

HUMBOLDT STATE UNIVERSITY

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LIBRARY & THEATER ARTS SEISMIC RETROFIT

Bid Number:PW17-6
Bid Opening Date: Friday, August 10, 2018
Bid Opening Time: 3:00 p.m.

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**IFB #PW17-6, EXHIBIT A
NOTICE TO CONTRACTORS**

LIBRARY & THEATER ARTS SEISMIC RETROFIT

**Humboldt State University
1 Harpst Street, Arcata, CA 95521-8299**

The Trustees of the California State University will receive sealed bid proposals in the Student & Business Services Building Conference Room in Suite 345, at the above address, for furnishing all labor and materials for construction of the above-named Project, Invitation for Bids Number PW17-6, for the Humboldt State University. Proposals will be received in the above-mentioned room until 3:00 p.m. on Friday, August 10, 2018, in accordance with the contract documents, at which time the proposals will be publicly opened and read.

In general, the work consists of the seismic retrofit and systems upgrades at the Library and Theater Arts Buildings in accordance with the plans and specifications prepared by Suarez-Kuehne Architecture; 2412 14th Avenue, San Francisco, CA 94116; John S. Suarez, Architect; telephone: 415-242-1400; e-mail: johns@skarch.com. Architect's {or Engineer's} construction estimate is \$17,883,745.00.

Plans and specifications may be opened and/or downloaded at <https://procurement.humboldt.edu/bids/construction>.

A pre-bid walkthrough has been scheduled for Tuesday, July 10, 2018, at 10:00 a.m. Interested bidders should assemble at Room 179 in the Student & Business Services Building on the campus. It is strongly recommended that contractors attend this walkthrough, as it may be the only time bidders can walk through the project area with the Design Architect (or Engineer).

Each bidder offering a proposal must comply with Bidding provisions of Article 2.00 *et seq.* in the Contract General Conditions. Bidders must be prequalified with the Trustees and submit their prequalification applications no less than ten (10) business days prior to the bid due date. To apply, Bidders shall go to the following "PlanetBids" website, register, log in and then select the Prequalification tab.

"California State University, Office of the Chancellor, Vendor Portal"
(<https://www.planetbids.com/portal/portal.cfm?CompanyID=15331>)

Direct any prequalification questions to the Trustees' Prequalification Administrator at cocm.prequal@calstate.edu.

The Trustees require the successful bidder to achieve three percent (3%) DVBE participation in contracting construction projects as established in the bidding documents, and bidders shall identify the DVBEs to be used to satisfy this requirement in their bids. For bid evaluation purposes only, the Trustees is granting a DVBE bid incentive as described in Exhibit C, Contract General Conditions for Design-Bid-Build Major Projects, Section 2.13.g. Bidders shall contact the Trustees' DVBE Coordinator at A.Gail.Dungan@humboldt.edu or 707-826-3307.

Each bidder shall be familiar with all the provisions of the Contract General Conditions and Supplementary General Conditions, especially the Insurance Requirements for the CSU Builders Risk Insurance Program (BRIP) and for the CSU Owner-Controlled Insurance Program (OCIP). This project will be enrolled into the BRIP, and may be enrolled into the OCIP, if so specified in the Supplementary General Conditions. If OCIP is applicable to this project, Bidders may review OCIP documents online at <http://www.calstate.edu/cpdc/CM/OCIP.shtml>.

This project is a public works project and is subject to prevailing wage rate laws (Contract General Conditions, Article 4.02). All contractors and all tiers of subcontractors who will work on this project shall register to bid and work on public works projects with the Dept. of Industrial Relations, and maintain current this registration pursuant to Labor Code section 1725.5. For more information, go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

It will be the responsibility of each bidder to obtain a bid proposal package in sufficient time to fulfill requirements therein. Bid proposal packages are obtainable only by prequalified contractors, licensed in the State of California with a B (General Building Contractor) license, and registered with the DIR to bid public works projects. The bid packages must be requested from the Trustees, located at Humboldt State University, Contracts & Procurement, 1 Harpst Street, Arcata, CA 95521; Attention: A. Gail Dungan, 707-826-3307, A.Gail.Dungan@humboldt.edu.

**IFB #PW17-6, EXHIBIT B
BID PROPOSAL FORM**

**LIBRARY & THEATER ARTS SEISMIC RETROFIT
HUMBOLDT STATE UNIVERSITY**

**1 Harpst Street
Arcata, CA 95521**

To the Trustees of the California State University, on behalf of the State of California (hereinafter called the Trustees):

The undersigned bidder hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the coordination, construction and services required to provide seismic retrofit and systems upgrades at the Library and Theater Arts Buildings as shown in the contract documents, which makes up the Base Bid in IFB #PW17-6, Library & Theater Arts Seismic Retrofit, at Humboldt State University, and hereby agrees to enter into contract for IFB #PW17-6 if this offer is accepted by the Trustees.

TOTAL AMOUNT OF BASE BID: \$ _____ LUMP SUM
(Use figures only)

The above amount is to be stated in figures only and is the total amount bid for the entire contract work including all applicable taxes. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. The bidder agrees that if there are any discrepancies or questions in the figures, the Trustees will use the lower figure despite the bidder's intent. The Trustees reserve the right to reject any and all bids and to waive any irregularities. The architect's construction estimate (and the construction budget) for this project is \$17,883,745.00.

ALTERNATES

The following alternates are an integral part of this proposal, and to be responsive, the bidder shall quote for the Base Bid, and also for the following listed alternative(s).

Library (L) Additive Alternate No. 1 – Boiler Replacement \$ _____ Lump Sum
See Exhibit F, Specification Section 01 03 00, Part 1.5 Schedule of Alternates.

Library (L) Additive Alternate No. 2 – Main Entry Exterior Improvements \$ _____ Lump Sum
See Exhibit F, Specification Section 01 03 00, Part 1.5 Schedule of Alternates.

Library (L) Additive Alternate No. 3 – Main Entry Guard Rail Replacement \$ _____ Lump Sum
See Exhibit F, Specification Section 01 03 00, Part 1.5 Schedule of Alternates.

Library (L) Additive Alternate No. 4 – Level 2 Toilet Room Renovations \$ _____ Lump Sum
See Exhibit F, Specification Section 01 03 00, Part 1.5 Schedule of Alternates.

Theater Arts (TA) Additive Alternate No. 1 – Mechanical Controls Replacement \$ _____ Lump Sum
See Exhibit H, Specification Section 01 03 00, Part 1.5 Schedule of Alternates.

Theater Arts (TA) Additive Alternate No. 2 – Mechanical Equipment Replacement \$ _____ Lump Sum
See Exhibit H, Specification Section 01 03 00, Part 1.5 Schedule of Alternates.

Theater Arts (TA) Additive Alternate No. 3 – Lighting LED Replacement \$ _____ Lump Sum
See Exhibit H, Specification Section 01 03 00, Part 1.5 Schedule of Alternates.

BASIS OF AWARD

(CA PCC 10780.5(c)) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the trustees before the first bid is opened. A responsible bidder who submitted the lowest bid as determined by this section shall be awarded the contract, if it is awarded. This section does not preclude the Trustees from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible bidder has been determined. Refer to Specification Section 01 03 00 Bid Alternates.

BIDDING INSTRUCTIONS

Bidder must submit its bid on this Bid Proposal Form, completely filled out and in a sealed envelope with those other forms due at the time and date of the Bid Opening, see Exhibit M, and delivered to Student & Business Services Building, Conference Room 345, at Humboldt State University, before 3:00 p.m. on Friday, August 10, 2018, or it will be disregarded. The Trustees will only accept bids from prequalified contractors with current California State License Board-issued B, General Building Contractor license and current California Department of Industrial Relations Public Works Registration number.

The bid is subject to the provisions contained in the Contract General Conditions (note especially Article 2.00 *et seq.* regarding instructions to bidders), and the bidder agrees that failure to comply with the conditions thereof shall be basis for rejection of this bid.

SPECIFY THE NUMBER OF EACH ADDENDUM YOU HAVE RECEIVED ON THE LINE BELOW.

