—Kinesiology— structural showing mechanical room and chiller enclosure concrete pads
- e. Diablo Valley College—Life and Health Sciences-- structural showing mechanical room and cooling tower enclosure concrete pads
- f. Diablo Valley College—Performing Arts Center—structural showing cooling tower pad, basement and roof framing
- g. Diablo Valley College—Library—structural and architectural showing roof top duct space framing (fan coils) and interior floor framing

RESPONSE:

The District has made every effort to provide available 'as-builts' as part of Exhibit G of the RFQ/P. Note that the description of this Exhibit is, "Available existing mechanical drawings...", but once the link is accessed, the directory also contains structural drawings as well. Note that the District cannot warrant the accuracy of these drawing, since modifications could have been made subsequently without documentation. The Vendor is required, therefore, to verify existing site conditions as part of their efforts.

Question 4:

The work for the district office will require a large amount of downtime for the HVAC system. The building will most likely not be available for occupancy during this period. When is the longest period of time the district office is not occupied (e.g. winter break, month during summer, etc....)?

RESPONSE:

See Question and Answer #1. The longest availability of the District Office may be the Holiday break, from December 22 – January 4, 2019. This does not guarantee non-occupancy of the building, however and all provisions for coordination of the work, including but not limited to Exhibit C, Special Conditions should be followed.

Question 5:

Plans call for aluminum walking platforms at the Library (note 12 on sheet DV57-M2.6). Specs called for galvanized steel. Please clarify which material is preferred or if it's Vendor's choice.

RESPONSE:

Either Aluminum or Galvanized steel is acceptable.

Question 6:

Much of the work will require shutdowns/draining of portions of the heating and cooling water systems. Will the district maintenance facilities be providing water treatment needs after re-filling the systems? Or should the vendor include money for water treatment at each site?

RESPONSE:

The DB contractor should provide the water treatment. See specification section 232500.

Question 7: We assume facility maintenance personnel will perform all system shutdowns as needed for this work. Vendor to coordinate time and duration with facilities. Please confirm.

RESPONSE:

All systems isolations will be conducted in coordination with Maintenance and Operations personnel. If resources are needed to ensure safe orderly shutdown and restart procedures, the selected team will support these efforts.

Question 8:

Please provide the contract listed in the RFP as Exhibit I

RESPONSE:

The Agreement has been provided as part of this Addendum.

Question 9:

Will 3rd party commissioning be required for all buildings or only selected sites?

RESPONSE:

Commissioning will be required. Please refer to specification section 230800 part 1.04

Question 10:

Please provide Haz Mat report for District Building.

RESPONSE:

No report is available at this time, but will be provided to the successful Design-Builder.

Question 11:

There are no Haz Mat reports specific to the work zones of this project. Is the vendor to carry hazardous material abatement scope for the project? Or will district enlist a vendor as needed. If yes, what should we assume for buildings where no haz mat reports are available for the specific work areas?

RESPONSE:

Haz Mat reports were provided as part of Exhibit C of the RFQ/P. Updated reports that are currently available are being made part of this amendment, included in Exhibit C noted weblink available for download. Specification Section 01412 has been provided as part of this Amendment to address the issues of hazardous materials; in conjunction with the Agreement.

Question 12:

When modifying existing air or hydronic systems, there is a risk the desired design flows cannot be achieved due to existing deficiencies of the current system. Once the system is modified, it can be difficult to prove the deficiency was existing or caused by the modification. Should the vendor include pre-balance scope for any work requiring final balance?

RESPONSE:

This is a design build project. The contractor is responsible for the design and construction of the HVAC systems in the project.

Question 13:

Controls alternates for Library and PAC: Does this apply to existing work that we do not touch, for example the Chilled water and Boiler plant in Library and PAC, the Datacenter and the library expansion area?

RESPONSE:

Per note 4, on Sheet G0.02, "IN LIEU OF THE ANDOVER CONTINUUM DDC CONTROL SYSTEM TO MATCH THE EXISTING CAMPUS EMS SYSTEM, PROVIDE NEW BACKNET-BASED EMS SYSTEM *FOR THE ENTIRE BUILDING.*" This alternate is intended to provide new controls for all systems; including those that are not modified as part of these Projects.

Question 14:

If there is no smoke detector fan shut down in the fan coil units serving the stack area in the Library:

RESPONSE:

The system will be required to meet all applicable codes and regulations as identified, but not limited to those listed on sheet G0.02, "Applicable Codes".

Question 15:

PAC Building Note 8. reads, "REPLACE THE EXISTING ROOFTOP AIR HANDLING UNITS AH-7&8, INCLUDING ALL SUPPLY, RETURN AND EXHAUST DUCT AND CHILLED AND HOT WATER PIPING EXPOSED ON ROOF. EACH AH UNIT ..."

RESPONSE:

Replace note PARTIALLY with, "REPLACE THE EXISTING ROOFTOP AIR HANDLING UNITS AH-7&8, INCLUDING ALL SUPPLY, RETURN AND EXHAUST AND CHILLED AND HEATING HOT WATER PIPES TO THE UNIT (APPROXIMATELY 15 FT). PROVIDE NEW PIPING TO COIL ASSEMBLY, INCLUDING ISOLATION VALVES TO PIPING TO THE COOLING AND HEATING COILS. EACH AHUNIT..."

RFQ/P REVISIONS & CLARIFICATIONS:

RFQ/P Exhibit I is being revised to reflect an updated agreement:

"Agreement for Design, Installation and Commissioning for Mechanical and Controls Design-Build Project"

RFQ/P Exhibit G is being revised to reflect updated title:

Title of Exhibit G, in part changed to, "Available existing drawings..."

RFQ/P Exhibit C is being revised to reflect updated reports and links:

"Haz Mat Reports" has been updated to contain the hazardous materials survey, testing and reports which are currently available have been made available in this Amendment at this location:

<https://drive.google.com/drive/folders/1JdNH7jheCIUswION1N2yRr4rhaFM82iK>

Hazardous Material Abatement Work Plan Submittal Requirements have been included in this Amendment

<https://drive.google.com/drive/folders/1JdNH7jheCIUswION1N2yRr4rhaFM82iK>

Section 1.D of the RFQ/P is being revised to reflect updated RFQ/P dates:

Schedule:

- 5/22/18 Issuance of Request for Qualifications
 - 5/30/18 Mandatory Pre-Proposal Conference, 10AM District Office in Martinez
 - 6/06/18 Second Mandatory Pre-Proposal Conference, 10AM District Office in Martinez (Per Add. #1)
 - 6/22/18 Deadline for submission of questions/requests for clarification
 - 6/26/18 Last day for questions/clarifications addendum issuance
 - 6/28/18 RFQ/P Submittal due at District Office in Martinez, by 2:00 PM
 - 7/6/18 Issue Short List of Selected Firms
- Week of 7/13/18 Interviews, if needed."

Section 2.C of the RFQ/P is being revised to reflect correct date for Phase IV:

Phase IV:

Work completed: 08/15/2019

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For Clarifications:

Jovan Esprit at Email Address: jesprit@4cd.edu or Phone:(925)229-6959

END OF ADDENDUM #2

REQUEST FOR QUALIFICATIONS/PROPOSAL EXHIBIT I

AGREEMENT FOR MECHANICAL AND CONTROLS DESIGN-BUILD PROJECT

This AGREEMENT FOR DESIGN, INSTALLATION AND COMMISSIONING FOR MECHANICAL AND CONTROLS DESIGN-BUILD ("Agreement") is made as of [REDACTED], 2018, by and between the CONTRA COSTA COMMUNITY COLLEGE DISTRICT, a California public community college district ("District"), and [REDACTED], a [California corporation] ("Design-Builder").

RECITALS

WHEREAS, Proposition 39, the California Clean Energy Jobs Act, passed by the voters in 2012, provides funding for project implementation in the California Community Colleges, California Community Colleges Chancellor's Office has approved District's Proposition 39 Energy funding and application Form B for three energy efficiency projects (Exhibit A); (1) Diablo Valley College Campuswide EMS Upgrades, Project #D-1044, (2) Contra Costa County College PAC – Boiler Replacement, Project #C-1129 and (3) Contra Costa County College PAC – Chiller Replacement, Project #C1130,

WHEREAS, Measure E Bond funds are to be used for two additional energy efficiency projects: (4) Diablo Valley College Mechanical Equipment Retrofit, Project #D-4017 and (5) District Building AHU Replacement, Project #P-4022 and State scheduled maintenance funds for one energy efficiency project (6) Contra Costa College AT Packaged Unit Replacement (collectively referred to as Project Sites);

WHEREAS, District desires to reduce its facilities' energy costs at the Project Sites and improve the Project Sites' facilities' energy quality, reliability, and efficiency by contracting to implement energy efficiency measures identified in the District's Proposition 39 projects list Form B and/or, subject to Chancellor's Office approval, modified energy efficiency measures that enhance the District's energy and cost savings; and

WHEREAS, Design-Builder is a full-service design-build energy services firm with the technical capabilities to provide services to the District, including, but not limited to, EEP and energy efficiency consultation services, energy and energy system engineering, design, procurement, construction management, installation, construction, commissioning, training, monitoring, measurement and verification, and audit compliance services; and

WHEREAS, pursuant to Section 26235, subdivision (c), of the California Public Resources Code, the District shall not use a sole source process to award Proposition 39 funds; and

WHEREAS, Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the public agency in the absence of those purchases;

WHEREAS, the District is a public agency under the provision of Government Code section 4217.10 *et seq.* pertaining to energy service contracts; and

WHEREAS, the District has engaged in a process to select a qualified full-service design-build energy services firm based on several criteria, including, without limitation, firm

qualifications and financial viability, experience working on energy efficiency projects and with school districts, and proposed scope of work and price; and

WHEREAS, the Parties intend to enter into this agreement as provided under those statutory guidelines; and

WHEREAS, [REDACTED], a [California corporation], was selected by the District by means of responses to the Request for Qualifications/Proposals ("RFQ/P") for Mechanical and Controls Design-Build Project) (RFQ/P # [REDACTED]) dated May 22, 2018.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, Design-Builder and the District each agree to the following:

AGREEMENT

- 1. Services.** Design-Builder shall furnish to the District the labor, equipment, material, and services as described in **Exhibit "A"** ("California Chancellor's Office Prop 39 Funding List"), **Exhibit "B"** ("Scope of Work") and Exhibit "C" ("Special Conditions") attached hereto and incorporated herein by this reference (collectively "Services" or "Work" or "Project") located at the Project Sites identified in Section 9, below ("Site" or "Sites").
- 2. Term.** It is hereby understood and agreed that **Phase I** of the work under this Agreement (Project #D1044 Diablo Valley College Campuswide EMS Upgrades) of the work under this Agreement shall be completed by **January 30, 2019**; **Phase II** of the work under this Agreement (Project #C1129 Costa College PAC – Boiler Replacement, Project #C1130 Contra Costa College PAC – Chiller Replacement, and Project #C1131 Contra Costa College AT Packaged Unit Replacement) shall be completed by **March 15, , 2019**; **Phase III** of the work under this Agreement (Project #D4107 Diablo Valley College Mechanical Equipment Retrofit) **and Phase IV** of the work under this Agreement (Project #P4022 District Building AHU Replacement) shall be completed by **August 15, 2019**. Should the Design-Builder fail to complete this Agreement, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Design-Builder shall become liable to the District for all loss and damage that the District may suffer on account thereof.
- 3. Liquidated Damages.** Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Design Builder's delay; therefore, Design-Builder agrees that it shall pay to the District the sum of thousand DOLLARS \$1,000.00) per day as liquidated damages for each and every day's delay beyond the Contract Time that final completion is not achieved. Such Liquidated Damages shall be the sole measure of damages due to solely to delay.

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Design-Builder under this Agreement, the District may seek recovery of Liquidated Damages from the Design-Builder's Performance Bond Surety and/or the District may seek recovery of Liquidated Damages from the Design-Builder or the Performance Bond Surety without having exhausted remedies against the other.

- 4. Grants/Rebates/Incentives.** Design-Builder shall use commercially reasonable efforts to support the District in obtaining or maintaining grants/rebates/incentives for the Project. Design-Builder shall use commercially reasonable efforts to support the District

in obtaining an extension, if allowed and if necessary. If the District does not obtain extensions for the grants/rebates/incentives on terms satisfactory to the District on its sole discretion, the District may terminate the Contract Documents upon written notice to Design-Builder without liability to either Party.

5. Contract Documents. The following documents comprise the "Contract Documents" for the Work under this Agreement:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Signed Agreement | <input checked="" type="checkbox"/> Insurance Certificates and Endorsements |
| <input checked="" type="checkbox"/> Request for Qualifications/Proposals and all addenda | <input checked="" type="checkbox"/> Performance Bond |
| <input checked="" type="checkbox"/> Notice of Award | <input checked="" type="checkbox"/> Payment Bond |
| <input checked="" type="checkbox"/> Notices to Proceed | <input checked="" type="checkbox"/> Specifications |
| <input checked="" type="checkbox"/> Prevailing Wage Certification | <input checked="" type="checkbox"/> Plans |
| <input checked="" type="checkbox"/> Workers' Compensation Certification | <input checked="" type="checkbox"/> Project Schedule |
| <input checked="" type="checkbox"/> Drug-Free Workplace Certification | <input checked="" type="checkbox"/> Exhibit "A" ("California Chancellor's Office Prop 39 Funding List") |
| <input checked="" type="checkbox"/> Tobacco-Free Environment Certification | <input checked="" type="checkbox"/> Exhibit "B" ("Scope of Work") |
| <input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification | <input checked="" type="checkbox"/> Exhibit "C" ("Special Conditions") |
| <input checked="" type="checkbox"/> Lead-Product(s) Certification | <input checked="" type="checkbox"/> Exhibit "D" ("Registered Subcontractors List") |
| <input checked="" type="checkbox"/> Iran Contracting Act Certification | _____ [Other] |
| | _____ [Other] |

The complete Agreement consists of all Contract Documents as defined above and incorporated herein by this reference. Any and all obligations of the District and Design-Builder are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any). In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

6. Submittal of Contract Documents. Those documents identified in the Notice of Award shall be presented to the District for approval within seven (7) business days after execution of the Agreement. Design-Builder shall not commence the Work under this Agreement until the Design-Builder has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required and the District issues the Notice to Proceed with Services.