DVBE Participation / Request for DVBE Bid Incentive

The Trustees require the successful bidder to achieve three percent (3%) DVBE participation in contracting construction projects as established in the bidding documents. Bidder will list its DVBE subcontractors/suppliers with its bid. Bidders shall contact the Trustees' DVBE Program Advocate at A.Gail.Dungan@humboldt.edu.

The Trustees are granting a DVBE Bid Incentive, for bid evaluation purposes only, in accordance with the Contract General Conditions (for Design-Bid-Build Major Projects, Article 2.13, and for Design-Bid-Build Minor Projects, Article 2.11). The Bidder shall indicate whether Bidder is requesting the DVBE Bid Incentive by checking the appropriate response below, therefore exceeding the 3% DVBE participation requirement. Bidder commits to subcontract at least the percentage of DVBE participation of its net bid price as stated below with one or more DVBE(s).

DVBE Participation	Incentive
3.00% to 3.99%	None
4.00% to 4.99%	1%
5.00% to 5.99%	2%
6.00% or more	3%

Bidder is requesting the DVBE Bid Incentive: Yes ☐ No ☐

Bidder shall indicate below its Total DVBE Participation Percentage Commitment:

3% Mandatory Requirement + _____ % DVBE Incentive = _____ % Bidder's Total DVBE Participation Percentage Commitment.

BIDDER'S BOND

Bidder shall enclose with this Proposal Form bidder's security in the amount equal to at least ten (10) percent of the amount of bid in accordance with Article 2.06-c of the Contract General Conditions for Design-Bid-Build Major Projects. If the Trustees award a contract to the Bidder, and Bidder then fails to execute the contract, Bidder shall forfeit its bidder's security to the State.

TIME OF COMPLETION AND LIQUIDATED DAMAGES: Time is of the essence. As described in the Project Manuals, Section 01 01 00 Summary of Work:

- **Contractor shall achieve Substantial Completion no later than Friday, July 26, 2019.** Substantial completion is defined as a condition in which the area affected by the Project is fully ready to be used for its intended purpose safely by the campus and public, in which Construction Areas are returned to the University for full use, and for which not less than a Certificate of Conditional Occupancy has been received from the Campus Deputy Building Official.
- **Contractor shall achieve Total Completion no later than Friday, October 11, 2019.** Total completion is defined as a condition in which all work is fully complete for the Project including all punch list items, all quality control issues, all conditions of the contract including, but not limited to Record Documents, warranties and completion documents, have been fully submitted and accepted by the University, and for which a Final Certificate of Occupancy has been granted by the Campus Deputy Building Official.
- **Liquidated damages of Five Hundred Dollars and No Cents (\$500.00) will be assessed for each calendar day Total Completion is delayed beyond the time prescribed.**

-End of Bid Proposal Form-

CONTRACT GENERAL CONDITIONS FOR DESIGN-BID-BUILD MAJOR PROJECTS



THE CALIFORNIA STATE UNIVERSITY

Prepared by:
OFFICE OF THE CHANCELLOR
CAPITAL PLANNING, DESIGN AND CONSTRUCTION

(www.calstate.edu/cpdc/cm)

Revised January, 2017

Revisions Made to Contract General Conditions for Design-Bid-Build Major Projects since last update:	
Article	Revision Description
2.02-b	Added link to PlanetBids and language re: adjustments
2.04-c	No riders/modifications on bidder's bonds
3.03	No riders/modifications on payment and performance bonds; will accept rider to increase the contract amount only
4.06-a(4)(a)	Automobile Insurance and Environmental Insurance
7.01	Updated to include provisions of AB626

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SAMPLE FORMS

CONTRACT GENERAL CONDITIONS FOR DESIGN-BID-BUILD MAJOR PROJECTS

1.00 DEFINITIONS

Acceptance – When the Project has been completed in all respects in accordance with the Plans and Specifications, and the Contract has been otherwise fully performed by the Contractor, to the full satisfaction of the Trustees, the Trustees will accept the Project as complete.

Addendum - A document issued by the Architect during the bidding period that modifies or supersedes portions of the Contract Documents.

Agreement - A form that is executed by both the Contractor and the Trustees, that provides the Work will be done in accordance with the Contract Documents, as approved and on file with the Trustees and as incorporated into the Contract Documents by reference.

Allowance – Allowances are allocations of the Contract Amount to portions of the Work that could not be specified sufficiently for competitive bidding.

Architect - The person or organization, including the authorized representatives thereof, commissioned by the Trustees for the design of the Project. For projects on which an engineer or landscape architect is commissioned instead of an architect, the term “Architect” shall mean the design professional so commissioned for the Project.

Bid Date - Shall mean the day on which bid proposals for a project are opened.

Bidder - Any person or business entity acting directly or through an authorized representative who submits a proposal for the Work.

Business Day – Calendar day excluding Saturdays, Sundays, national holidays and state holidays; same as Working Day.

Capital Planning, Design and Construction - Department within Business and Finance, a division in the Office of the Chancellor of the California State University, responsible for all major capital outlay projects.

Change Order - A written agreement entered into after the award of the Contract that alters or amends the executed Contract.

Construction Administrator - The person delegated by the Trustees to manage the construction phase of the Project, and authorized to approve changes to the Contract.

Construction Documents – The Contract General Conditions, Plans, Specifications, and Addenda related to the bidding and construction of the Project.

Construction Inspector - The Inspector on the Project site who receives technical direction from the Architect and administrative direction from the Construction Administrator.

Construction Schedule – The Contractor’s time use plan for completing the Work within the Contract Time.

Contract - The Contract Documents which collectively represent the entire agreement between the Trustees and the Contractor, and which supersede any prior negotiations, representations, or agreements either written or oral.

Contract Amount – The amount of compensation stated in the Agreement for the performance of the Work, as adjusted by Change Order.

Contract Documents - The Bid Proposal Form, Notice to Contractors, Plans, Specifications, Addenda, Agreement, Bonds, Contract General Conditions, Supplementary General Conditions, Special Conditions, Change Orders, and any other documents so designated by the Trustees.

Contractor - The person or business entity that has entered into this Agreement with the Trustees.

Contract Time – The period of time, set out in Calendar Days, established in the Contract Documents within which the Work must be completed. The Contract Time may be adjusted by time extensions through Change Orders.

Day – Unless otherwise indicated herein, Day is a calendar day.

Executive Facilities Officer – University official who oversees the capital outlay process.

Field Instruction - A written order from the Trustees to the Contractor, signed by the Construction Administrator.

Plans - The drawings prepared by the Architect and approved by the Trustees, which include elevations, sections, details, material and equipment schedules, diagrams, information, notes, or reproductions or any of these, and which show the location, character, dimension, or details of the Work.

Prevailing Wages - The general prevailing rate of wages identified by the Director of the Department of Industrial Relations of the State of California pursuant to section 1770 of the Labor Code.

Progress Schedule – The periodically updated Construction Schedule that reflects the actual progress of the Work and impacts on the Work thereby maintaining a current projected date of completion. Impacts on the Work include, but are not limited to, anticipated delays, re-sequencing of tasks, and Change Orders.

Project - The total Work required by the Contract.

Project Manager - The on-site representative of the Construction Administrator, but without the authority to approve changes to the Contract.

Project Schedule – The time use plan for completing the entire Project from selection of service providers through occupancy. Major tasks included in the Project Schedule are consultant selection and award, design, code approvals, bid and award, construction, move-in, and closeout.

Site - The area specified in the Contract for the Project and the area made available for the Contractor's operation.

Specifications - The instructions and requirements prepared by the Architect, which complement the Plans and describe the manner of performing the Work or the quantities, qualities and types of materials to be furnished.

State – State of California.

Subcontractor - Contractor that is under contract to the Contractor or another subcontractor for completion of a portion(s) of the Work.

Superintendent - The representative of the Contractor at the construction site, who is authorized to receive instructions from the Architect and the Trustees, and who is authorized to direct the performance of the Work on behalf of the Contractor.

Supplier or Vendor - Any person or business entity that contracts with the Contractor to provide materials or equipment.

Trustees - The Board of Trustees of the California State University and their authorized representatives who act on behalf of the Trustees. See also Executive Facilities Officer and Construction Administrator.

University - The California State University campus upon which the Project is located and the University President and other University officers and employees acting within the scope of their duties.