7. Project Inspector. The project inspector on the Project is _____TBD_____ ("Project Inspector"). Design-Builder hereby

acknowledges that the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or stop Work if the Design-Builder's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Design-Builder shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Design-Builder shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

- 8. Inspection and acceptance of the Work shall be performed by _____, upon the recommendation of the Construction Manager and Inspector of Record.
- 9. **Compensation.** As compensation for the Work, the District shall pay to the Design-Builder an amount not to exceed [SPELL OUT AMOUNT] Dollars (\$) _____ ("Total Contract Price") allocated by Project Site as follows:

Project Site	Site-Specific Compensation Not To Exceed
[school name and address]	[SPELL OUT AMOUNT] Dollars (\$) _____
[school name and address]	[SPELL OUT AMOUNT] Dollars (\$) _____
[school name and address]	[SPELL OUT AMOUNT] Dollars (\$) _____
[school name and address]	[SPELL OUT AMOUNT] Dollars (\$) _____
[school name and address]	[SPELL OUT AMOUNT] Dollars (\$) _____
[school name and address]	[SPELL OUT AMOUNT] Dollars (\$) _____
[school name and address]	[SPELL OUT AMOUNT] Dollars (\$) _____

9.1. The Total Contract Price and Site-Specific Compensation shall not be increased without the express approval of the District's governing board.

- 10. **Expenses.** District shall not be liable to Design-Builder for any costs or expenses paid or incurred by Design-Builder in performing Services for District.
- 11. **Payment.** On a monthly basis, Design-Builder shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Agreement as of the date of submission pursuant to a separate schedule of values to be agreed upon by the Parties for each Project Site ("Application for Payment"); each Payment Application shall include a separate schedule of values for each Project Site and site-specific backup documentation necessary to substantiate the total amount claimed in the Payment Application. Within thirty (30) days after District's approval of the Application for Payment, Design-Builder shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by the District's designated representative and Inspector and certified by Design-Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of:
 - (a) any sums expended by the District in performing any of Design-Builder's obligations under the Agreement which Design-Builder has failed to perform or has performed

inadequately; (b) defective Work not remedied; (c) stop payment notices as allowed by state law; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or by the scheduled completion date; (e) unsatisfactory prosecution of the Work by Design-Builder; (f) unauthorized deviations from the Agreement; (g) failure of the Design-Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement or by the District during the prosecution of the Work; (h) erroneous or false estimates by the Design-Builder of the value of the Work performed; (i) cost of purchasing additional insurance due to Design-Builder's failure to maintain the required insurance coverage set forth herein; (j) any sums representing expenses, losses, or damages, as reasonably determined by the District, incurred by the District for which Design-Builder is liable under the Agreement; and (k) any other sums which the District is entitled to recover from Design-Builder under the terms of the Agreement or pursuant to state law, including section 1727 of the Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain 5% from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

12. Independent Contractor. Design-Builder, in the performance of this Agreement, shall be and act as an independent contractor. Design-Builder understands and agrees that he and all of his employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Design-Builder shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Design-Builder's employees. Design-Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

13. Licensing. Design-Builder certifies that the design professional is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform. Design-Builder and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, <http://www.cslb.ca.gov> throughout the duration of the Work. Design-Builder hereby acknowledges that it or its subcontractors performing the work hold valid B Classification Contractor's license.

14. Registration as Public Works Contractor: Design-Builder and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.

14.1. SUBMISSION OF UPDATED REGISTERED SUBCONTRACTORS LIST. Design-Builder further acknowledges and agrees that it shall timely submit updated Registered Subcontractors List, attached hereto as Exhibit "E," and as detailed further therein.

15. Standard of Care. Design-Builder's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of the industry and all applicable law, including the applicable provisions of California Code of Regulations, Title 24, Proposition 39, the requirements of the DSA and CEC, and any applicable District Design Guides and Technical Specifications. Design-Builder represents and warrants that it is fully experienced in

projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

- 16.** Project Stabilization Agreement: "Project Stabilization Agreement" (hereinafter "PSA") means the pre-hire collective bargaining agreement between the Contra Costa Community College District and the Contra Costa Building and Construction Trades Council attached to these Contract Documents which establishes the terms and conditions of employment for the Project.
- 16.1.** Contracts: The Contractor/Employer shall maintain in a current status, throughout the life of this Contract, the PSA included in these Contract Documents. By accepting the award of this Construction Contract for the Project, whether as Contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the PSA, and evidence its acceptance prior to the commencement of work by executing the PSA Agreement to be Bound in the form attached to the PSA found in these Contract Documents.
- 16.2.** Subcontracts: At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the construction subcontract, the Contractor/Employer shall provide a copy of the PSA to said subcontractor and shall require the subcontractor, as a part of accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of the PSA, and agree that it will evidence its acceptance prior to the commencement of work by executing the PSA Agreement to be Bound in the form attached to the PSA found in these Contract Documents.
- 16.3.** Reporting.
- 16.3.1.** PSA Preconstruction Conference. The Contractor/Employer shall, prior to the commencement of work under this Contract, hold a Preconstruction Conference in accordance with PSA Article 5 PRECONSTRUCTION CONFERENCE which shall be attended by a representative from each Contractor/Employer, the Unions, and the District. The Contractor/Employer shall contact the Contra Costa Building and Construction Trades Council at least two (2) weeks prior to scheduling the Preconstruction Conference so that the Unions can be notified of the date, time, and place of the Conference.
- 16.3.2.** The Contractor/Employer shall lead the Preconstruction Conference and take minutes of the meeting.
- 16.3.3.** The Contractor/Employer shall submit written meeting minutes of the Conference in a form preapproved by the District within five (5) working days. The minutes shall include the names and organizations of each person attending the Conference. The minutes shall also include copies of the Agreements to be Bound required by this Contract and the PSA.
- 16.4.** Monthly Reporting. During each month in which construction work is performed by the Contractor/Employer or by any subcontractor, from Notice to Proceed through Notice of Completion, report the information required below to the District as a monthly administrative Submittal. These reports shall be submitted with each regularly scheduled payment application, or the application will be returned to the Contractor/Employer for resubmittal with the required reports.
- 16.4.1.** New Agreements to be Bound resulting from new subcontracts, if any, entered into by each Contractor/Employer.
- 16.4.2.** Each instance during the reporting period of which a Union is unable to fill a requisition for employees thereby causing the Contractor/Employer to

apply Article 8 REFERRAL Clause 8.3, to obtain qualified work persons for the Contract work.

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

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

17. Originality of Services. Design-Builder agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Design-Builder and shall not be copied in whole or in part from any other source, except that submitted to Design-Builder by District as a basis for such services.

18. Ownership of Data. This Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Design-Builder prepared or cause to be prepared pursuant to this Agreement. Design-Builder retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Design-Builder prepares or cause to be prepared pursuant to this Agreement.

In the event the District changes or uses any fully or partially completed documents without Design-Builder's knowledge or participation or both, the District agrees to release Design-Builder of responsibility for such changes or use, and shall hold Design-Builder harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use. In the event that the District uses any fully or partially completed documents without the Design-Builder's full involvement, the District shall remove all title blocks and other information that might identify Design-Builder.

19. Notice to Proceed with Construction. After the design of the energy efficiency measures is approved by the District and by DSA, the District shall provide a Notice to Proceed to Design-Builder at which time Design-Builder shall proceed with the applicable Work.

20. Site Examination. Design-Builder has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Design-Builder warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Design-Builder's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

21. Materials. Design-Builder shall furnish, at his own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. Design-Builder shall use all new components (photovoltaic panels and inverters) that have not been previously placed in service in any other location or for any other application. Rebuilt, refurbished, or relocated equipment is not acceptable under this Agreement.

21.1. Anti-Trust Claim. Design-Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under section 4 of 15 U.S.C. Title 15 or under the Cartwright Act (commencing with section 16700 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Agreement or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Design-Builder, without further acknowledgment by the parties.

21.2. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

21.3. Codes, Standards, and Methodologies. All products and components outlined in this Agreement must conform to all applicable codes, standards, and rating methodologies, including, without limitation, all applicable building and electrical codes.

22. Equipment and Labor. Design-Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

23. Warranty/Quality. Unless a longer warranty is called for below, or elsewhere in this Agreement, the Design-Builder, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a period of one (1) year from filing the Notice of Completion with the county in which the Project is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

23.1. Design-Builder shall provide a copy of the installation and product warranties prior to installation. Upon completion of the Project, Design-Builder shall transfer and convey to the District, all warranty documentation and shall assist the District in completing any warranty or submittal forms which are required in order to effectuate coverage of the warranties required herein and all my otherwise be available to the District.

24. Correction of Errors. Design-Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Design-Builder's failure to comply with the standard of care required herein. Notwithstanding the expiration of the warranty period, Design-builder may still have liability to District as allowed under California law for breach of the standard of care, or any latent or patent defect pursuant to California Code of Civil Procedure, §§337.1 and 337.15.

25. If this Agreement is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Design-Builder must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

26. Excavations Over Four Feet. If this Agreement includes excavations over four (4) feet, Design-Builder shall promptly, and before the following conditions are disturbed, notify

the District, in writing, of any: (a) material that the Design-Builder believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) subsurface or latent physical conditions at the site differing from those indicated; or (c) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Design-Builder's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Agreement. In the event that a dispute arises between the District and the Design-Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Design-Builder's cost of, or time required for, performance of any part of the work, the Design-Builder shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all Work to be performed under the Agreement. Design-Builder shall retain any and all rights provided either by the Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

27. Lead-Based Paint. Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Design-Builder must execute the Lead-Based Paint Certification, if applicable.

28. Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District and Design-Builder. Design-Builder specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project and the cost thereof shall be added to or deducted from the amount of the Total Contract Price by fair and reasonable valuations. Design-Builder also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Design-Builder or a subcontractor. In addition to any other information requested, Design-Builder shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Design-Builder fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

For all approved changes in the scope of work that result in a net increase in costs to Design-Builder, the following format shall be used, supported by attached documentation.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

	WORK PERFORMED BY OTHER THAN DESIGN-BUILDER:	ADD:
(a)	Material (attach itemized quantity & unit cost plus sales tax)	\$
(b)	Add Labor (attach itemized hours & rates, fully encumbered)	\$
(c)	Add Equipment (attach suppliers' invoice)	\$
(d)	Subtotal	\$
(e)	Add overhead and profit for any and all tiers of subcontractor, the total not to exceed 10% of item (d)	\$
(f)	Subtotal	\$
(g)	Add overhead and profit for Design-Builder, not to exceed 5% of Item (f)	\$
(h)	Subtotal	\$
(i)	Add Bond and Insurance, not to exceed 2% of Item (h)	\$
(j)	<u>TOTAL</u>	\$
(k)	Time	___ Days

	WORK PERFORMED BY DESIGN-BUILDER:	ADD:
(a)	Material (attach itemized quantity & unit cost plus sales tax)	
(b)	Add Labor (attach itemized hours & rates, fully encumbered)	
(c)	Add Equipment (attach suppliers' invoice)	
(d)	Subtotal	
(e)	Add overhead and profit for Design-Builder, not to exceed 15% of item (d).	
(f)	Subtotal	
(g)	Add Bond and Insurance, not to exceed 2% of Item (f)	
(h)	<u>TOTAL</u>	
(i)	Time	___ Days

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the scope of Work, the reasonable value of the deducted Work less the value of Work performed shall be considered the appropriate deduction. The amount submitted on the Application for Payment shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Design-Builder offers a proposed amount for a deductive Change Order(s), Design-Builder shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the Work of the Change Order(s). If subcontractor work is involved, subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

29. Workers. Design-Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him. The District may evaluate the Design-Builder in any manner which is permissible under the law. Any person in the employ of the Design-Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Project and shall not again be employed at Project without written consent from the District.

30. Design-Builder Supervision. Design-Builder shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

- 31. Safety and Security.** Design-Builder is responsible for maintaining safety in the performance of this Agreement. Design-Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when pupils are present.
- 32. Clean Up.** Debris shall be removed from the Site(s). The Site(s) shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
- 33. Access to Work.** District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Design-Builder shall provide safe and proper facilities for such access.
- 34. Protection of Work and Property.** Design-Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Design-Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
- 35. Occupancy.** District reserves the right to occupy the Site at any time before formal completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the Work.
- 36. Continuous Electrical Service While Classes Are in Session.** Design-Builder shall ensure that campus facilities are not without power at any time while classes are in session. All work must be closely coordinated with operations staff at the District to ensure continuity of service while the campus facilities are in use.
- 37. Force Majeure.** Design-Builder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Design-Builder.

38. Termination.

38.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Design-Builder only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Design-Builder. Notice shall be deemed given when received by the Design-Builder or no later than three (3) days after the day of mailing, whichever is sooner. In the event that District terminates this Agreement pursuant to this section, District shall compensate Design-Builder for work completed to date as a pro-rata amount of the full fees, costs, and expenses.