Work - That which is proposed to be constructed or done under the Contract, including the furnishing of all labor, materials, and equipment.

Working Day – Day excluding Saturdays, Sundays, national holidays and state holidays; same as Business Day.

2.00 BIDDING

2.01 Duty to Carefully Examine These Instructions

Prospective Bidders for this Project shall carefully examine the instructions contained herein and be cognizant of the conditions that must be satisfied before submitting a proposal, and the conditions that affect the award of the Contract.

2.02 Competence of Bidders

a. License and Public Works Registration.

(1) License.

No Bidder may bid on Work for which it is not properly licensed. The Trustees shall disregard any bid received from a Bidder who is not properly licensed (Business and Professions Code section 7028.15). Nor will the Trustees award a Contract to a Bidder who does not possess the appropriate contractor's license, which is that specified in the Notice to Contractors. Bidders participating in a joint venture must individually possess a current license when submitting the joint venture bid, and the joint venture must possess a joint venture license at the time of award (Public Contract Code section 3300).

(2) Public Works Registration with Department of Industrial Relations

The Trustees will only issue public works bids and award public works contracts to currently registered contractors and subcontractors on the Trustees' public works projects. All bidders and subcontractors of all tiers must register to bid public works projects with the Department of Industrial Relations (DIR), and obtain and maintain current registration numbers. Note: DIR will assess a penalty on any public works contractor

who allows its registration to lapse. For more information review the DIR public works registration requirements at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

The following applies to this Contract:

- A contractor will not be in violation for working on a private Project that is later determined to be public work;
- Contractor shall check the public works registration for all subcontractors that it proposes to list to ensure that each subcontractor is registered to bid public works projects with the DIR;
- An unregistered contractor or subcontractor can be replaced with one who is registered;
- A contract with an unregistered contractor or subcontractor is subject to cancellation but is not void as to past work.

b. Prequalification Rating.

The Trustees shall issue bid proposal packages only to Bidders who have prequalified with the Trustees (Public Contract Code section 10764). To prequalify, all bidders must file their prequalification applications online; and the application includes bidders' responses to a standard questionnaire, a statement of financial condition and previous experience in performing public works, all in accordance with the instructions contained in the Notice to Contractors.

Bidders shall go to: http://www.calstate.edu/cpdc/cm/contractor_prequal_bidders.shtml, under 'Contractor Prequalification' and login in to the database using the link provided ([PlanetBids](#)). Bidders shall verify the information contained in the prequalification application under oath and submit the completed prequalification application online at least ten (10) Business Days prior to the date for opening bids. The Trustees' Prequalification Coordinator must approve Bidders not less than one (1) Business Day prior to the date set for opening bids.

The Trustees' Prequalification Coordinator will review the Bidder's statement of experience and financial condition upon receipt of a complete application, check Bidder's references, and notify the Bidder of the rating that has been established based on the information contained in the application. The Bidder's assigned prequalification rating will be the maximum amount of a contract or contracts that the Bidder may undertake with the Trustees. Bidder may request an increase in its rating from the Trustees' Prequalification Coordinator. The request shall be in writing, and specify the reason(s) for increase. The Trustees' Prequalification Coordinator will review Bidder's request, check new references submitted and notify Bidder of the resulting decision. The Prequalification Coordinator's decision is final.

The Trustees shall disregard any bid received either from a Bidder that is not currently prequalified, or from a Bidder that is prequalified but the rating is not high enough to accommodate its bid. Although this prequalification permits participation in the bidding of the project, it does not mean that the Bidder satisfies the requirements of being a "responsible" Bidder. This determination occurs later in the process (see Article 2.10, Failure to be a Responsible Bidder).

c. Joint Ventures.

If two or more prospective Bidders desire to bid as a joint venture on a single project, they must file an affidavit of joint venture with the Trustees at least five (5) Days prior to the date and time set for opening bids on a form obtained from the Trustees. The affidavit of joint venture is valid only for the specific project for which it is filed. Each party to the joint venture must be prequalified, as provided herein, at least one (1) Business Day before the time set for opening bids.

If the Trustees announce that the joint venture is the successful bidder, the joint venture shall, prior to the Trustees' award of the Contract:

- 1) obtain the joint venture license (Business and Professions Code sections 7029 and 7029.1), and
- 2) register the joint venture with the Department of Industrial Relations.

2.03 Availability of Plans and Specifications

Bidders may obtain Plans and Specifications online, or at the University where the Work will be performed, or other location as designated in the Notice to Contractors, or Bidders may view them at the locations listed in the Notice to Contractors. Plans and Specifications are available only to licensed contractors, licensed subcontractors and suppliers. The Trustees may charge an amount stated in the Notice to Contractors for each set of Plans and Specifications.

The successful Bidder may purchase additional sets of Plans and Specifications at cost. Subcontractors of the successful Bidder shall receive their Plans and Specifications directly from the Contractor.

2.04 Necessity for Careful Examination of Site, Plans, and Specifications

The Bidder shall carefully examine the Site and the Plans and Specifications for the Project. The Bidder shall also investigate, and be satisfied as to the conditions to be encountered, the character and quantity of surface and subsurface materials or obstacles to be encountered, rights of way and easements at or near the site, the Work to be performed, and materials to be

furnished and as to the requirements of the proposal, Plans, and Specifications for the Project (see Article 4.11, Responsibility to Secure and Pay for Permits, Licenses, Utility Connections, Etc.). Bidder certifies that Bidder has complied with the requirements of this provision by the submission of its bid.

Any failure by the Bidder to acquaint itself with information that is available or with reasonable investigation may be available will not relieve it from responsibility to properly estimate the difficulty or cost to perform the Work. Such examination does not require independent underground soil borings unless required elsewhere.

a. Subsurface Investigations.

Where the Trustees have made investigations of subsurface conditions, and that information is made available to the Bidder, such information is limited in scope to that which has been actually encountered in the investigations, and is included only for the convenience of the Bidder.

The Trustees assume no responsibility whatsoever in respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or any interpretation of the above. There is no guarantee or warranty, either expressed or implied that the conditions indicated are representative of those that exist throughout the site or that unforeseen conditions or developments may not occur. Making such information available to the Bidder is not to be construed in any way as a waiver of this provision. The Bidder must satisfy itself through its own investigations as to the actual conditions to be encountered.

b. Differing Site Condition.

During the progress of the Work, if the Contractor encounters a subsurface or latent condition at the site that is substantially different from those indicated in the Contract Documents or made available for examination, a differing site condition may exist. The Contractor shall immediately notify the Architect and the Construction Inspector in writing of the differing site condition. The Architect shall investigate the assertion of a differing site condition by collecting the facts and applying the facts as expressed by the Architect to the appropriate provisions of the Contract Documents. If the Architect in the exercise of reasonable discretion determines that a differing site condition exists and that the differing site condition directly results in extra Work, and if the Trustees concur, the Contractor shall be entitled to a change order that shall compensate the Contractor for the extra Work.

2.05 Clarification During Bidding

The Bidder shall examine the Plans and Specifications in preparing the bid and shall report to the Architect any omissions, discrepancies, or errors found in the Plans and Specifications. Before the date of the bid opening, the Bidder shall submit a written request for clarification to the Architect, who may give such clarification in the form of an addendum to all Bidders if time permits. Otherwise, in estimating the cost of the Project, the Bidder shall consider that any conflicts shall be governed by Article 5.01, Interpretation of Contract Requirements.

Bidders are advised that the time for submitting a proposed product as “an equal” is no later than 35 Days after the award of Contract, unless otherwise specified in the Supplementary General Conditions (Public Contract Code section 3400). Refer to Article 5.04-c, Alternatives or Equals.

Only the Architect or the University Official, as identified in the Notice to Contractors, has authorization to answer questions or prepare addenda relative to the Project. Information obtained verbally from any source has no contractual authority, may not be relied upon, and shall have no standing in any event that may occur.

The Bidder is required to acknowledge each addendum on the Bid Proposal Form. Therefore, Bidder is responsible for assuring receipt of all addenda. Bidder shall confirm all addenda with designated Trustees’ official one (1) Business Day prior to bid opening.