38.2. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

38.2.1. material violation of this Agreement by the Design-Builder; or

- 38.2.2. any act by Design-Builder exposing the District to liability to others for personal injury or property damage; or
- 38.2.3. Design-Builder is adjudged a bankrupt, Design-Builder makes a general assignment for the benefit of creditors or a receiver is appointed on account of Design-Builder's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within five (5) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the five (5) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Design-Builder. If the expense, fees, and costs to the District exceed the cost of providing the Service pursuant to this Agreement, Design-Builder shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 38.3. Upon termination, Design-Builder shall provide the District with all documents produced maintained or collected by Design-Builder pursuant to this Agreement, whether or not such documents are final or draft documents.

39. Indemnification. To the furthest extent permitted by California law, Design-Builder shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Design-Builder. Design-Builder shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Design-Builder's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto. The District shall have the right to accept or reject any legal representation that Design-Builder proposes to defend the indemnified parties.

40. Insurance.

- 40.1. The Design-Builder shall procure and maintain at all times it performs any portion of the Services the following insurance:

- 40.1.1. **General Liability.** Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

- 40.1.2. **Automobile Liability Insurance.** Five Million Dollars (\$5,000,000) combined single limit for any automobile that shall protect the Design-Builder and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Design-Builder.

- 40.1.3. **Workers' Compensation and Employers' Liability Insurance.** For all of the Design-Builder's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Design-Builder

shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Design-Builder shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

40.1.4. Professional Liability (Errors and Omissions). Five Million Dollars (\$5,000,000) aggregate for errors and omissions as appropriate to profession of engineer designing energy efficiency measures, coverage to continue through completion of construction plus two (2) years thereafter.

40.1.5. Builder's Risk Insurance. On a replacement cost value basis, Design-Builder shall procure and maintain, during the life of this Agreement, Builder's Risk (Course of Construction), or similar first party property coverage to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

40.1.6. Excess Liability. Five Million Dollars (\$5,000,000) per occurrence to meet the policy limit requirements of the required policies if Design Builder's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Design-Builder, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

40.1.7. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

40.1.7.1. For the general liability and automobile liability policies:

40.1.7.1.1. The District, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds with respect to liability arising out of activities performed by or on behalf of Design-Builder; instruments of Service and completed operations of the Design-Builder; premises owned, occupied or used by Design-Builder; or automobiles owned, leased, hired or borrowed by Design-Builder. The coverage shall

contain no special limitations on the scope of protection afforded to the Additional Insureds.

40.1.7.1.2. For any claims related to the projects, Design-Builder's insurance coverage shall be primary insurance with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Design-Builder's insurance and shall not contribute with it.

40.1.7.1.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

40.1.7.2. Design-Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

40.1.7.3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

40.1.7.4. Design-Builder shall furnish the District with Certificates of Insurance showing maintenance of the required insurance coverage and original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Work commences. Design-Builder must provide updates on the insurance coverage throughout the term of the Agreement to ensure that there is no break in coverage during the performance of the Work. Failure to provide evidence of current coverage shall be grounds for termination for breach of contract.

40.1.8. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

41. Payment Bond and Performance Bond. Design-Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to One Hundred Percent (100%) of the Total Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

42. Permits and Licenses. Design-Builder and all Design-Builder's employees or agents shall secure and maintain in force, at Design-Builder's sole cost and expense, such permits, licenses and registrations as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement. Design-Builder is responsible for obtaining, on behalf of District and at Design-Builder's expense, permits and approvals (including CEC and DSA approval) required for the building, installation, and start-up of the Work hereunder which are required to complete the Project, and District shall provide reasonable assistance to Design-Builder regarding the same. District

shall hire and pay for all inspectors, including DSA and other special inspectors, however, if Design-Builder requires overtime inspections, including but not limited to acceleration of the Work, Design-Builder shall reimburse District for overtime and/or additional fees and expenses for inspectors, including DSA and other special inspectors.

43. Assignment. The rights, burdens, duties, or obligations of Design-Builder pursuant to this Agreement shall not be assigned by the Design-Builder without the prior written consent of the District.

44. Subcontractors. Subcontractors, if any, engaged by the Design-Builder for any Service or Work under this Agreement shall be subject to the approval of the District. Design-Builder agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Design-Builder shall subcontract any part of this Agreement, Design-Builder shall be fully responsible to the District for acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by it. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

45. Compliance with Laws. Design-Builder shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Design-Builder shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Design-Builder observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Design-Builder shall notify the District, in writing, and any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Design-Builder's receipt of a written termination notice from the District. If Design-Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Design-Builder shall bear all costs arising therefrom.

45.1. Design-Builder hereby acknowledges that the Construction Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Design-Builder's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Design-Builder shall be liable for any delay caused by its non-compliant Work.

45.2. Labor Code Requirements. Design-Builder shall familiarize itself with and comply with all applicable provisions of the Labor Code, sections 1720 through 1861. Design-Builder and its subcontractors shall pay all workers on all work performed not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations ("DIR") for the type of work performed and the locality in which the Work is to be performed within the boundaries of the Contra Costa Community College District, pursuant to sections 1770, et seq., of the California Labor Code. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

45.2.1. Certified Payroll Records. Design-Builder and its subcontractor(s) shall keep accurate certified payroll records ("CPRs") of workers and shall electronically submit certified payroll records directly to the Labor Commissioner using DIR's eCPR System by uploading the CPRs by electronic

XML file or entering each record manually using the DIR's iForm (or current form) online on a weekly basis and within ten (10) days of any request by the District or the Labor Commissioner. (See <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html>).

45.2.2. Labor Compliance: Design-Builder shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

46. Audit. Design-Builder shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Design-Builder transacted under this Agreement. Design-Builder shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Design-Builder shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Design-Builder and shall conduct audit(s) during Design-Builder's normal business hours, unless Design-Builder otherwise consents.

47. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Design-Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act (beginning with Government Code section 12900) and Labor Code section 1735. In addition, the Design-Builder agrees to require like compliance by all its subcontractors.

48. Environmental Attributes and Energy Credits. District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of any facilities installed on the Project. This ownership includes without limitation, all rights, credits (including tax credits), rebates, reporting rights, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the energy efficiency measures and Project.

49. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

50. Confidentiality. Design-Builder and all Design-Builder's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

51. Claims & Disputes. In the event of any demand by Design-Builder for (A) a time

extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Agreement, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Design-Builder pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Design-Builder is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Design-Builder's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Design-Builder submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Design-Builder and its subcontractors shall continue to perform the Work under the Agreement and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

52. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

53. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email, addressed as follows:

To District:
Contra Costa Community College District

To Design-Builder:

ATTN:

Email:

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

54. Governing Law. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

55. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

- 56. Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 57. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 58. Use of Pronouns.** All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, will include all other genders; the singular will include the plural and the plural will include the singular.
- 59. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 60. Cooperation.** The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.
- 61. Binding Contract.** This Agreement shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said Parties and their successors and assigns.
- 62. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 63. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 64. Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
- 65. Counterparts.** This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties.
- 66. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 67. Entire Contract.** This Agreement sets forth the entire contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**Contra Costa Community College
District**

[REDACTED]

**Agreement for Design, Installation and Commissioning for
Mechanical and Controls Design-Build Project**

Date: _____, 20__
By: _____
Print Name: _____
Print Title: _____

Date: _____, 20__
By: _____
Print Name: _____
Print Title: _____

Information Regarding Design-Builder:

Proper Name: _____
License No.: _____
Registration No.: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail: _____

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation,
State: _____
 Limited Liability Company
 Other: _____

Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Design-Builder to furnish the information requested in this section.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project.

Date: _____
Name of Design-Builder: _____
Signature: _____
Print Name: _____
Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

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

Date: _____
Name of Design-Builder: _____
Signature: _____
Print Name: _____
Title: _____

(In accordance with Article 5 - commencing at section 1860 of the Labor Code, Division 2, Part 7, Chapter 1, the above certificate must be signed and filed with the District to performing any Work under this Agreement.)

PERFORMANCE BOND
(100% of Total Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of **Contra Costa Community College District** ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Districtwide EMS and Mechanical Equipment Retrofit Project

("Project"), which Agreement dated _____, 2018, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof ("Agreement"), and

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

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ **Dollars (\$_____)**, lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

1. Perform all the work required to complete the Project; and
2. Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Total Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Total Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Agreement and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work. Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided, on his or its part to be kept

and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period ending one year after the date of Final Completion during which time Surety's obligation shall continue if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation is separate from and does not affect to the obligations under a performance guarantee, a maintenance services agreement, or any warranty obligations that are effective for any period longer than one year following the Final Completion date.

Nothing herein shall limit the District's rights or the Principal's or Surety's obligations under the Agreement, law or equity, including, but not limited to, the District's rights against Principal under California Code of Civil Procedure section 337.15.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2018.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

PAYMENT BOND

**Design-Builder's Labor & Material Bond
(100% of Total Contract Price)**

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of **Contra Costa Community College District** ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Districtwide EMS and Mechanical Equipment Retrofit Project

("Project") which Agreement dated _____, 2018, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof ("Agreement"), and

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

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

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

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2018.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

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Exhibit "A"
California Community Colleges Chancellor's Office Prop 39 Funding List

[TO BE ATTACHED]

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Exhibit "B"
Scope of Work

Design-Builder's *entire* Proposal is not made part of this Agreement.

Design-Builder shall provide all professional services and work ("Services" or "Work") necessary for completing the following for each and every Project Site identified in this Agreement:

- a. The VENDOR, including VENDOR'S designees, selected for contracting services shall be responsible for the design, procurement and implementation of specified energy efficiency and capital improvement projects at 4CD facilities per the approved Prop 39 Projects List A detailed review of related HVAC and EMS systems, engineering design, and analysis of 4CD's facilities shall also be included in the scope of responsibilities. Timely implementation of this project is of the essence. VENDOR shall also be responsible for obtaining all declared rebates from the public utility (PG&E) or any other declared source naming the 4CD as the Payee.
- b. Specific projects that are included in the scope of work as part of the Mechanical and Controls Design-Build Project are listed below, along with corresponding funding sources:

PROJECT #:	DESCRIPTION & FUNDING
C-1129	Contra Costa College Performing Arts Center (PAC) C-Boiler Replacement – Prop 39 Funds
C-1130	Contra Costa College PAC-Chiller Replacement - Prop 39 Funds
C-1131	Contra Costa College Advanced Technology (AT) Packaged Unit Replacement – State scheduled maintenance funds
D-1044	Diablo Valley College Campus wide EMS upgrades – Prop 39 and Measure E Funds
D-4017	Diablo Valley College Mechanical Equipment Retrofit - Measure E Bond Funds
P-4022	District Building AHU Replacement - Measure E Bond Funds

RFQ/P Exhibit A, sheet G0.02 and Exhibit B, Section 23 00 00 1.01 A and B, Exhibit C are all made apart of the agreement scope of work.

- c. The VENDOR shall be responsible for developing a schedule to complete the work in four phases. All work is being performed on an occupied community college sites. All buildings shall be available for class. During summer months there will be summer classes which require the Vendor to coordinate around class schedules. During winter months, there will be a 4 week winter break period with minimal class impacts.
- d. To support this scheduled completion date, the following schedule is established for the VENDORS:

Phase I	
100% design documents submittal:	09/15/2018
Work completed:	-01/30/2019

Acceptance of work: 1/15/2019
Project Close Out: 03/15/2019

Phase II

50% design documents submittal: 08/30/2018
100% design documents submittal: 09/30/2018
Submittals to DSA (if applicable): 10/15/2018
Work completed: 03/15/2019
Project Close Out: 05/15/2019

Phase III

50% design documents submittal: 08/30/2018
100% design documents submittal: 09/30/2018
Submittals to DSA: 10/15/2018
Work completed: 08/15/2019
Project Close Out: 10/30/2019

Phase IV:

50% design documents submittal: 08/30/2018
100% design documents submittal: 09/30/2018
Work completed: 08/15/2019

- e. VENDOR shall be responsible for the generation of all bid documents and the bid management process for any subcontractors hired by VENDOR for this project.
- f. VENDOR understands they are proposing a complete turn-key project, inclusive of all trades and components necessary to provide a quality installation to 4CD standards. VENDOR also understands VENDOR's proposed costs represent the total cost for all services provided including materials, labor, taxes, and delivery, Payment & Performance Bonds, insurance and any other ancillary services and materials. VENDOR's scope of work includes complying with Proposition 39 requirements for all Prop 39 projects. Vendor is required to report all on-site full time employee and trainee/apprentice hours worked on this project on a Form J after project completion. Vendor must complete the sections at the top and bottom of the form and sign the form. See attached 'Sample Form J' in the Project Close Out section of the Agreement for reference on what will be required from Vendor at the end of the project. Vendor will also provide detailed itemized invoices after project completion to meet PG&E and Proposition 39 requirements. If invoices are found to not be in enough detail, the Contractor will be required to revise the invoices and submit new ones.
- g. In the event that VENDOR fails to correct a performance deficiency within 48 hours of 4CD notification, excluding weekends, 4CD may, without prejudice to any other remedy, (1) withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss or (2) make good such deficiencies and adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies.
- h. VENDOR shall be responsible for scheduling work between 7am and 6pm Monday thru Friday, where possible. The majority of Contractor's work shall occur so as not to cause any disruption to College services or 4CD staff during normal work hours. Work may have to occur before 7am or after 6pm and on weekends in certain circumstances to reduce the effect on college operations. No additional cost will be incurred by 4CD due to work done outside normal work hours. VENDOR shall also be responsible for coordinating scheduling with the 4CD. VENDOR shall provide a construction schedule acceptable to the 4CD prior to the commencement of any work. Two week look ahead schedules shall be provided to

4CD so that sufficient time is available for 4CD to coordinate any required rescheduling of college activities.