2.06 Bidding Documents

The Trustees will identify in the Project advertisement and in the Notice to Contractors if the project is a paper submittal bid, an electronic submittal bid, or an online submittal bid. Following are forms that Bidder shall tender with its bid in either case:

a. Bid Proposal Package.

Following a request from a prequalified Bidder, the Trustees will furnish a bid proposal package, which when completely filled out and executed, may be submitted as a bid. Bids not presented using the furnished bid proposal package shall be disregarded (Public Contract Code section 10764). The bid proposal package is not transferable to another Bidder, and must be submitted in the same name as is used on the Bidder’s license and prequalification.

The Trustees’ bid proposal package contains a standard proposal form that shall be used for Bidder’s proposal. Each proposal shall give the prices proposed in the manner required by the proposal and shall be signed by the Bidder or by the Bidder’s duly authorized representative, with its address and telephone number. If an individual makes the proposal, the individual’s name, postal address, and telephone number must be shown. If made by a partnership, the proposal shall have the signature of all partners, or an affidavit signed by all partners empowering one partner as an agent to act in their behalf, and shall include the address and telephone number of the partnership. A proposal

submitted by a corporation shall show the name of the state in which the corporation is chartered, the name of the corporation, its address and telephone number, and the title of the person who signs on behalf of the corporation. The corporation shall also submit a certified copy of corporate board action that identifies and authorizes the person who may sign and submit bids for the corporation. The Trustees shall reject any proposal submitted that is not signed by the Bidder or by the Bidder's duly authorized representative.

b. Listing of Proposed Subcontractors.

For each proposed subcontractor that will perform Work, labor, or render services for the Bidder in excess of one-half of one percent of the Bidder's total bid, Bidder shall list on its bid proposal the subcontractor's name, California Contractors State License Board-issued contractor license number, California Department of Industrial Relations Public Works Registration number, and the location of the place of business. Bidder shall also state on its proposal the portion of Work or labor or rendition of services that each such subcontractor will do. For each alternative, Bidder shall list any subcontractor not included in the base contract subcontractor listing.

Within 24 hours after the deadline established for the receipt of bids, or within the timeframe specified in the Supplementary General Conditions, the Bidder must submit a completed List of Subcontractors—Additional Information form, which contains more detailed information, such as complete subcontractor names, addresses, telephone numbers, license and registration numbers, etc. (Public Contract Code sections 4104, 4105 and 4106). Bidder's submittal of a correction to a listed subcontractor's contractor license number, provided that number corresponds to the listed subcontractor's name and location, is not grounds for filing a bid protest or considering the bid nonresponsive (Public Contract Code section 4104).

(1) Non-small Business Bidders Claiming the Small Business Preference.

If a Non-small Business Bidder claims the small business preference, the proposal shall list all subcontractors certified as California small businesses, and the total of these subcontracts shall be at least 25% of the total bid price, including awarded alternatives.

(2) Disabled Veteran Business Enterprises (DVBE) Participation Requirement.

Bidder is required to achieve three percent DVBE participation on this Contract and may qualify for the DVBE bid incentive if Bidder proposes sufficient additional DVBE participation in this Contract. Trustees will calculate the Bidder's DVBE participation on the total Project bid price, including awarded alternatives. Bidder is required to achieve at least its proposed level of participation at Contract Completion.

Bidder shall list in its bid proposal, on the List of Proposed Subcontractors form, the DVBEs participating in the bid and the dollar amount of participation by each DVBE. The total of the DVBE participation amounts that Bidder provides on the List of Proposed Subcontractors shall equal at least Bidder's proposed percentage of DVBE participation. For each alternative Bidder shall list any DVBE participating in work to be performed on the alternative. The Trustees shall grant the DVBE Bid Incentive, if the total amount of DVBE participation equals at least the incentive percentage of the total bid price, including awarded alternatives.

At Contract Completion, Bidder's actual DVBE participation percentages shall be compared to the percentages proposed at bid. Bidder's failure to achieve the proposed percentages may subject Bidder to penalties (as described in Article 2.13), and/or may cause the Trustees to question the Bidder's responsibility in future Trustees' bids.

(3) List of Subcontractors—Additional Information Form.

Bidders shall indicate on this form the dollar amount of each small business (if the Bidder claimed the non-small business bid preference) and each DVBE participating in its bid.

(4) Subcontractor Directory.

The successful Bidder shall maintain current information requested on the Subcontractor Directory for all tiers of subcontractors working on the Project, and shall submit the Subcontractor Directory with its signed Contract and with all payment requests.

c. Bidder's Security.

All Bidders shall present bids under sealed cover and have enclosed an amount equal to at least ten (10) percent of the total amount bid, including alternatives (if additive), as bid security. Bidders may submit the bid security in one of the following forms: a cashier's check or certified check made payable to the Trustees, or a bidder's bond. The Trustees shall not consider any bid unless Bidder encloses one of these forms of bid security therewith (Public Contract Code section 10765). If the bid security is a bond, a corporation authorized as an admitted surety insurer to issue surety bonds in California shall execute that bond, and it shall be executed on the form prescribed by the Trustees.

For bids that are submitted electronically or online, Bidders shall present their bidder's security in electronic form when tendering their bids, and then shall submit original bidder's security within 24 hours of bid opening, or their bids will be deemed nonresponsive.

The Trustees will not accept riders or modifications of any kind on bidders' bonds, and, if presented by Bidder, may result in Bidder's disqualification as non-responsive. Bond document forms approved by the Trustees must be used without alteration.

2.07 Bid Proposals

a. Submission of Proposals.

Bidders shall submit proposals as instructed on the bid proposal. It is the responsibility of the Bidder to see that its bid is received in the proper time and location. Delays in timely receipt of the bid caused by the United States or the Trustees' mail system, independent carriers, acts of God, electronic communication failures, or any other cause shall not excuse late receipt of a bid. The Trustees shall return unopened, any bid received after the time specified in the Notice to Contractors or in any addendum (Public Contract Code sections 4104.5 and 10766).

b. Withdrawal of Proposals.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids but only by a written request from the Bidder or its authorized representative filed with the Trustees. A request to withdraw a bid that is communicated orally in person, or by use of telegram or telephone is not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. This paragraph does not authorize the withdrawal of any bid after the time fixed in the public notice for the opening of bids (Public Contract Code section 10767).

c. Public Opening of Proposals.

Proposals will be publicly opened and read at the time and place stated in the Notice to Contractors. Bidders or their agents are invited to be present (Public Contract Code section 10780).

d. Rejection of Irregular Proposals.

The Trustees may reject any proposal if it shows any alterations of forms, additions not called for, conditional bids, incomplete bids, unsigned bids, erasures, or irregularities of any kind. If Bidder changes the bid amount after the amount has been once inserted, Bidder shall initial the change.

e. Power of Attorney or Agent.

When an agent signs the proposal, a power of attorney either shall be on file with the Trustees before the opening of bids or be submitted with the proposal. Failure to submit a power of attorney may result in the rejection of the proposal as irregular and unauthorized. A power of attorney is not necessary in the case of a general partner of a partnership.

f. Waiver of Irregularities.

The Trustees reserve the right to waive minor irregularities in proposals submitted.

2.08 Competitive Bidding

If more than one bid proposal is offered by an individual or business entity or combination thereof, under the same or different names, all such bid proposals may be rejected, or the Trustees may accept the lowest proposal. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are hereby notified that any collusive agreement fixing the prices to be bid in order to control or affect the awarding of this Contract may render void any Contract awarded under such circumstances. The Bidder, by act of submitting a bid, certifies that in the preparation of the bid, no bid was received by the Bidder from a bid depository, which depository, as to any portion of the Work, prohibits, or imposes sanctions for, the obtaining by the Bidder, or the submission to the Bidder by any subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. The certification shall constitute a warranty, the falsity of which shall entitle the Trustees to pursue any remedy authorized by law and shall include the right at the option of Trustees of declaring any Contract made as a result thereof to be void (Business & Professions Code section 16600 *et seq.*).

2.09 Mistake in Bid

As required by Public Contract Code section 5100 *et seq.*, a Bidder shall not be relieved of a bid without consent of the Trustees nor shall any change be made in a bid because of mistakes. However, a Bidder may pursue relief of its bid in accordance with section 5100 *et seq.* of the Public Contract Code.