- i. It is understood and agreed that the VENDOR and its subcontractors shall pay its employees and/or subcontract workers in accordance with the provisions of Section 1770 *et seq.* of the California Labor Code and shall be registered as public work contractors with the Department of Industrial Relations in accordance with Section 1725.5 of the California Labor Code.
- j. This project is under the Project Stabilization Agreement (PSA) and those documents are provided as part of the RFQ/P package and made part of this agreement.
- k. The VENDOR shall obtain all required permits and DSA approval where required including close out with DSA once the project is completed.

[END OF EXHIBIT]

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Exhibit "C"
Special Conditions

1.1 SUBMITTALS

A. Provide submittals in the format, and as described below:

1. Submittals shall be submitted to the District, electronically in PDF format, within three (3) Calendar Days from the Notice to proceed, except as otherwise noted.
2. Submittals that require local and State agency approval, shall conform to this Specification and the requirements of the local or State agency.
3. District will review and provide a response to submittals within three (3) calendar days (excluding holidays). Submittals that include design documents prepared by a licensed California Engineer will be submitted for the District's records. Any District review and response to the Design-Builder's design documents by a licensed California Engineer will be for format and general compliance only.

B. Provide submittals for all equipment, if any, listed on the drawings.

C. The Schedule of Values shall be submitted to the District within seven (7) calendar days after the Notice of Award. The Schedule of Values shall include the following minimum categories and be coordinated with the agreement language:

1. *Phases as defined in Exhibit "B" Scope of work*
 - a. Design
 - b. Work in progress (Phase-Specific % Complete)
 - c. Work substantially complete
2. *Commissioning*
3. *O&M and Warranties*
4. *As-Built Drawings*

The District will only pay for Work installed at the Site.

D. CPM construction schedule shall be submitted within three (3) work days from the Notice to Proceed date District and Design-Builder shall meet and review the schedule. The Construction Schedule is required to demonstrate that the work can be performed within the Term of the Agreement, and for the District's adequate monitoring of the progress of the Work and shall be prepared in accordance with the time frame described in Article 2 of the Agreement. The District may disapprove or require modification to the schedule if, in the opinion of the District, adherence to the progress schedule will not cause the Work to be completed in accordance with the Agreement." Below are the minimum activity types that shall be included in the schedule:

1. Design-Builder Submittals
2. Submittal Reviews by District Performance Criteria Engineer and Project Manager
3. Design
4. Permit Approval
5. Procurement and Fabrication
6. Installation activities corresponding to the Schedule of Values
7. Substantial Completion Milestone
8. Project Closeout activities
9. Final Completion Milestone

Submittals are for review of conformance with the requirements of the Contract.

1.2 SUMMARY OF STAGING AND WORK RESTRICTION REQUIREMENTS

- A. Prior to the start of Work, Design-Builder shall familiarize itself with the Work Restrictions as they relate to all Work required by the Contract Documents.
- B. Temporary Work Activity Plan shall include:
 - 1. Full size drawing (36"x42") of site plan showing the proposed locations and dimensions of temporary facilities and activities, including but not limited to, all proposed trailers, equipment and material storage areas on the Project Site; safe and ADA complaint access (ingress/egress) for pedestrians and vehicles around the construction areas; proposed haul routes; all temporary construction, and way-finding signage; temporary fenced area(s), noise and safety barriers, and dust partitions; and temporary measures to maintain continuous and uninterrupted code compliant use of all occupied and surrounding areas impacted by construction activities. Identify any areas that require temporary paving for stabilization or prevention of tracking of mud, and for ADA complaint ingress and egress. Indicate if the use of supplemental or other staging areas might be required. Also see performance documents for Temporary Facilities and Control for additional requirements if any
 - 2. Prior to starting work the Design-Builder shall provide a proposed schedule of temporary interruptions or shutdown of any utility or electrical/mechanical systems to the District Representatives as part of the Temporary Work Plan. The Work Activity Plan shall be prepared in conjunction with the Design-Builder's Schedule and include dates for tasks that limit building use, impact utilities and/or services, and/or require District personnel assistance.
 - 3. Design-Builder shall submit two (2) hard copies at the pre-construction meeting, and email Adobe PDF Format of the initial submittal of the Temporary Work Activity Plan for review by the District, Performance Criteria Engineer and by personnel from the Campus (e.g., Buildings & Grounds, Police Department, and other representatives).
 - 4. The Design-Builder shall provide written request (5) working days prior to the desired time for the proposed interruption(s). Work shall be performed at times other than the Campus's normal hours of operation, or as directed by the District's Construction Manager. Temporary interruptions shall be completed prior to the start of the next business day at the Campus to maintain continuous and uninterrupted use of Campus facilities and utility systems
- C. Design-Builder shall perform and complete all Temporary Work Activities to ensure the following:
 - 1. The continuous and uninterrupted use of all occupied areas or areas within buildings that require 24/7 utility services, including but not limited to the applicable power, data, telephone, waterline, fire alarm system, fire sprinkler system mechanical, HVAC, gas, storm, sewage, plumbing, and electrical systems serving these areas.
 - 2. Protection of students, staff, faculty and personnel in occupied areas and surrounding and adjacent areas from the hazards and dust associated with construction.
 - 3. The work areas, roads, parking lots, and streets are to be kept clear, clean, and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with subcontractor and personnel duties and traffic. The Design-Builder shall sweep the areas clean at the end of each work day and make every effort to keep dust and noise to a minimum at all times.
 - 4. Design-Builder shall construct dust partitions and other barriers as required prior to the start of abatement or demolition activities, whichever may occur first, and they must remain in place until the completion of that activity where required.

1.3 SUMMARY OF WORK RESTRICTIONS

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

1. The Temporary Work Activity Plan shall be approved by the District prior to any Work starting on the Project Site.
2. Design-Builder shall have all temporary fencing, signage, ADA compliant pathways and other temporary measures described in Paragraph 1.2 above installed, operational and accepted by the District prior to starting demolition or other Work as applicable.
3. The Design-Builder will be working in existing buildings which are occupied. Existing buildings and their contents must be kept secure at all times.
4. Provide temporary closures as required to maintain security as directed by the Campus Police Services.
5. Provide dust covers or protective enclosures to protect existing work, equipment and materials during the construction period.
6. Relocate movable furniture [approximately [1.8 m (6 feet)] away from the Design-Builder's working area; protect the furniture and replace the furniture in [its] [their] original location[s] upon completion of the work. Existing equipment that is to remain attached in place, must be protected against damage, or temporarily disconnect, relocate, protect, and reinstall at the completion of the work.

B. Time Related Work Restrictions within the Contract Time

Contract Time is as articulated in the Agreement, and Work by the Design Builder is restricted and limited to those specific time periods at specific locations during this contract duration. Design Builder is responsible for scheduling work between 7am and 6pm Monday thru Friday. The majority of Contractor's work shall occur so as not to cause any disruption to College services or 4CD staff during normal work hours. Work may have to occur before 7am or after 6pm and on weekends in certain circumstances to reduce the effect on college operations. No additional cost will be incurred by 4CD due to work done outside normal work hours. Design Builders shall also be responsible for coordinating scheduling with the 4CD.

1.1. **All Work at the Campus Project Sites:** Physical activities which occurs on one of the College Campus's must be coordinated around class and event schedules. Project activities which are non-invasive; silent and do not impact campus activities may be conducted during instruction, but must be shown as such on the Work Activity Plan.

1.2. **Weekend and Holiday Work:** Design-Builder shall include in its bid the cost to work weekends and holidays on critical and near critical path schedule activities at the Project Site to ensure that physical activities are completed to mitigate any disruption to the campus. (i.e., near critical path schedule activities include any schedule activity with less than 5 work days of total float).

SUMMER 2018 HOLIDAYS	START FALL 2018	FALL 2018 HOLIDAYS	END FALL 2018	START SPRING 2019	SPRING 2019 HOLIDAYS	END SPRING 2019	START FALL 2019	END FALL 2019
7/4/2018	8/27/2018	9/3, 9/28, 11/12, 11/22-11/23	12/14/2018	1/28/2019	2/15, 2/18, 4/1-4/7/2019	5/24/2019	8/19/2019*	12/13/2019

- 1.3. Stay out dates may be subject to change.
 - 1.4. Abatement and demolition **CANNOT** be conducted in any occupied spaces or where occupancy is planned. Scheduled abatement and demolition activities will be shown in the Design-Builders schedule and the Activity plan where building occupancy is impacted.
 - 1.5. 1.5 The Design-Builder is responsible for its own means and methods to comply with these work restrictions, and to submit a schedule in accordance with schedule requirements in the agreement.
 - 1.6. During periods of darkness, the work must be lighted in a manner approved by the College
 - 1.7. Utility Cutovers and Interruptions
 - 1.7.1. Make utility cutovers after normal working hours or on Saturdays, Sundays, and Campus holidays unless otherwise approved.
 - 1.7.2. Ensure that new utility lines are complete, except for the connection, before interrupting existing service.
 - 1.7.3. Interruption to water, sanitary sewer, storm drain, communications, data, electric service, air conditioning, heating, fire sprinkler alarm, compressed air, and are considered utility cutovers pursuant to the paragraph Time Related Work Restrictions [Such interruptions are further limited to **[12]** hours. This time limit includes time for deactivation and reactivation.]
 - 1.7.4. Work plans must include mitigations for hazards and their controls during the interruptions of service.
 - 1.7.5. Such delays must be incorporated into the Design-Builder's construction schedule and will be at no additional cost or time to the District
 - 1.7.6. The Design-Builder is responsible for its own means and methods to comply with these work restrictions, and to submit a schedule in accordance with schedule requirements in the agreement.
- C. Other Project Requirements to Meet the Contract Time
1. The Design-Builder's staging area for trailers, construction vehicles, construction equipment and materials is restricted to the [lots adjacent to the parking lots nearest B&G at each Campus] Design-Builder's is responsible for procuring parking passes from the Campus Police Department.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 MEANS AND METHODS OF CONSTRUCTION

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

PART 4 - TESTS AND INSPECTIONS

1.1 Compliance.

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

1.2 Independent Testing Laboratory.

The District will select and pay an independent testing laboratory to conduct all tests and inspections required by regulatory agencies. Selection of the materials required to be tested shall be made by the laboratory, and not by the Contractor. All costs for all other tests shall be included in the Bid Price and shall be paid for by the Contractor. Any costs or expenses of inspection or testing required by regulatory agencies, incurred outside of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the District, invoiced by the District to the Contractor, and deducted from the next Progress Payment.

1.3. Contractor Responsibilities.

- A. Make samples available to the Independent Testing Laboratory. Samples shall be selected by laboratory personnel. Allow proper time for selecting samples, and making tests or considerations.
- B. Cooperate with laboratory personnel, and provide access to work and to manufacturer's facilities.
- C. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples as selected by laboratory personnel at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
- D. Schedule all tests and inspections with the testing and inspections firm and to notify Construction Manager and Project Inspector a minimum of 3 working days prior to expected time for operations requiring inspection and testing services. Do not allow work to be covered prior to inspection and testing.
- E. Cooperate fully with the testing laboratory's personnel and with special inspectors in inspection any part of the construction and in taking any samples of materials required to be tested. Provide access to the work. The Contractor's personnel shall furnish and cut or prepare all samples in the presence of either the testing laboratory personnel or the special inspectors and secure the witness's initial on each sample prepared.
- F. Notify the testing laboratory to pick up the initialed samples the same day the samples were prepared. Alert the testing laboratory 3 working days in advance as to the times and location of the required sampling, tests and inspections so as to not delay the work of the project, and make sure that the required sampling, tests inspections are promptly completed.

1.4 Contractor Paid Test/Inspection Reports not required by regulatory agencies:

- 1.4.1 Reports will comply with Section 4-335(d), Part 1, Title 24, CCR.
- 1.4.2 Include every test and inspection made regardless of whether such tests and inspections indicate that the material and procedures are satisfactory or unsatisfactory.
- 1.4.3 Include records of special sampling operations as required.
- 1.4.4 Indicate that materials were sampled and tested in accordance with requirements of CCR regulations and Construction Documents.
- 1.4.5 Indicate specified design strength of materials such as masonry, concrete and steel.
- 1.4.6 State whether or not materials and procedures comply with requirements of the Construction Documents.
- 1.4.7 Submit copies of reports to District, Architect, Project Inspector, Structural Engineer, Civil Engineer, Soils Engineer and Contractor within 14 days of tests. Submit copies of reports of non-complying materials and procedures immediately.

1.5 Advance Notice to Inspector.

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same, but no less than 2 work days. The Contractor shall notify the Inspector a sufficient time in advance, but no less than 2 work days, of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

1.5.1 Testing Off-Site.

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

1.5.2 Additional Testing or Inspection.

If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Paragraph 13.5.4.

1.5.3 Costs for Retesting.

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

1.5.4 Retesting Covered Work.

Re-examination of previously tested and inspected work may be ordered by the District, Architect, or by the Project Inspector. The Contractor shall uncover such work if retesting is ordered. If work is found in accordance with Contract Documents, the District will pay costs of uncovering, removing, retesting and replacing. If work is found not in accordance with Contract

Documents, the District will deduct the cost of retesting from the Contract Sum by Change Order and the Contractor will bear the costs of uncovering, removing and replacing work.

1.5.5 Costs for Premature Test.

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

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SECTION 01412

HAZARDOUS MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

- A. The "Agreement for Mechanical and Control Design-Build Project" apply to this section
- B. Refer to performance documents for the work in those Sections.

1.3 SUMMARY

- A. This Section describes Project requirements applicable to Work in connection with hazardous materials, hazardous waste, abatement and disposal including, but not limited to, asbestos and asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum-contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste. This Section supplements the requirements elsewhere in the Contract Documents.
- B. The Design-Builder shall review the hazardous building materials survey reports prepared by the District's representative, and included as Exhibit "C" of the RFQ/P package.