2.10 Failure to be a Responsible Bidder

In order to be considered for award of a Contract a Bidder must be a responsible Bidder (Public Contract Code section 10780). To be responsible, the Bidder, in the judgment of the Trustees, must be sufficiently trustworthy and possessed of the requisite quality, fitness, capacity and experience to satisfactorily perform the Work (Public Contract Code section 1103). Should the

Trustees question Bidder's responsibility, the Trustees shall give the Bidder an opportunity to rebut any evidence of non-responsibility, and to present evidence of responsibility. The hearing shall be informal, and an individual appointed by the Trustees to hear the matter may conduct it in whole or in part in writing. A decision concerning the Bidder's responsibility shall be mailed to the Bidder within ten (10) Days of the conclusion of the hearing.

2.11 Small Business Five Percent Bid Advantage

If a certified small business is the lowest responsive bidder, the Trustees will not calculate the five percent bid advantage for the other bidders, and will only calculate the DVBE incentive. Only another small business may displace the small business low bidder.

a. Preference for Small Businesses.

In accordance with Government Code section 14835 *et seq.*, and California Code of Regulations, Title 2, section 1896 *et seq.*, the Trustees shall give a small business bid advantage of five percent up to a maximum of \$50,000 to contracting firms that have been certified as a "Small Business" by the Office of Small Business & DVBE Services, in the Procurement Division of the Department of General Services. To receive the five percent advantage, certified small businesses shall:

- (1) Submit with the bid proposal a completed "Request for Small Business Five Percent Preference Certification" form,
- (2) Be certified Small Business upon verification in accordance with section 1896.2, having applied for certification no later than 5:00 PM on bid date,
- (3) Submit a timely and responsive bid,
- (4) Be determined to be a responsible bidder.

b. Preference for Non-small Businesses.

(1) Preference

The application of the five percent small business bidding preference is also extended to any non-small business that commits to subcontracting at least 25% of its net bid price to California certified small businesses and/or micro businesses. To receive this preference the non-small business must satisfy the following criteria:

- (a) Indicate in its bid proposal its commitment to subcontract at least 25% of its net bid amount with one or more small businesses [submit the "Request for Small Business Five Percent Preference Certification" form],
- (b) Submit a timely and responsive bid,
- (c) Be determined to be a responsible bidder,
- (d) Submit the California certified small businesses on the List of Proposed Subcontractors that is provided in the bid documents, and
- (e) Submit a List of Subcontractors - Additional Information form within 24 hours after the deadline for receipt of bids, and specify the dollar amount of each small business subcontractor's bid thereon.

(2) Penalty.

The Trustees will impose a penalty to any non-small business who receives the small business preference and does not contract 25% of its net bid price to California certified small businesses and/or micro businesses. The penalty will be two times the amount of the bid preference received. For example, if the contractor received a bid preference of \$49,000, and does not contract 25% of its net bid price with certified small businesses and/or micro businesses, then the Trustees will assess an amount to be forfeited by the Contractor of \$98,000.

c. Trustees' Reporting of Small Business Participation.

Responsive to direction from the State Legislature, the Trustees are seeking to report increased statewide participation of certified small businesses in contract awards. To this end, the successful Bidder shall inform the Trustees of any contractual arrangements with subcontractors, consultants or suppliers that are certified small businesses.

2.12 California Company; Reciprocal Preference Against Nonresident Contractors; Certification

The Trustees shall grant a California company a reciprocal preference as against a nonresident contractor from any state that gives or requires a preference to be given contractors from that state on its public entity construction contracts. The amount of the reciprocal preference shall be equal to the amount of the preference applied by the state of the nonresident contractor with the lowest responsive bid, except where the resident contractor is eligible for a California small business preference, in which case the preference applied shall be the greater of the two, but not both.

Each Bidder shall certify at the time of bid that the Bidder qualifies as a “California company,” which means a business entity licensed in California on the date of bid opening and which is one of the following:

- a. a business entity with its prime place of business in California,
- b. an out-of-state contractor whose state does not provide a local contractor preference, or
- c. an out-of-state contractor that has paid at least \$5,000 in sales or use taxes in the immediately preceding five years.

If the Bidder does not qualify as a California company, then it shall indicate the name of the state in which its principal place of business is, and the amount of the local contractor preference in that state (Public Contract Code section 6107).

2.13 Disabled Veteran Business Enterprise Participation Requirement and Incentive

California state law requires that its state agencies achieve three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts. Failure of the Bidder to comply with the DVBE requirement will cause the Trustees to deem the bid nonresponsive and the Bidder to be ineligible for award of Contract.

Bidder/Contractor understands and agrees that the DVBEs identified on the List of Proposed Subcontractors form in the bid may only be replaced by another DVBE, and the substitution must be approved by the Trustees and the Department of General Services (DGS). Trustees will document changes to the scope of Work that impact the DVBEs identified in the bid by contract change order, and will provide their decision on DVBE substitutions in writing via the subcontractor substitution process per Public Contract Code section 4100.

Failure of Bidder/Contractor to seek substitution and adhere to the DVBE participation level identified in its bid may be cause for Contract termination, recovery of damages under rights and remedies due the State, and penalties as outlined in Military and Veterans Code section 999.9 and Public Contract Code section 10115.10 or section 4110.

a. Special Definitions.

- (1) “Disabled veteran” as used herein, means a veteran of the military, naval or air service of the United States, including, but not limited to, the Philippine Commonwealth Army, the Regular Scouts, “New Scouts,” and who has at least a ten (10) percent service-connected disability and who is domiciled in the State of California.
- (2) “Disabled veteran business enterprise contractor, subcontractor, or supplier” means a person or entity that has been certified by the Office of Small Business & DVBE Services and that performs a “commercially useful function,” as defined below, in providing services or goods that contribute to the fulfillment of the contract requirements.
 - (a) A person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following:
 - (i) is responsible for the execution of a distinct element of the Work of the Contract;
 - (ii) carries out the obligation by actually performing, managing, or supervising the Work involved;
 - (iii) performs Work that is normal for its business services and functions;
 - (iv) is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and
 - (v) is not further subcontracting a portion of the Work that is greater than that expected to be subcontracted by normal industry practices.
 - (b) A contractor, subcontractor, or supplier will not be considered to perform a “commercially useful function” if the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.
 - (c) **Equipment Brokers.**
 - (i) A DVBE that rents equipment to the Trustees shall be deemed to be an equipment broker, unless one or more disabled veterans have 51-percent ownership of the quantity and the value of each piece of equipment. If the equipment is owned by one or more disabled veterans, each disabled veteran owner shall, prior to performance under any contract, submit to the Trustees a declaration signed by the disabled veteran owner stating that the owner is a disabled veteran and providing the name, address, telephone number, and tax identification number of the disabled veteran owner.

- (ii) A DVBE that rents equipment to the Trustees shall, prior to performing the contract, submit to the Trustees a declaration signed by each disabled veteran owner and manager of the enterprise stating that the enterprise obtained the contract by representing that the enterprise was a DVBE meeting and maintaining all of the requirements of a DVBE. The declaration shall include the name, address, telephone number, and tax identification number of the owner of each piece of equipment identified in the contract.
 - (iii) State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the DVBE participation requirement.
 - (iv) A DVBE that is a broker or agent and that obtains a contract pursuant to these provisions shall, prior to performing the contract, disclose to the Trustees that the business is a broker or agent. The disclosure shall be made in a declaration signed and executed by each disabled veteran owner and manager of the enterprise, declaring that the enterprise is a broker or agent, and identifying the name, address, and telephone number of the principal for whom the enterprise is acting as a broker or agent.
- (3) (a) DVBE as used herein, means a business concern certified by the Office of Small Business & DVBE Services as meeting all of the following:
- (i) The business is at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is unconditionally owned by one or more disabled veterans; a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is unconditionally owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management, control, and earnings are held by one or more disabled veterans.
 - (ii) One or more disabled veterans manage and control the daily business operations. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
 - (iii) A sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm or other foreign-based business.
- (b) Notwithstanding subdivision (3)(a), after the death or the certification of a permanent medical disability of a disabled veteran who is a majority owner of a business that qualified as a DVBE prior to that death or certification of a permanent disability, that business shall be deemed to be a DVBE for a period not to exceed three years after the date of that death or certification of a permanent medical disability, if the business is inherited or controlled by the spouse or child of that majority owner, or by both of those persons. A business is a DVBE pursuant to this subdivision under either of the following circumstances:
- (i) For the duration of any contract entered into prior to the death or certification of permanent medical disability for the sole purpose of fulfilling the requirements of that contract.
 - (ii) After the date of the majority owner's death or certification of permanent medical disability established by this subdivision for the sole purpose of providing sufficient time to make orderly and equitable arrangements for the disposition of the business, except that the business shall not enter into any new contract as a DVBE for purposes of the program if the contract would not be completed within the three-year period.

b. Participation Requirement.

In order to satisfy and be responsive to this requirement, the Bidder must meet the three (3) percent DVBE Participation requirement, which is attained when:

- (1) The Bidder is not a DVBE and is committed to use DVBE subcontractors/suppliers for not less than three (3) percent of the Contract dollar amount (including alternatives); or
- (2) The Bidder is a DVBE and is committed to performing not less than three (3) percent of the Contract dollar amount (including alternatives) with its own forces or in combination with those of other DVBEs.

c. Documentation Requirements.

The Bidder must document its satisfaction of the DVBE participation requirement. Final determination of DVBE Participation by the Bidder shall be at the Trustees' sole discretion.

(1) Required Documentation.

In addition to documentation submitted with the bid proposal on the List of Proposed Subcontractors form (see Article 2.06-b (2)), the DVBE documentation forms that must be completed are as follows, and instructions for completing the required forms correctly are included to assist the Bidder.

(a) DVBE Transmittal Form.

Bidders must fill out the DVBE transmittal form as a cover sheet to the required documents, attach and submit it and the additional required documentation. All requested DVBE documentation must be completed on the forms provided and submitted with the DVBE Transmittal Form.

(b) Summary of Disabled Veteran Owned Business Participation (Attachment 1).

Summary of Disabled Veteran Owned Business Participation, Attachment 1, must be completed showing the type of Work and company proposed for DVBE participation, their subcontractors (if any), and other related information. Complete the form providing the information as follows:

(i) Company Name: List the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.

(ii) Nature of Work: Identify the proposed Work or service to be provided by the listed company.

(iii) Contracting With: List the name of the party with which the company listed is contracting.

(iv) Tier: Identify the contracting tier using the following level designations:

0=Prime contractor;

1=First tier subcontractor/supplier;

2=Second tier subcontractor/supplier of first tier subcontractor/supplier;

3=Third tier subcontractor/supplier of second tier subcontractor/supplier; etc.

(v) Claimed DVBE Value: State the total dollar amount of the DVBE's bid.

(vi) Percentage of Bid: State the percentage (%) of the claimed DVBE's bid as it relates to the Bidder's total Project bid.

(vii) DVBE Certification: The Bidder must include one copy of the DVBE certification from the Office of Small Business & DVBE Services for each DVBE listed on the Summary of Disabled Veteran Owned Business Participation.

(c) Bidder's Certification (Attachment 2).

The Bidder must sign and include the Bidder's Certification, certifying that each DVBE listed on the Summary of Disabled Veteran Owned Business Participation (Attachment 1) complies with the legal definition of DVBE.

(d) Disabled Veteran Business Enterprise Declarations (STD. 843).

The disabled veteran owner(s) and disabled veteran manager(s) of the DVBE must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment.

(2) Time Frame for Submitting Documentation.

The full DVBE participation documentation must be submitted within 24 hours after the deadline established for the receipt of bids, or within the timeframe specified in the Supplementary General Conditions. If Bidder fails to submit full and accurate documentation by the deadline established, the Trustees will deem the bid nonresponsive, and thus ineligible for award of the Contract.

d. Use of Proposed DVBE.

If awarded the Contract, the successful Bidder must use the DVBE suppliers and/or subcontractors proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act. See Article 4.04, Substitution of Subcontractors, subsection c-Substitution of a Disabled Veteran Business Enterprise.

e. Trustees' Reporting of DVBE Participation.

Responsive to direction from the State Legislature, the Trustees are seeking to report increased statewide participation of DVBE in contract awards. To this end, the successful Bidder shall inform the Trustees of any contractual arrangements with subcontractors, consultants or suppliers that are certified DVBE.

f. Additional DVBE Information Sources.

For more information regarding DVBE certification, copies of directories or for general DVBE information, contact:
State of California, Department of General Services, Procurement Division
Office of Small Business & DVBE Services, Room 1-400, MS 210
P.O. Box 989052, West Sacramento, CA 95798-9052 (mailing address)
707 Third Street, First Floor, Room 400, West Sacramento, CA 95605 (physical address)
Telephone number: (916) 375-4940; Fax number: (916) 375-4950
E-mail: OSDSHelp@dgs.ca.gov Or, via the Internet at www.dgs.ca.gov/pd/Programs/OSDS.aspx.

g. Incentive.

In accordance with Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d), the Trustees are granting a bid incentive *for bid evaluation purposes only* to Bidders that exceed the three percent DVBE participation requirement. The level of DVBE incentive will correlate to the level of participation; that is, the more DVBE participation proposed, the higher the incentive. The bid incentives are as follows:

DVBE Participation	Incentive
3.00% to 3.99%	None
4.00% to 4.99%	1%
5.00% to 5.99%	2%
6% or more	3%

The DVBE incentive may not exceed \$100,000. When used on combination with the Small Business Preference, the cumulative adjustment amount shall not exceed \$100,000. If the lowest responsive, responsible bid is a California certified small business, for bid evaluation purposes only, the only bidders eligible for the incentive will be California certified small businesses.

h. Prime Contractor's DVBE Subcontracting Report (DVBE Subcontracting Report).

- (1) Contractor shall submit a DVBE Subcontracting Report to the Trustees at end of the Project and upon completion of the work, with the final retention payment.
- (2) In submitting the DVBE Subcontracting Report, the Contractor certifies the following information provided in the report is true and correct:
 - (a) the total amount Contractor received from the Trustees under the Contract,
 - (b) the name and address of the DVBE(s) that participated in the performance of the Contract,
 - (c) the total contracted amount for each DVBE,
 - (d) the total payment amounts made to the DVBEs; and
 - (e) the actual percentage of DVBE participation that was achieved for this Contract.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in accordance with Military and Veterans Code section 999.5(d).

i. Sanction for Contractor's Failure to Achieve the DVBE Incentive.

The Trustees will sanction any Contractor who receives the DVBE incentive and does not contract the incentive percentage dollar amount of its net bid price to DVBEs. The sanction will be no more than two times the amount of the bid incentive received. For example, if the Contractor received a bid incentive of \$49,000, and does not contract the incentive percentage dollar amount of its net bid price with DVBEs, then the Trustees will assess an amount to be forfeited by the Contractor of \$98,000.

3.00 - AWARD AND EXECUTION OF CONTRACT

3.01 Award of Contract

If the Trustees deem the acceptance of the lowest responsible bid or bids is not in the best interests of the State, the Trustees may reject all bids (Public Contract Code section 10785). If the Trustees accept the bid and award the Contract, the Trustees' award shall be made to the lowest responsible Bidder whose proposal complies with all the requirements prescribed (Public Contract Code section 10780). Such award shall be made within sixty (60) Days after the opening of the proposals.

If the lowest responsible Bidder refuses or fails to execute the Contract, the Trustees may award the Contract to the second lowest responsible Bidder. Such award shall be made within seventy-five (75) Days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the Trustees may award the Contract to the third lowest responsible Bidder. Such award shall be made within ninety (90) Days after the opening of the proposals.

The above time periods within which the award of Contract may be made are subject to such no-cost extensions as may be agreed upon in writing between the Trustees and the Bidder concerned (Public Contract Code section 10782).

3.02 Return of Bidder's Security

The Trustees may withhold Bidder's security of the second and third lowest responsible Bidders until the Contract has been finally executed. The Trustees shall return to all other unsuccessful Bidders the cashier's checks and certified checks submitted by them within ten (10) Days after the Contract is awarded, and their Bidder's bonds shall be of no further effect (Public Contract Code section 10784).