1.4 DISCOVERY OF HAZARDOUS MATERIALS

- A. In the event the Design-Builder encounters or suspects the presence on the Site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Design-Builder shall immediately stop Work in the area affected and report the condition to the District and copy the Architect in writing, whether or not such material was generated by the Design-Builder or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Design-Builder, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Design-Builder.
- B. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state and federal regulation 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).

- C. Should the discovery of contaminants cause delay to Design-Builder's operation, extension of Contract Time will be granted by District in accordance with Agreement Section 27. Design-Builder may not be entitled to damages or additional payment due to such delays. District may, if it believes appropriate in its sole discretion, grant an extension of Contract Time.
- D. The Design-Builder 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.

1.5 SUBSURFACE HAZARDOUS MATERIALS

- A. If Design-Builder encounters surface contamination, the following provisions and precautionary measures shall be implemented during construction.
 - 1. Design-Builder's personnel shall be alert for and immediately report to the District any detectable chemical odors, unusual debris, or discolored soil.
 - 2. Disposal requirements: Soils containing hazardous materials shall be disposed by Design-Builder at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharge of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.
 - 3. 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.
 - 4. 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, ethyl benzene 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.
 - 5. Laboratory chemical analysis reports associated with the water samples shall be provided to District's Representative.
 - 6. Removal of dewatering equipment: After having served their purpose, all protective works and dewatering pumps, shall be decontaminated and removed from the Site. Design-Builder is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.

7. 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 the Design-Builder.
8. 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.

1.6 HAZARDOUS MATERIAL WORK LIMITATIONS

- A. In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material work is the Design-Builder's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Design-Builder shall not be required to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.
- B. 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). See Hazardous Materials abatement work plan submittal requirements, Agreement, Exhibit C.
- C. During demolition activities, all building materials containing lead paint shall be removed in accordance with Cal-OSHA Lead in Construction Standard, title 8 and California Code of Regulations 1532.1.
- D. 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:
 1. 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.
 2. 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.
 3. 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 regulation apply in most cases.
- E. No Work will be undertaken or accepted until asbestos contamination is reduced to levels deemed acceptable by the District's asbestos consultant.

- F. Interface of Work under this Contract with work containing asbestos shall be executed by the Design-Builder at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Design-Builder acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

1.7 INDEMNIFICATION BY DESIGN-BUILDER FOR HAZARDOUS MATERIAL CAUSED BY DESIGN-BUILDER

- A. In the event the hazardous materials on the Site is caused by the Design-Builder, the Design-Builder shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Design-Builder's generation of hazardous material on the t Site. In addition, the Design-Builder shall defend, indemnify and hold harmless District and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site.

1.8 TERMS OF HAZARDOUS MATERIAL PROVISION

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

1.9 NON-UTILIZATION OF ASBESTOS MATERIAL

- A. NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.
- B. Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.
- C. Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

1.10 REMOVAL OF DESIGN-BUILDER INSTALLED ASBESTOS MATERIALS

- A. All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.
1. Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.
 2. The asbestos removal Contractor shall be appropriately licensed and registered, qualified in the removal of asbestos and shall be approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be approved by the District, who shall have sole discretion and final determination in this matter.

1.11 NATURALLY OCCURRING ASBESTOS

- A. 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:
 1. The area to be disturbed is located in a geographic ultramafic rock unit; or
 2. The area to be disturbed has naturally-occurring asbestos, serpentine, or ultramafic rock as determined by the District, or the Air Pollution Control Officer (APCO); or
 3. 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.

1.12 GUIDELINES FOR MINIMIZATION OF SILICA EXPOSURE DURING CONSTRUCTION

- A. Types of Silica
 1. Quartz
 2. Cristobalite
 3. Tridymite
- B. The following activities can expose construction workers to respirable crystalline silica:
 1. Chipping, hammering, and drilling of rock
 2. Crushing, loading, hauling, and dumping of rock
 3. Abrasive blasting using silica sand as the abrasive
 4. Abrasive blasting of concrete (regardless of abrasive used)
 5. Sawing, hammering, drilling, grinding, and chipping of concrete or masonry
 6. Demolition of concrete and masonry structures
 7. Dry sweeping or pressurized air blowing of concrete, rock, or sand dust
- C. Health Effects of Silica Exposure
 1. When crystalline silica is inhaled by workers, the lung tissue reacts by developing fibrotic nodules and scarring around the trapped silica particles. This fibrotic condition of the lung is called silicosis. As the nodules become larger, breathing becomes difficult and death may result.
- D. Recommended Control Measures from the National Institute of Safety and Health:
 1. Dust Control

- a. The key to preventing silicosis is to keep dust out of the air. Dust controls can be as simple as a water hose to wet the dust before it becomes airborne. Use the following methods to control respirable crystalline silica:

- 1) Use equipment with dust collection systems. Use local exhaust ventilation to prevent dust from being released into the air. Always use the dust control system, and keep it well maintained. Do not use equipment if the dust control system is not working properly.
- 2) During rock or concrete drilling, use water through the drill stem to reduce the amount of dust in the air, or use a drill with a dust collection system. Use drills that have a positive-pressure cab with air conditioning and filtered air supply to isolate the driller from the dust.
- 3) When sawing concrete or masonry, use saws that provide water to the blade.
- 4) Use good work practices to minimize exposures and to prevent nearby workers from being exposed. For example, remove dust from equipment with a water hose rather than with compressed air. Use vacuums with high- efficiency particulate air (HEPA) filters, or use wet sweeping instead of dry sweeping.
- 5) Use abrasives containing less than 1% crystalline silica during abrasive blasting to prevent quartz dust from being released in the air.
- 6) Use containment methods such as blast-cleaning machines and cabinets to prevent dust from being released into the air.

2. Personal Hygiene

- a. The following personal hygiene practices are essential for protecting workers from respirable crystalline silica and other contaminants such as lead, particularly during abrasive-blasting operations:

- 1) Do not eat, drink, or use tobacco products in dusty areas.
- 2) Wash hands and face before eating, drinking, or smoking outside dusty areas.
- 3) Park cars where they will not be contaminated with silica and other substances such as lead.

3. Protective Clothing

- a. Take the following steps to assure that dusty clothes do not contaminate cars, homes, or worksites outside the dusty area:
 - 1) Change into disposable or washable work clothes at the worksite.
 - 2) Shower and change into clean clothes before leaving the worksite.

4. Air Monitoring

- a. Air monitoring is needed to measure worker exposures to respirable crystalline silica and to select appropriate engineering controls and respiratory protection. Air samples should be collected and analyzed according to NIOSH Method Nos. 7500 and 7602 or their equivalent. Air sampling usually involves the use of a combination device called a cyclone assembly and a sampling pump to trap tiny respirable silica particles from the air in the work environment. The cyclone assembly and sampling pump can be placed on an employee, who will wear the device throughout the work shift for up to 8 hours. All employees may be fitted with the sampling device or just a select few who are closest to the silica source may be fitted. The air sample is then analyzed by a laboratory using x-ray diffraction or infrared spectroscopy. The NIOSH recommended exposure limit (REL) for respirable crystalline silica is 0.05 mg/m³ (50 µg/m³) as a Time Weighted Average (TWA) for up to 10 hours/day during a 40-hour work week. The OSHA PEL is

$$\frac{10 \text{ mg/m}^3}{(\% \text{SiO}_2 + 2)}$$

5. Respiratory Protection

- a. The primary means for preventing and minimizing silica exposure should be engineering and source controls such as substitution of non-silica containing materials during sand blasting, automation, enclosed systems, local exhaust ventilation, wet methods, and good work practices. Respiratory protection must also be used as a means to prevent exposures. Any half-mask, air-purifying respirator with a high-efficiency particulate filter is acceptable for most operations, but greater respiratory protection may be necessary in some cases. For example:
 - 1) For exposures 50-1,000 times the REL (2.5-50 mg/m³), NIOSH recommends using a supplied-air respirator that has a half-mask. The respirator should be set on pressure-demand or one of the other positive-pressure settings.
 - 2) For exposures 10- 50 times the REL (0.5-2.5 mg/m³), NIOSH recommends using either an air-purifying, full-face respirator with a high-efficiency particulate air filter or a P100 filter, or a

powered, air-purifying respirator with a tight-fitting facepiece and a high-efficiency particulate air filter or a P100 filter.

- 3) For exposures less than 10 times the REL (0.5 mg/m³), NIOSH recommends using a half-mask, air-purifying respirator that has a P100 filter.
 - 4) NIOSH recommends workers wear a Type CE, pressure-demand or positive-pressure, abrasive-blasting respirator (APF of 1,000 or 2,000) during abrasive-blasting operations that involve crystalline silica.
- b. Exposure monitoring is essential to ensure correct selection of the proper respiratory protection. When respirators are necessary, the design-builder must have a respiratory protection program that includes:
- 1) Periodic environmental monitoring
 - 2) Regular training of personnel
 - 3) Selection of proper NIOSH-approved respirators
 - 4) An evaluation of the worker's ability to perform the work while wearing a respirator
 - 5) Respirator fit testing
 - 6) Maintenance, inspection, cleaning, and storage of respiratory protection equipment.

1.13 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in the Contract Documents. Codes, laws, ordinances, rules and regulations are not furnished to Design-Builder, because Design-Builder is assumed to be familiar with their requirements. The listing herein of applicable codes, laws, and regulations for hazardous waste abatement work is supplied to Design-Builder as a courtesy and shall not limit Design-Builder's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Contract Documents exists, the most stringent requirements shall be used.
- B. Conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of contracting.

1.14 LAWS, ORDINANCES, RULES, AND REGULATIONS

- A. During prosecution of Work under Contract Documents, Design-Builder shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below.
- B. Federal:
 1. Statutory Requirements:
 - a. Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.*

- b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Sections 9601 *et seq.*
 - c. Toxic Substances Control Act of 1976, 15 U.S.C., Sections 2601 *et seq.*
 - d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sections 1801 *et seq.*
 - e. Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*
 - f. Safe Drinking Water Act, 42 U.S.C., Sections 3001 *et seq.*
 - g. Clean Air Act, Section 112, 42 U.S.C., Section 7412
 - h. Occupational Safety and Health Act of 1970, 29 U.S.C., Sections 651 *et seq.*
 - i. Underground Storage Tank Law, 42 U.S.C., Sections 6991 *et seq.*
 - j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C., Sections 11011 *et seq.*
 2. Environmental Protection Agency (EPA):
 - a. 40 C.F.R. Parts 260, 264, 265, 268, 270
 - b. 40 C.F.R. Parts 258 *et seq.*
 - c. 40 C.F.R. Part 761
 - d. 40 C.F.R. Parts 122-124
 3. Occupational Safety and Health Administration (OSHA):
 - a. OSHA Worker Protection Standards, Title 29 C.F.R. Part 1926.58, Construction Standards and 29 C.F.R. 1910.1001 General Industry Standard
 - b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
 - c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
 - d. National Emission Standard for Hazardous Air Pollutants, Title 40 C.F.R. Part 61
 - e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
 4. Department of Transportation:
 - a. Title 49 C.F.R. 173.1090
 - b. Title 49 C.F.R. 172
 - c. Title 49 C.F.R. 173
 - d. DOT, HM 181 and MH126f
- C. State of California Requirements:
 1. Statutory Law:
 - a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code, Sections 25300 *et seq.*
 - b. Health and Safety Code, Section 25359.4
 - c. Hazardous Waste Control Law, Health & Safety Code, Sections 25100 *et seq.*
 - d. Porter-Cologne Water Quality Control Act, Water Code, Sections 13000 *et seq.*
 - e. Health and Safety Code, Sections 25915-25924
 - f. California Labor Code Chapter 6, including, without limitation, Sections 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
 - g. Business and Professions Code, including without limitation, Sections 7058.5, 7065.01, 7118.5
 - h. Underground Storage of Hazardous Substance Act, Health and Safety Code, Sections 25280 *et seq.*
 - i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code, Sections 25299.10 *et seq.*

- j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code, Sections 25249.5 *et seq.* (Proposition 65)
- k. Above Ground Petroleum Storage Act, Health and Safety Code, Sections 25270 *et seq.*
- l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code, Chapter 6.95
- 2. Administrative Code and Regulations:
 - a. Title 22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste, Sections 6600 *et seq.*
 - b. Title 8 CCR, Section 1529, Asbestos
 - c. Title 8 CCR, Section 1532.1, Lead in Construction
 - d. Title 23 CCR, Sections 2610 *et seq.*
- 3. Local Agency Requirements:
 - a. Bay Area Air Quality Management District, Fugitive Dust Rules
 - b. Bay Area Air Quality Management District Regulation 11, Rule 2
 - c. State Water Resource Control Board, General Construction and Land Disturbance Activities (Order 2009-009 DWQ)
- 4. Local Agency Requirements:
 - a. Contra Costa Fire District
 - b. City of Martinez
 - c. City of San Pablo
 - d. City of Pleasant Hill

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01412

SECTION 01520

FIRE SAFETY

PART 1 - GENERAL

1.01 GENERAL

- A. The Safety Program exists to minimize the dangers of fire, panic and explosion.

PART 2 - POLICY

2.01 POLICY

- A. Corridors are to be designed, constructed and maintained as required by the Regulations in Title 19 of the California Code of Regulations. Corridors may not be used for storage. Corridors are not to be used as temporary storage during renovation projects. Corridors may not be used as an extension of workspace or for the installation of electrical provisions for equipment. Maintain egress system and fire protection system continuously throughout the Project.