3.03 Contract Bonds

The successful Bidder shall furnish, for each Contract counterpart signed, two surety bonds in the form prescribed by the Trustees. Each bond shall be in an amount equal to 100 percent of the awarded Contract price and executed by an admitted surety insurer licensed in the State of California and listed in the latest published United States Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." Reference the following websites:

- State of California Dept. of Insurance at: <http://interactive.web.insurance.ca.gov/companyprofile/companyprofile>, and
- US Treasury listing at: <http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>.

One of the surety bonds shall guarantee faithful performance of the Contract by the Contractor and the other shall secure payment of laborers, mechanics, or materialmen employed on the Project. Such bonds are subject to the approval of the Trustees. Contract bonds shall remain in full force and effect during the term of the Contract including the one-year guarantee period, and through the ten-year limit on latent defects (Public Contract Code sections 10821-10824, Code of Civil Procedure section 337.15).

The Trustees will not accept Riders or modifications of any kind on original performance bonds and payment bonds provided at award. Bond document forms approved by the Trustees must be used without alteration.

The Trustees shall make all alterations, extensions of time, extra and additional Work, and other changes authorized by the Trustees for any part of the Contract, including determinations made under Article 7.01, Claims, without securing the consent of the surety or sureties on the Contract bonds.

Whenever the Trustees have cause to believe that the surety has become insufficient, the Trustees may demand in writing that the Contractor provide such further bonds or additional surety, as in the Trustees' opinion is necessary, considering the extent of the Work added or remaining to be done. Thereafter, the Trustees shall make no payment to the Contractor or any assignee of the Contractor until the further bonds or additional surety has been furnished (Public Contract Code section 10825). To address the insufficiency of the surety, the Trustees will accept a Rider to both bonds that will increase the Contract Amount, but such Rider shall not change any other Contract terms and conditions.

3.04 Execution of Contract

The successful Bidder shall sign each Contract counterpart and return the Contract counterparts to the Trustees, together with the Contract bonds and certification, along with other requisite documentation such as the Subcontractor Directory and certificates evidencing the required insurance coverage (see Article 4.06, Contractor's Insurance), within ten (10) Business Days of receipt from the Trustees. Reference the following Article 3.05 for failure of successful Bidder to execute the Contract timely. If the successful Bidder is a joint venture, then the joint venture shall submit with the Contract certification form a formal resolution designating the person authorized to sign on behalf the joint venture. The Contractor and the Trustees shall each sign two sets of Plans, Specifications, and addenda (usually at the preconstruction conference) one set for each party to be filed with the Contract. No Contract shall be binding upon the Trustees until it has been executed by the Contractor and the Trustees and approved by the Trustees' attorney (in the Office of General Counsel) appointed according to law and authorized to represent the Trustees (Public Contract Code section 10820).

After the Trustees' attorney has fully executed the Contract, Contractor can expect to start Work within 30 Days. The Trustees will issue to the Contractor a written Notice to Proceed. The Contractor may not begin Work before receiving the Trustees' written Notice to Proceed. Any Work performed by the Contractor before the project start date as specified on the written Notice to Proceed shall be considered as having been done at the Contractor's own risk.

3.05 Failure or Refusal to Execute Contract

Failure or refusal by the Bidder to execute the Contract within the time set in Article 3.04, Execution of Contract, shall be just cause for the Trustees' rescission of the award and the forfeiture of the Bidder's security. Failure or refusal by the Bidder to file acceptable bonds within the time set in Article 3.04 constitutes a failure or refusal to execute the Contract. If the successful Bidder fails or refuses to execute the Contract, the Trustees may award the Contract as set forth in Article 3.01, Award of Contract. On the failure or refusal of the first, second or third lowest responsible Bidder to execute the Contract, Bidder's security in each case shall be forfeited (Public Contract Code sections 10781-10783).

4.00 - CONDUCT OF THE WORK

4.01 Laws to be Observed--Generally

a. State and Federal Laws.

The Contractor shall observe all state and federal laws that affect the Work under this Contract. The Contractor shall hold harmless, defend and indemnify the Trustees against any claim arising from the violation of any law, whether by itself or its agents, employees or subcontractors. If a conflict arises between the provisions of this Contract and a law, the Contractor shall immediately notify the Architect and the Construction Administrator in writing. "Law" as used in this paragraph includes statutes and regulations adopted pursuant to statute, as well as executive orders, authoritative interpretations, and other rules and directives issued by legally constituted authority.

b. National Labor Relations Board – Compliance with Order.

In executing this Contract, the Contractor swears, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period, because of the Contractor's failure to comply with an order of a federal court that directs the Contractor to comply with an order of the National Labor Relations Board. The Trustees may rescind this Contract if Contractor falsely swears to this statement (Public Contract Code section 10296).

c. Child and Family Support Obligations

The Contractor acknowledges the policy of the state of California regarding the importance of child and family support obligations expressed in Public Contract Code section 7110(a). The Contractor acknowledges that to the best of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry that the State's Employment Development Department maintains.

d. Audit Provisions.

The contracting parties shall be subject to examination and audit by both the Trustees (or designee) of the California State University and the Auditor General of the State of California at any time during construction and for a period of three (3) years after final payment of the Contract (Government Code section 8546.7). Such examination and audit shall include access to the Contractor and the subcontractor records as delineated in the following:

- (1) The Contractor's records which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the Trustees/ Auditor General to substantiate charges related to this Contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction to adequately permit evaluation and verification of (a) the Contractor's compliance with Contract requirements and (b) compliance with provisions for pricing change orders, payments or claims submitted by the Contractor or any of his payees. The Contractor is required to have as part of the records the following reports: a detailed cost ledger reflecting total charges against the Project which present an itemization by invoice and labor costs by cost codes; a summary report identifying total Project costs by cost codes; and a subcontractor history report including each subcontract amount and change orders issued thereto.
- (2) Inspection and copying from time to time and at reasonable times and places any and all information, materials and data of every kind and character, including but not limited to records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), as they may apply to costs associated with this Contract.
- (3) The Trustees/Auditor General shall be allowed to interview any of the Contractor's employees, pursuant to the provisions of this article throughout the term of this Contract and for a period of three years after final payment or longer if required by law.
- (4) The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written Contract agreement between the Contractor and payee. Such requirements will also apply to subcontractors and sub-subcontractors, etc. The Contractor will cooperate fully and will cause all related parties and all of the Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in

furnishing or in making available to Trustees/Auditor General from time to time whenever requested in an expeditious manner any and all such information, materials and data.

- (5) The Trustees/Auditor General shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- (6) If an audit inspection or an examination in accordance with this Article discloses overcharges (of any nature) by the Contractor to the Trustees in excess of one-half of one percent (.5%) of the total Contract billings, the Contractor shall reimburse the reasonable actual cost of the Trustees/Auditor General audit to the Trustees. Any adjustments and/or payments that must be made resulting from any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 Days) from presentation of the Trustees/Auditor General findings to Contractor.
- (7) If an audit discloses overcharges on change orders, where a Contractor has submitted costs and has received payment of costs for a subcontractor's Work, but has not passed on such payment to the subcontractor (including mark-up charged), and the Contractor's records do not reflect offsetting back-charges, the Contractor shall reimburse the Trustees for such overcharges upon receipt of a request from the Trustees.

e. Building Codes.

The Contractor's Work under this Contract shall comply with the building codes identified in the Contract Documents.

f. Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

If the Contractor is a natural person, the Contractor certifies in accepting this Contract that he or she is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69).

g. Declaration of Eligibility to Contract with the State.

If the Contractor is a corporation, the Contractor certifies and declares by signing the Agreement that it is eligible to contract with the state of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code section 10286 *et seq.*).

4.02 Laws to be Observed--Regarding Labor

a. Prevailing Wage.

The Work under this Contract is a public works project (see definition of public works, Labor Code section 1720 *et seq.*) and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 California Code of Regulations sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Contractor and all subcontractors must comply with all applicable laws and regulations, and perform all obligations required by the DIR pursuant to such authority.

The prevailing wage rates set forth are the minimum that must be paid by the Contractor on a public works contract. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is liable for any penalties under section 1775(a), if the Contractor fails to comply with the requirements of section 1775(b). Contractor shall periodically review and monitor all subcontractors' certified payroll records. If Contractor learns that any subcontractor has failed to comply with the prevailing wage requirements herein, Contractor shall take corrective action.