PART 3 - PROCEDURE

3.01 CONSTRUCTION

- A. Plans and documents relating to new construction as well as remodeling projects shall be reviewed by State Fire Marshal to confirm adherence to applicable building and fire regulations.

3.02 FLAMMABLE MATERIALS

- A. Trash, debris, lumber or other materials considered to be flammable or hazardous are not to be stored or allowed to accumulate in quantities that endanger life or property.
- B. Storage and use of flammable liquids to be in accordance with State, Federal and Campus Standards.
- C. Flammable liquids mean any liquid having a flash point below 140 degrees F.
- D. Containers used for the temporary storage of combustible waste must be of solid metal, such as steel, or made of material approved by the State Fire Marshal.

3.03 FIRE AND PANIC SAFETY

- A. Corridors and Exits:
 - 1. The placement of any item in exits and corridors without State Fire Marshal approval is not permitted. Corridors and exitways have been designed and

constructed to provide safe passage for building occupants in both normal circulation and under emergency conditions.

- B. Guide for Temporary Construction Barriers in Exit Corridors: Subject to compliance with performance requirements including but not limited to fire safety and the absence of hazardous material reused materials may be acceptable for temporary construction. Reused materials shall be clean and in a condition suitable for the use intended. Temporary construction shall be installed to facilitate subsequent removal and reuse.
1. Barriers must be constructed of fire retardant treated plywood, gypsum wallboard, non-combustible plastic film on metal studs, or a combination of these materials to create a one-hour fire-rated assembly. Plastic non-combustible material must be clearly marked as such. One (1) or two (2) hour fire-rated assembly as required.
 2. Barriers must be installed to insure that a minimum of 48" clear corridor width is maintained. Exceptions to this must be specifically approved by State Fire Marshal
 3. All barriers must be constructed from the floor to the underside of floor slab above. Access doors through barriers must be labeled and have a sign indicating construction. Doors must be maintained in the closed position or equipped with a self-closing device.
 4. Door and frames shall be hollow metal of one or two-hour construction, labeled. Door shall be equipped with a self-closing device. Install a sign on the door indicating "Construction Area".
 - a. Side exposed to public shall be taped, topped and sanded smooth and painted to match adjacent surfaces. Door and frame shall be painted.
 5. Barriers constructed to control dust and vapors are to be constructed in conformance with the above, and the following:
 - a. Only non-combustible plastic film may be used. This film must be clearly marked as non-combustible.
 - b. All plastic film must be securely attached to or placed entirely on the construction side of the barrier.
 6. Barriers which must remain in place more than 30 days must receive specific approval from State Fire Marshal. Depict on sequencing plan and submit to Fire Marshal within 10 days of Notice of Selection of Apparent Low Bidder.
- C. Exit Corridors, Demolition Materials and Items Delivered during Construction:
1. No material may be stored in the exitway.
 2. Equipment temporarily removed from the construction space may be stored in the corridor provided it is acceptable to the Building Manager and State Fire Marshal. The items must be described and an acceptable period of storage time established.

3. When approved by State Fire Marshal, items delivered to the site for installation may remain in the corridor for 48 hours maximum provided they are not of a highly combustible nature or the packing materials are not combustible. Every possible action must be taken to have these items delivered when needed and placed in the construction space upon arrival. Design-Builder shall remain responsible and liable for security and replacement of all deliveries for project.
4. No permitted demolition material, construction material and equipment may be placed in any corridor in such a manner as to restrict the minimum corridor width to less than 48 inches.
5. No exit stairway, smoke tower or smoke tower vestibule may be used for storage.
6. Security of deliveries remains the responsibility of the design-builder wherever they are deposited.

3.04 FIRE FIGHTING EQUIPMENT AND DEVICES:

- A. Direct access to fire hydrants, fire department connections, and fire alarm stations must be maintained at all times. Hydrants, connections and fire alarm stations must be easily visible at all times and identified with sign.
- B. Provide fire extinguishers, number and type suitable for type of fire associated with the hazards present.

3.05 EMERGENCY FIRE PROCEDURES:

- A. Provide and post an emergency fire procedure plan.
- B. Evacuate anyone seriously endangered by the fire.
- C. Activate the nearest fire alarm station.
- D. Call the emergency number 9-911 if campus phone, and give building, floor level, and room number of fire. If non-campus phone, call the local fire department (911).
 1. Confine fire by closing all doors and windows.
 2. If it is safe to do so, use fire-extinguishing equipment (portable fire extinguishers, in-house fire hose, etc.) to contain or extinguish the fire.

3.06 WELDING, CUTTING OR HOT WORK PERMIT POLICY

- A. References: California Code of Regulations, Title 19, Article 1, Section 1.09, Standard Fire Prevention Practices. California Code of Regulations, Title 24, Part 9-California Fire Code, and Article 49: Hot Work.
- B. Welding, Cutting and Hot Work operations permit.
 1. Hot Work Permit must be obtained from the Fire Marshal's office prior to the start of any cutting or welding operations on campus.

2. The individual responsible for hot work must obtain a Hot Work Permit and must personally examine the location or area inspection where the work is to be done and insure that all safety requirements must be met before work will be permitted to begin. The specific fire safety requirements are outlined on the back of the Hot Work Permit (Attachment A). The permit will be issued to the person responsible for the work to be accomplished.
3. Permits issued to the individual will be issued for the duration of a contract or specific job (see Attachment A). Periodic inspections will be made to assure that fire safety requirements are being followed. If the individual fails to comply with fire safety regulations, their permit will be revoked, and cutting and welding will be prohibited in those areas.
4. This permit requirement applies to ALL cutting and welding work performed by anyone on campus.
5. The Hot Work Permit must be conspicuously displayed at the job site, preferably attach to, or near, the welding equipment.
6. Shop areas that have a permanent set up as a welding area will be issued a permit on an annual basis. Permits issued to the shops shall be displayed in a prominent place at the approved work area. Renewal requests will require a fire safety inspection prior to issuance. However, periodic spot checks will be made to assure that fire safety requirements are being followed. If shop-welding areas fail to comply with fire safety regulations, their permits will be revoked, and cutting and welding will be prohibited in those areas.

3.07 GENERAL SAFETY RULES FOR WELDING, CUTTING AND HOT WORK

- A. All employees involved in cutting and welding operations shall be carefully trained, properly supervised, and authorized to perform each job.
- B. Permits must be obtained from the Fire Marshal's office prior to each job, as outlined above.
- C. A fire watch must be provided on all cutting and welding jobs. Assign a second worker to "watch" where the sparks fly and be on the lookout for an outbreak of a fire. Individuals assigned to fire watch duty must be trained in fire extinguisher use, familiar with how to notify campus emergencies personnel and sound the fire alarm. Individuals assigned to fire watch duty must also be trained in first aid and may not perform other work while the cutting and welding is taking place. The fire watch must continue thirty (30) minutes after the actual cutting or welding has ceased.
- D. Three (3) 5-lb. ABC or CO2 fire extinguishers must be located at the job site, within easy reach of the fire watch.
- E. The area where the cutting and welding is taking place must be free of combustible material; or, if it is impractical to move away the combustibles, they must be covered with asbestos tarpaulins or metal shields. ALL FLAMMABLE LIQUIDS must be removed from where cutting involves wall or floors, and combustibles must be protected on BOTH sides of the wall or floor.

- F. Other detailed precautions, as outlined in California Code of Regulations, CCR-Part 9, California Fire Code, Article 49, must also be followed on all cutting and welding jobs.
- G. Welding and cutting are not allowed in confined spaces.
- H. No device or attachment facilitating or permitting mixture of air or oxygen with combustible gases prior to consumption except at the burner or in a standard torch or blowpipe, shall be allowed unless approved for the purpose.
- I. Do not transfer gases from one cylinder to another or mix gases in a cylinder.
- J. Under no conditions shall acetylene gas be generated, piped (except in approved cylinder manifolds), or utilized at a pressure, except when dissolved in a suitable solvent in cylinders manufactured according to Interstate Commerce Commission requirements.
- K. The use of liquid acetylene is prohibited.
- L. Acetylene gas shall not be brought in contact with unalloyed copper except in a blowpipe or torch.
- M. Oxygen shall not be used from cylinders through torches or other devices equipped with shutoff valves, without reducing the pressure through a suitable regulator attached to the cylinder valve or manifold.
- N. Fuel gas shall not be used from cylinders through torches or other devices equipped with shutoff valves.

END OF SECTION

SECTION 01540

SITE SECURITY AND SAFETY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. All Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in Performance Documents and Specification Sections as applicable to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

- A. Section 01412 – “Hazardous Materials”
- B. Section 01520 - “Fire Safety”
- C. Section 01700 – “Closeout Procedures”

1.3 SUMMARY

- A. This Section specifies the requirements for Site safety and security.

1.4 RESPONSIBILITIES

- A. All work shall be solely at the Design-Builder’s risk, with the exception of damage to the work caused by “acts of God” as defined in Public Contract Code Section 7105(b)(2).
- B. The Design-Builder shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work.
- C. Without limiting or relieving the Design-Builder of its obligations hereunder, the Design-Builder shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.
- D. Design-Builder shall take, and require all subcontractors to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment.
- E. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Design-Builder shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and

nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction.

- F. The Design-Builder and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Design-Builder and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District.
- G. Design-Builder shall maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- H. Design-Builder shall protect the Work, material, and/or equipment to be incorporated therein, whether in storage on or off the Site, and under the care, custody, or control of the Design-Builder or the Design-Builder's Subcontractors.
- I. Design-Builder shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- J. Design-Builder shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Design-Builder for the Project, which will cover all Work performed by the Design-Builder and its Subcontractors.

1.5 SAFETY PROGRAM

- A. Prior to commencing Work at the Site, Design-Builder shall submit a Safety Program Plan specifically tailored for this Project and this Site 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 Plan 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 during the course of the Work.
- B. The Design-Builder's Safety Program Plan shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code SS 8350 et seq).
- C. Plan shall comply with the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards.
- D. Design-Builder shall keep copies of all health and safety-related plans on the Project Site at all times.
- E. Receipt and/or review of the Safety Program Plan by District or Architect shall not relieve Design-Builder of any responsibility for complying with all applicable safety regulations.
- F. It is essential that Design-Builder and each Subcontractor implement an effective and vigorous site-specific Safety Program for the Work.

- G. The Design-Builder shall have sole responsibility for Project safety, and shall be solely responsible for providing a safe workplace
- H. Safety Program Plan 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): This Plan shall describe the 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. Permit-Required Confined Space Program: (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit-required space entry is allowed only through compliance with a permit-required confined 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-required spaces during entry operations.
 4. A written and certified workplace hazard assessment as required by OSHA and Cal OSHA, updated on a regular basis, and maintained on site. The certified hazard assessment shall be made available immediately upon request by the District, the Architect, or the Inspector of Record.
- I. Supply sufficient hard hats to properly equip all employees, workers, and visitors. Hard hats shall be mandatory as per CAL OSHA Construction Safety orders.
- J. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Design-Builder shall provide PPE to all personnel under Design-Builder's direction and responsibilities.
- K. After review by District and Architect, the implementation and enforcement of all Safety-related plans shall become the responsibility of the Design-Builder and Site Safety Officer. The Design-Builder shall notify the District in writing of any changes to Safety-related plans.

1.6 SAFETY PRECAUTIONS

- A. The Design-Builder shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage injury or loss to:
1. Employees on the Work and other persons who may be affected thereby
 2. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Design-Builder's Subcontractors or Sub-subcontractors
 3. Other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Design-Builder shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement,

utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Design-Builder shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

4. The Design-Builder shall at all times maintain good housekeeping practices to reduce the risk of fire damage.
 5. Good housekeeping practices shall be maintained continually on all areas of the Project Site and the Work. District may request that the Design-Builder hire additional staff or help until housekeeping in a work or storage area is improved. All scrap materials, rubbish and trash shall be removed daily from in and about the building and shall not be permitted to be scattered on adjacent property.
- B. Suitable storage space shall be provided outside immediate building areas for storing flammable materials and paints. Excess flammable liquids being used inside the building shall be kept in closed metal containers and be removed from the building during unused periods.
 - C. A fire extinguisher shall be available at each location where cutting or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of incombustible material shall be used to protect against fire damage due to sparks and hot metal. When temporary heating devices are used, a watchman shall be present to cover periods when other workmen are not on the premises.
 - D. The Design-Builder shall provide fire extinguishers in accordance with all OSHA and Cal OSHA requirements, and the recommendations NFPA Bulletins Nos. 10 and 241.

1.7 REQUIREMENTS FOR EXISTING SITES

- A. Provide substantial barricades as required to protect site occupants and assets
- B. Deliver materials to building area over route(s) designated by Drawings and coordinated with the District.
- C. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- D. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.
- E. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a licensed land surveyor or civil engineer, and all lawfully required maps and records shall be filed with county and local authorities at no cost to the District. All related filing and plan check fees shall be paid by Design-Builder.
- F. Design-Builder shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation,

protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Design-Builder.

- G. The Design-Builder, at Design-Builder's expense, will remove all mud, water, or other elements as may be required for the proper protection of existing improvements, and prosecution of the Work.
- H. Protect all other property at the Site or adjacent thereto as required, such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

1.8 SAFETY AND EMERGENCY CONDITIONS

- A. Emergency Action: In an emergency affecting the safety of persons or property, the Design-Builder shall take any action necessary, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Design-Builder on account of an emergency shall be determined as provided herein. Emergency conditions shall be any condition at the Site which has the actual or potential for significant adverse effects to persons or property, whether or not resulting from the Design-Builder's operations.
- B. Accident Reports: The Design-Builder shall promptly report in writing to the District all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the District and Campus Police Department.
- C. The District's Representatives and Project Inspector, as appropriate, shall be notified of the existence of such a condition, but shall not be called upon to perform any emergency service. The fact that the District may not respond to the emergency condition shall not be used as an excuse by the Design-Builder to neglect immediate action; nor will the District or its Representatives be liable for any resulting condition. The fact that a representative of the Design-Builder may not be present when emergency conditions occur shall not relieve the Design-Builder from an immediate response to the situation which shall return the disruption to normalcy.
- D. If the emergency circumstances are not the result of any fault or neglect of the Design-Builder, the Contract time shall be adjusted to reflect the actual direct effect of such actions to the then critical path of the Construction Progress Schedule. The foregoing notwithstanding, adjustments of the Contract Price or the Contract Time for actions taken by the Design-Builder in response to emergency circumstances shall be subject to the Design-Builder's strict compliance with all other applicable provisions of the Contract Documents relating to notices and time for delivery of notices.

1.9 SAFETY SIGNS AND BARRICADES

- A. The Design-Builder shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.
- B. Design-Builder shall properly protect the Work:
 - 1. With lights, guard rails, fencing, temporary covers and barricades.
 - 2. Enclose excavations with proper barricades.
 - 3. Brace and secure all parts of the Work against to protect against inclement weather and to prevent accidents.
- C. Provide such additional forms of protection that may be necessary under during the course of the Work.
- D. Design-Builder shall provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Design-Builder shall be responsible for the protection in excess of such minimum requirements as required.
- E. Design-Builder shall prevent unauthorized persons from the entering the Work Site(s).

1.10 CONTROL OF SITE

- A. Design-Builder shall ensure that no alcohol, firearms, weapons, or controlled substances are present on the Project Site. Design-Builder shall immediately remove from the Site and terminate from this Project the employment of any employee found in violation of this provision.

1.11 SITE SECURITY

- A. Design-Builder shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities, and property at the Site, including prevention of theft, loss, and/or vandalism by persons lawfully present on the Site, including non-working times. Design-Builder's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site, 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 Design-Builder shall repair all damage to District's property resulting from Design-Builder's failure to provide adequate security measures.

Design-Builder shall maintain a lock on all Construction access gate at all times. Design-Builder shall appoint one person to monitor access through the gate and maintain the sign-in/out list. Alternatively, Design-Builder may provide a full-time security guard at the gate to control access and maintain the sign-in/out list. The sign in/out list shall be available to District at

anytime upon request. If District determines that the gate has been left unlocked, Design-Builder shall, if requested by District, provide a full-time guard at no additional expense to the District.

- C. The Design-Builder and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.
- D. Design-Builder shall supply all security fencing, barricades, lighting, and other security measures as required to protect and control the Site.
- E. The Design-Builder shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion.

1.12 OPERATORS OF MOBILE EQUIPMENT SAFETY

- A. Under Federal and State Safety requirements, Design-Builder must certify that all operators of mobile equipment including but not limited to forklifts, cranes, man-lifts, scissor and boom lifts, and similar equipment are required to have been trained and/or certified on the proper operation of such equipment. Copies of equipment training and certification records shall be forwarded, upon request, to District, Project Manager and Architect.

1.13 SAFETY REQUIREMENTS

- A. Design-Builder shall meet and comply with requirements of current local, State and Federal regulations.
- B. Design-Builder shall meet and comply with the following rules:
 - 1. The Design-Builder will provide and maintain at the Site first-aid supplies that comply with the current Occupational Safety and Health Regulations.
 - 2. Hard hats shall be worn at all times. (This includes welders when using welding hoods)
 - 3. Sleeved shirts shall be worn at all times. (No tank tops)
 - 4. If required, Fire Retardant Clothing (FRC) shall be supplied by Design-Builder for all their employees.
 - 5. One Hundred Percent (100%) Fall Protection Policy: All subcontract employees shall comply with Fall Protection Policy. The Policy simply states, "Anytime employees are working from an unprotected elevation of six (6) feet or more, fall protection must be used." Working, as stated above, means while traveling, stationary, or anytime exposed to a fall from a surface not protected by approved handrails, cable or some other approved fall elimination device. Adherence to this policy is a requirement of your Subcontract.
- C. Hazards Control:
 - 1. When use or storage of any hazardous materials or equipment, or unusual method is necessary for execution of the Work, the Design-Builder shall exercise utmost care and

carry on such activities under supervision of properly qualified personnel. The Design-Builder shall notify the District any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

2. Store volatile wastes in covered metal containers and remove from premises daily.
 3. Prevent accumulation of wastes that create hazardous conditions.
 4. Provide adequate ventilation during use of volatile or noxious substances.
- D. 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.
- E. Provide accident information on the forms provided by Design-Builder. This information shall be provided on the same day as the occurrence of said incident, and shall be submitted to District within a reasonable time.

1.14 ADDITIONAL SAFETY CONTROLS

- A. According to industry practices, it is the responsibility of the Design-Builder and subcontractors of every tier to exercise reasonable care to prevent work-related injuries and property and equipment damage at the Project site, as well as minimize risk to the public and third-party property. The Design-Builder, all sub-contractors, suppliers, and installers shall undertake loss control prevention practices according to the requirements set forth by federal, state and city laws, statutes, and the specific procedures developed for this Project.
- B. Design-Builders and subcontractors participating in the project will be expected to comply with the following safety and loss control requirements:
1. All sub-contractors, suppliers, and installers shall identify their contact person(s) to the Design-Builder.
 2. Follow District procedures regarding dealing with the media, including, but not limited to, TV, Radio, and Newspaper.
 3. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
 4. Smoking is prohibited on the Project site.
 5. Controlling access to the construction site is a very high priority, and Design-Builders will be required to take whatever preventative measure, such as barriers, fencing, etc., as outlined in the contract specifications.
 6. Construction personnel cannot enter District property other than the construction site unless accompanied by District personnel, and they are allowed only 'incidental' contact with students. Violations of these requirements by any construction employee will result in a

mandatory background check of that employee – including fingerprinting – as required by state law.

7. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other Local, State, and Federal appropriate code and requirements.
 8. All Design-Builders must attend the pre-construction safety meeting.
 9. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice from the District.
 10. Design-Builder personnel and subcontractor personnel at all levels will refrain from interacting with campus staff or students unless required to prevent an unsafe situation. Personnel found speaking to staff or students for any reason unrelated to the Work or Safety shall be removed from the site and not be allowed to return.
 11. All Design-Builders' 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 Design-Builder. Any employee disregarding this policy shall be removed from the site until further notice from the District.
 12. The Design-Builder 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.
 13. Theft or willful damage to any property of the District, student, or other campus or District personnel will be prosecuted fully by the District.
 14. 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 from the district.
- C. The Design-Builders and all sub-contractors, suppliers and installers participating in the Project will further be expected to comply with the following safety and loss control requirements:
1. The Emergency Response Plans (with particular emphasis on access and egress routes).
 2. Any Design-Builders' employee observed providing or selling cigarettes or other smoking materials to students shall be removed from the job site until further notice from the District.
 3. All Design-Builders will agree to conduct and fund post-injury drug screening of their employees. Those employees failing the test will be removed permanently from the job site.
 4. The District has the right to instruct the Design-Builder to correct an unsafe act or condition. If the Design-Builder 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 Design-Builder for the costs associated with the correction.

5. The District may require a follow-up meeting or contact if there is a death, serious and willful claim, serious disabling injury, adverse loss experience, major fire, or serious third-party claim.
 6. Any Design-Builder displaying, in the opinion of the Design-Builder or District, a repeated disregard for safety can be removed from the job-site.
- D. All Design-Builders will advise those non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

1.15 HAZARD COMMUNICATION PROGRAM SAFETY

- A. Design-Builder shall have a copy of the Design-Builder's Hazard Communication Program which shall be forwarded to the District, Project Manager and Owner's Rep/Engineer, and a copy is required to be in the possession of the Design-Builder on the Site. Documentation of employee Hazard Communication Training must be established by the Design-Builder prior to commencement of work.
- B. Any potential hazardous material or chemical brought onto the project is required to be accompanied by a Material Safety Data Sheet (MSDS). Copies of the MSDS shall be forwarded to the District, Owner's Rep/Engineer Project Manager and Project Inspector before the product is brought onto the project.
- C. Design-Builder is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Design-Builder is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.
- D. Design-Builder is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Design-Builder agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.
- E. Design-Builder shall notify the District, Architect, Project Manager and Project Inspector before any chemical/material creating noxious or toxic fumes is used.

1.16 SHORING AND STRUCTURAL LOADING

- A. The Design-Builder shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work.
- B. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the

Design-Builder. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction.

- C. The Design-Builder shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Design-Builder at no cost to the District.

1.17 TRENCH EXCAVATION

- A. Trenches Greater Than Five Feet.

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

- B. Excavation Safety.

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

- C. No Tort Liability of District.

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

- D. No Excavation Without Permits.

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

1.18 SAFETY AND ELECTRICAL STANDARDS

- A. The Design-Builder shall comply with all safety and electrical standards to ensure that all its employees are protected by Ground Fault Circuit interrupters as required, throughout the course of the Design-Builder's work.
- B. The Design-Builder is responsible for installation of any and all temporary power service for the project and shall provide it with Ground Fault Interrupter Protection with no additional cost to the District.

1.19 HAZARDOUS SUBSTANCES

- A. Non-Utilization of Asbestos Material.

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NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE **USED** IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.

Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

See Specification Section 01412 – Hazardous Materials, for requirements related to discovery and mitigation of hazardous materials

- B. The Design-Builder shall not receive, use or store at the Site any hazardous substance unless contained in a container labeled with the original label applied by the Manufacturer of such substance. The Design-Builder shall maintain at the Site and forward to the District, Architect, Project Manager and Project Inspector copies of the most current material safety data sheets with respect to each hazardous substance received, used or stored at the Site by the Design-Builder.
- C. The Design-Builder shall immediately forward to the District, Architect, Project Manager and Project Inspector any updated material safety data sheets.
- D. The Design-Builder shall properly label and inform the District, Architect, Project Manager and Project Inspector of any systems containing hazardous substances used or maintained at the Site by the Design-Builder. Prior to the receipt of such materials at the Site, the Design-Builder shall submit a list of all materials which the Design-Builder intends to receive, use or store at the Site that are classified as hazardous substances pursuant to applicable federal, state or local Employee or Community Right to Know statutes, regulations or requirements.

1.20 SAFETY SURVEYS

- A. Inspector of Record may conduct periodic safety surveys of the project. Any safety discrepancy observed will be reported to the appropriate Design-Builder Site Safety Representative for immediate correction.
- B. District, Architect, and/or Inspector of Record safety surveys do not, without any limitation, relieve the Design-Builder of their primary responsibility to self-inspect the Work and equipment, and to conduct the Work in a safe manner.
- C. Design-Builder shall provide the District, Architect, and Project Inspector with Monthly Design-Builder Accident Statistics Reports.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01540

SECTION 01700

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected and full-functional testing completed, and that Work is complete in accordance with Contract Documents and ready for College District's Representative review.
- B. Provide submittals to College District's Representative that are required by governing or other authorities.
- C. Submit Final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Closeout documents and final payment shall be per phase and per 4CD project ID number. Prop 39 projects have a hard deadline for closeout at the State Chancellor's Office of June 28, 2019. All contractor close-out documents and final payments need to be completed by
- E. Contractor shall be responsible for complying with Proposition 39 requirements for all Prop 39 funded projects. Contractor is required to report all on-site full time employee and trainee/apprentice hours worked on this project on a Form J after project completion. Contractor must complete the sections at the top and bottom of the form and sign the form. See attached 'Sample Form J' for reference on what will be required from Contractor at the end of the project. Contractor will also provide detailed itemized invoices after project completion to meet PG&E and Proposition 39 requirements. If invoices are found to not be in enough detail, the Contractor will be required to revise the invoices and submit new ones

PART 2 - CLOSEOUT DOCUMENTS

2.01 PROJECT RECORD DOCUMENTS

- A. Maintain during construction period, on site, one set of the following record documents; record actual revisions to the Work. Development and maintenance of documents shall be reviewed not less than monthly at a regularly scheduled progress meeting.
 - 1. Contract Drawings
 - 2. Contract Specifications
 - 3. Addenda
 - 4. Executed Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples

6. Manufacturer's Instructions for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by College District.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda, Change Orders, or other modifications.
- F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction, including:
 1. Measured horizontal and vertical locations of below slab utilities and appurtenances referenced to permanent surface improvements.
 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 3. Field changes of dimension and detail.
 4. Details not on original Contract Drawings.
- G. Stamp Record Drawings and Specifications cover sheet with "RECORD DOCUMENTS" for identification.
- H. Submit documents to College District's Representative prior to Request for Final Application for Payment.
- I. All record and shop drawings shall be submitted in both electronic and full size paper sets.
 1. Electronic Media Formats: Electronic media formats shall be Adobe PDF and AutoCAD.
 - a. Adobe PDF files shall have chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Adobe PDF copy shall include all Project Record Drawings, updated Specification Manuals, tables, charts, drawings, codes and all other matters reflected in hard copies. Adobe PDF files shall be delivered on unique CD-ROMs or flash drives containing Adobe PDF files of each completed project AS-BUILT Record Drawing and the complete Specifications Manual with all changes made during the Project.

- b. In addition to the Adobe PDF file copies, professionally drafted AutoCAD project AS-BUILT Record Drawing DWG files shall be delivered showing both design and as-built information. AutoCAD layouts shall be provided allowing for the reproduction of a complete set of plans as needed.

2.02 OPERATION AND MAINTENANCE DATA

- A. Submit data on 8-1/2 x 11-inch text pages, bound in three-D side-ring binders with durable covers. Submit three (3) hard copy sets for each campus/location. Submit one electronic copy in word-searchable format such as Adobe pdf, with sections separated using bookmarks.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", Campus Name, Building Name, Title of Project (including 4CD project number), and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below, with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, typed or printed on 24-pound white paper as follows:
 1. Part 1: Directory, listing names, addresses, and telephone numbers of College District's Representative, Contractor, subcontractors and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section, including a sequence of operations for systems. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.

- c. Certificates,
 - d. Photocopies of warranties and bonds.
- E. Submit one (1) draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with College District's Representative's comment. Revise content of all document sets as required prior to final submission.
- F. Submit three (3) sets of revised final volumes (a separate set at each campus/location, split by 4CD project ID number) prior to Request for Final Application for Payment.

2.03 WARRANTIES

- A. Provide duplicate copies.
- B. Execute and assemble transferable warranty documents from subcontractors, suppliers and manufacturers.
- C. Provide Table of Contents and assemble in three D-side ring binder with durable cover.
- D. Submit warranties to College District's Representative prior to Request for Final Application for Payment.
- E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

2.04 SPARE PARTS AND MAINTENANCE MATERIALS DATA

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to Project site, place in location as directed, and obtain receipt prior to Request for Final Application for Payment.

PART 3 - EXECUTION

3.01 FINAL CLEANING

- A. Execute final cleaning prior to final project inspection.
- B. Clean all existing surfaces; Remove dust and debris including areas previously concealed that have been exposed in the course of the Work, regardless of whether they will be concealed by subsequent work.
- C. Clean equipment and fixtures with cleaning materials appropriate to the surface and material being cleaned. Remove all labels, not pertinent to identification or operation.
- D. Replace filters of all operating equipment within or serving the construction area.

- E. Clean debris from all drainage systems.
- F. Remove waste and surplus materials, rubbish, and temporary construction facilities from the project site.
- G. Failure to remove items as specified may result in payment being withheld until removal is accomplished or may result in a reduction in payment to compensate the College District for providing removal on behalf of the contractor.

3.02 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.03 TRAINING

- A. See Section 01820.

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Sample Form J

PROP 39 PROJECT CLOSE-OUT FORMS

Prop 39 Application No.: CONTRA-1314-013

CCC PROPOSITION 39 JOB CREATION TRACKING REPORT (FORM J)

Contract Completion Report

District	Contra Costa Community College District	Contract	
Description	Year 1 DVC EMS and CCC HVAC Upgrades	Contract Duration	
Date		Company Name	
		Under Contract With	

Instructions:

California Community College Districts are required to report, at the completion of each project utilizing Proposition 39 funds, the "Total On-Site Work Hours" that have been created in performing the work, and the total number of employees that worked on the project. The contractor is required to complete this Job Creation Tracking Report as a condition of the contract with the district and submit it to the district as a part of the closeout documents and as a condition for receiving final payment. Contractor to verify hours reported with payroll applications. Reported hours shall be consistent with California DIR reports for each project.

Please fill in blue shaded areas below with the required information.

Contra Costa College

Project ID	Project Description	Employee On-Site Work Hours*	Trainee & Apprentice On-Site Work Hours*	Total No. of Employees Working on Project
CONTRA-1314-013-02	PAC Boiler Retrofit			

*Note: "On-Site Hours" is defined as the total number of hours of utilization of each employee/trainee - apprentice associated with that specific project ID.

I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE.

Signature _____ Title _____
 Print Name _____ Date: _____
 Company _____

Contra Costa Community College District
 Mechanical and Controls Design-Build Project
C-1129 PAC Boiler Replacement
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C-1131 AT Packaged Unit Replacement

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PROP 39 PROJECT CLOSE-OUT FORMS

Prop 39 Application No.: CONTRA-1314-013

**CCC PROPOSITION 39 JOB CREATION TRACKING REPORT (FORM J)
 Contract Completion Report**

District	Contra Costa Community College District	Contract	
Description	Year 1 DVC EMS and CCC HVAC Upgrades	Contract Duration	
Date		Company Name	
		Under Contract With	

Instructions:
 California Community College Districts are required to report, at the completion of each project utilizing Proposition 39 funds, the "Total On-Site Work Hours" that have been created in performing the work, and the total number of employees that worked on the project. The contractor is required to complete this Job Creation Tracking Report as a condition of the contract with the district and submit it to the district as a part of the closeout documents and as a condition for receiving final payment. Contractor to verify hours reported with payroll applications. Reported hours shall be consistent with California DIR reports for each project.
Please fill in blue shaded areas below with the required information.

Contra Costa College

Project ID	Project Description	Employee On-Site Work Hours*	Trainee & Apprentice On-Site Work Hours*	Total No. of Employees Working on Project
CONTRA-1314-013-03	PAC Chiller Retrofit			

*Note: "On-Site Hours" is defined as the total number of hours of utilization of each employee/trainee - apprentice associated with that specific project ID.

I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE.

Signature _____ Title _____
 Print Name _____ Date: _____
 Company _____

Contra Costa Community College District
 Mechanical and Controls Design-Build Project
C-1129 PAC Boiler Replacement
C-1130 PAC Chiller Replacement
C-1131 AT Packaged Unit Replacement

D-1044 Campus-Wide EMS Upgrades
D-4017 Mechanical Equipment Retrofit
P-4022 AHU Replacement

PROP 39 PROJECT CLOSE-OUT FORMS

Prop 39 Application No.: CONTRA-1314-013

CCC PROPOSITION 39 JOB CREATION TRACKING REPORT (FORM J)

Contract Completion Report

District	Contra Costa Community College District	Contract	
Description	Year 1 DVC EMS and CCC HVAC Upgrades	Contract Duration	
Date		Company Name	
		Under Contract With	

Instructions:

California Community College Districts are required to report, at the completion of each project utilizing Proposition 39 funds, the "Total On-Site Work Hours" that have been created in performing the work, and the total number of employees that worked on the project. The contractor is required to complete this Job Creation Tracking Report as a condition of the contract with the district and submit it to the district as a part of the closeout documents and as a condition for receiving final payment. Contractor to verify hours reported with payroll applications. Reported hours shall be consistent with California DIR reports for each project.

Please fill in blue shaded areas below with the required information.

Diablo Valley College

Project ID	Project Description	Employee On-Site Work Hours*	Trainee & Apprentice On-Site Work Hours*	Total No. of Employees Working on Project
CONTRA-1314-013-01	Campus-Wide EMS Upgrades - Various Buildings			

*Note: "On-Site Hours" is defined as the total number of hours of utilization of each employee/trainee or apprentice associated with that specific project ID.

I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE.

Signature _____ Title _____
 Print Name _____ Date: _____
 Company _____

END OF SECTION

SECTION 01810

PRE-COMMISSIONING AND COMMISSIONING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedures for pre-commissioning.
- B. Procedures for commissioning.

PART 2 - PROCEDURES FOR PRE-COMMISSIONING

2.01 PROCEDURES FOR PRE-COMMISSIONING

- A. Pre-commissioning adjustments and tests shall be made by Design-Builder as specified herein and as required by governing codes, regulations, manufacturer's recommendations, and good construction requirements. Design-Builder shall adjust, calibrate, and test equipment and devices installed under these specifications. Except as otherwise specified, Contract or shall furnish labor, materials, tools, and instruments required to perform the work.
- B. Except as otherwise specified, Design-Builder shall render all services and do all work required to place each type of equipment installed by him/her, including auxiliaries, and wiring, in operating condition to the satisfaction of the College District. Individual systems and items of equipment shall be completed in a sequence that will permit systematic checkout and trial operation of each such component before it is incorporated in the initial operation. Design-Builder shall provide supervision and other workers required to make adjustments and correct deficiencies during initial equipment checking.
- C. Certain calibration and test procedures may involve personnel or work being furnished by other subcontractors to the Design-Builder. Design-Builder shall arrange working crews and schedule so that calibration will be performed in one operation.
- D. Work shall be performed as necessary to meet construction schedules, without regard to normal shift schedules or overtime
- E. Personnel performing adjustments and tests shall be qualified and experienced. Adjustments and tests shall be performed as many times as is necessary to assure proper operation of equipment and systems and quality of materials and workmanship
- F. If tests reveal unsatisfactory materials or workmanship, such materials or installation shall be repaired or replaced by Design-Builder to satisfaction of the College District.
- G. Equipment and instrumentation furnished by Design-Builder (including gauges, switches, thermometers, and other device which are part of major equipment assemblies furnished by Design-Builder) shall be assembled, tested, adjusted, and calibrated as required for correct and reliable operation.

- H. Design-Builder shall prepare inspection and test procedures for systems in which the equipment is installed and submit to the College District for approval. Inspection and test procedures information shall include but not be limited to the following:
1. Identification of material or article to be pre-commissioned.
 2. List of test equipment.
 3. Detailed sequential instructions and test objective.
 4. Measurement characteristics and required measuring equipment.
 5. Acceptance and rejection criteria.
 6. Allowable adjustment, repair or rework.
 7. Requirements for data recording and reporting.
- I. Pre-commissioning tests and inspections shall be performed for all equipment, materials, and systems installed by Design-Builder, as specified herein and in accordance with equipment manufacturer's recommendations. Ensure that equipment manufacturer's representative is present during pre-commissioning tests.
- J. Pre-commissioning tests shall be tests and checks required by these specifications to verify correct assembly and installation of equipment and systems.
- K. Coordinate commissioning work with Division 23 and 25 work.
- L. Design-Builder shall submit pre-commissioning test and inspection report for each item of equipment or system which verifies and documents tests and inspections performed. When manufacturer's service representative has been involved, report shall include verification by that representative that the equipment or system is ready for operation.

PART 3 - PROCEDURES FOR COMMISSIONING

3.01 PROCEDURES FOR COMMISSIONING

- A. The College District will retain an independent commissioning agent to lead and conduct the commissioning process.
- B. Design-Builder shall provide labor, equipment, and services to place systems and equipment into service. Regular and overtime payrolls and all other contingencies in connection with the checkout and initial operation of equipment shall be included as part of Design-Builder's lump sum contract price. Procedures for equipment start-up shall conform to manufacturer's procedures.
- C. The College District will furnish operating personnel to work under Design-Builder's supervision during startup, checkout, and initial operation. Design-Builder shall provide other workers required to make adjustments and correct deficiencies during equipment commissioning and initial operation. It is anticipated that commissioning will be in progress continuously over extended periods of time. Workers required of Design-Builder shall be

on site as required by the College District. Coordinate commissioning work with Section 250000 work.

- D. The final commissioning work shall be witnessed and approved by the College District's inspector of record, and the College District's Representative.
- E. Design-Builder shall furnish and apply all oils, greases, and other lubricants and materials required to place equipment in condition ready for operation and acceptance. Design-Builder shall provide temporary gauging required during checkout and operation of equipment and systems.
- F. After systems have been commissioned to satisfaction of the College District, College District's Representative, Design-Builder, and equipment manufacturers, the plant will be considered commissioned and ready for operation.

END OF SECTION

SECTION 01820

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Procedures for demonstration of equipment and systems operation and instruction of up to 15 College District maintenance personnel. Note each campus and the district office operate independent of each other, so separate training is required at each campus and at the district office with a separate group of people and on equipment specific to each site.

1.02 RELATED SECTIONS

- A. The "Agreement for Mechanical and Control Design-Build Project" apply to this section
- B. Individual sections: Specific requirements for demonstrating equipment and systems.

1.03 QUALITY ASSURANCE

- A. When so specified in individual sections, provide demonstration and instruction to College District personnel, performed by a representative recommended by the equipment or system manufacturer.
- B. Demonstration and instruction shall be specific to each type of equipment or system. At a minimum, demonstration and instruction shall include: operations theory; maintenance; trouble shooting/repair; and calibration.
- C. Submit reports within one week after completion of demonstrations indicating that demonstrations and instructions have been satisfactorily completed. List time and date of each demonstration and hours devoted to demonstration and instruction, and list names of persons present.

1.04 PREPARATION

- A. Verify equipment and systems have been inspected and put into operation; testing, adjusting and balancing has been performed, and equipment and systems are fully operational.
- B. Furnishing training materials, books, etc. to each participant attending the training classes and have copies of completed operation and maintenance manuals at hand for use in demonstrations and instructions.

1.05 DEMONSTRATION AND INSTRUCTION

- A. Prior to acceptance of equipment or systems, demonstrate operation and maintenance of equipment and systems to College District's maintenance personnel as scheduled.

- B. Use operation and maintenance manuals as basis of instruction. Review contents of manual with personnel in detail to explain all aspects of operations and maintenance.
- C. Demonstrate start-up, operation, control adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment or system at agreed upon times, at equipment or systems location.
- D. Prepare and insert additional data in operations and maintenance manuals when need for additional data become apparent during instruction.
- E. Provide systems training to the College District's maintenance personnel. Training shall include systems descriptions, control sequence of each system, and control, maintenance, and alarm set points. This training shall be performed in conjunction with the temperature control system training (see Specification Section 25 00 00). Provide training handouts for 12 participants. Conduct training in (4) 4-hour sessions for each system. Training shall be separately performed at each campus and at the district office for specific equipment at each location (3 total locations). See subsequent specification sections in Divisions 23 and 25 for additional training requirements.

1.06 TIME ALLOCATED FOR INSTRUCTIONS

- A. Amount of time required for instruction on each item of equipment and system shall be as specified in individual sections.

END OF SECTION

Exhibit "D"
Registered Subcontractors List
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Design-Builder acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Design-Builder or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Design-Builder acknowledges and agrees that, if Design-Builder fails to list as to any subcontractor of any tier who performs any portion of Work, the Agreement is subject to cancellation and the Design-Builder will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]