Contractor represents and warrants that the Contract Amount includes sufficient funds to allow Contractor and all subcontractors to comply with all applicable laws and contractual agreements. Contractor shall defend, indemnify and hold the Trustees of the California State University, the University, its officers, employees and agents harmless from and against any and all claims, demands, losses, liabilities, and damages arising out of or relating to the failure of Contractor or any subcontractor to comply with any applicable law in this regard, including, but not limited to, Labor Code section 2810. Contractor agrees to pay any and all assessments, including wages, penalties and liquidated damages (those liquidated damages pursuant to Labor Code section 1742.1) made against the Trustees in relation to such failure.

(1) Hours of Labor.

Eight (8) hours of labor constitutes a legal day's work. The Contractor or any subcontractor shall forfeit, as a penalty to State, \$25.00 for each worker employed in the execution of the Contract by the Contractor or any subcontractor, for each Day during which the worker is required or permitted to work more than eight hours in any one Day and forty hours in any one calendar week, in violation of the provisions of the Labor

Code sections 1810 to 1814, thereof, inclusive. Notwithstanding the provisions of Labor Code sections 1810 to 1814, Work performed by employees of the Contractor or any subcontractor in the execution of the Contract in excess of eight hours per Day, and forty hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per Day at not less than one and one-half times the basic rate of pay as provided in Labor Code section 1815.

- (2) If it becomes necessary to employ crafts other than those listed, the Contractor shall notify the Trustees immediately, and the Trustees will ascertain additional prevailing rates and the rates thus determined shall be applicable as minimum from time of initial employment.
- (3) Pursuant to Labor Code section 1770, the Director of the DIR has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime Work for each craft needed in execution of the Contract as set forth in the Notice to Contractors. Contractor shall post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the Project site in accordance with Labor Code section 1773.2. The Trustees shall maintain copies of the prevailing rate of per diem wages, and shall make them available to any interested party upon request. Contractor shall also post job site notices as required by the DIR pursuant to Labor Code section 1771.4 (a) (2) and applicable regulations.
- (4) The Contractor and any subcontractor under subcontract to the Contractor on the Project shall comply with Labor Code section 1775, and the Contractor shall include provisions in its Contract with its subcontractors that will require compliance with Labor Code section 1775. As required by section 1775(b) the Contractor shall include a copy of the provisions of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 in the Contract between the Contractor and the subcontractor. The Contractor shall monitor its subcontractors' compliance with the prevailing wage law as required by section 1775(b). In accordance with section 1775, the Contractor and any subcontractor under the Contractor shall forfeit as a penalty to the State not more than \$200 for each Day or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any public work done under the Contract by it or, except as provided in section 1775(b), by any subcontractor under it. In addition to this penalty, the Contractor or subcontractor shall pay each worker the difference between the prevailing wage rates and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the prevailing wage rate.
- (5) In accordance with Labor Code section 1776, the Contractor and subcontractors shall keep an accurate payroll record on forms provided by the Division of Labor Standards Enforcement (or shall contain the same information as the forms provided by the division). The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division, and the printouts are verified in the manner specified herein.

Payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice or worker employed in connection with the public work. Each payroll record shall contain verification by written declaration under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor and subcontractors have complied with the requirements of Labor Code sections 1771, 1776, 1777.5, 1811 and 1815 for any work performed by its employees on the Project.

- (a) The Contractor and all subcontractors must furnish payroll records to the Labor Commissioner at least monthly and in a format prescribed by the Labor Commissioner, as required by Labor Code section 1776.
- (b) The Contractor's and subcontractors' certified payroll records shall be available for inspection at all reasonable hours or certified copies furnished upon request to the following requesting parties:
 - (i) the employee or his or her authorized representative,
 - (ii) the Trustees, the Division of Labor Standards Enforcement (DLSE), the Division of Apprenticeship Standards (DAS),
 - (iii) the public, however, a request by the public shall be made through the Trustees or the DLSE or DAS. If the requested payroll records have not been provided pursuant to paragraph (ii) above, the Contractor shall collect from the requesting party the costs of preparation by the contractor, subcontractors, and the Trustees. The public may not be given access to the records at the principal office of the Contractor.
- (c) Records made available for inspection as copies and furnished upon request to the public or any public agency by the Trustees or the DLSE or the DAS shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of

the Contractor or subcontractor awarded the contract or subcontractor performing the contract shall not be marked or obliterated.

- (d) Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number.
- (e) Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 75a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.
- (f) Any copy of records made available for inspection by, or furnished to, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to section 329 of the Unemployment Insurance Code, and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records.

Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.
- (g) The Contractor or subcontractor shall file a certified copy of the payroll records with the requesting entity within 10 Days after receipt of a written request. In the event the Contractor or subcontractor fails to comply within the 10-Day period, the Contractor or subcontractor shall, as penalty to the state or Trustees, forfeit one hundred dollars (\$100) for each Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the DLSE or the DAS, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. A contractor or subcontractor may be subject to debarment by the Labor Commissioner for failure to submit certified payrolls timely.
- (6) The Contractor is required to submit to the Trustees a minimum of the first two weeks of certified payroll and the Hourly Labor Rate Worksheet for its workers and all subcontractors included in change orders. Additional weeks of certified payroll records may be required at the discretion of the Trustees.
- (7) Consistent with Public Contract Code section 6109, the Contractor is prohibited from performing a portion of Work with a subcontractor who is debarred pursuant to Labor Code section 1777.1 or 1777.7.
- (8) Apprentices.
If the Contractor or any subcontractor employs workers on the Project in any apprenticeable craft, it may apply to any apprenticeship program in the craft in the area of the Work for a certificate approving the Contractor or subcontractor for the employment and training of apprentices. The Contractor or subcontractor shall employ the number of apprentices or the ratio of apprentices to journeymen specified in the certificate unless the conditions set out in Labor Code section 1777.5 excuse it from this requirement.

Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which they are employed and shall be employed only in the Work of the craft or trade to which they are indentured. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship agreements under which a person is training.

The Contractor or subcontractor employing journeymen or apprentices in any apprenticeable craft or trade shall contribute to the fund or funds set up in the area of Work to administer the apprenticeship program in each trade in which it employs such journeymen or apprentices in the same amount and manner as the contributing contractors.

Special attention is directed to Labor Code sections 1777.5, 1777.6 and 1777.7, and California Code of Regulations, Title 8, section 200 *et seq.* Each Contractor and subcontractor must, before commencement of Work under this Contract, contact the Division of Apprenticeship Standards, 455 Golden Gate, 8th Floor, San Francisco, California, 94102, or one of its branch offices to ensure compliance and understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

Contractor's or subcontractor's failure to comply with Labor Code section 1777.5 may result in penalties or debarment pursuant to Labor Code section 1777.7.

b. Nondiscrimination

- (1) During the performance of the Contract, the Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (2) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 *et seq.*), the regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 *et seq.*) and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2, sections 11135-11139.5 of the Government Code.
- (3) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (4) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (5) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the Agreement (Title 2, California Code of Regulations section 8107).

c. Workers' Compensation.

The Contractor shall be required to secure payment of Workers' Compensation to its employees in accordance with Labor Code section 3700 and shall file with the Trustees prior to performing the Work the certification required in Labor Code section 1861 (refer also to Article 4.06-a (1), Policies and Coverage, herein).

d. Education, Counseling, and Training Programs.

All educational, counseling and vocational guidance programs and all apprenticeship and on-the-job training programs, under this Contract, shall be open to all qualified persons, without regard to race, sex, color, religion, national origin or ancestry. Such programs shall be conducted to encourage the fullest development of the interests, skills, aptitudes, and capacities of all students and trainees, with special attention to the problems of culturally deprived, educationally handicapped, or economically disadvantaged persons. Expansion of training opportunities under these programs shall also be encouraged with a view toward involving larger numbers of participants from these segments of the labor force where the need for upgrading levels of skills is the greatest.

e. Occupational Safety and Health.

The Contractor shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. section 651 *et seq.*) and all rules, regulations, and orders adopted pursuant thereto. The Contractor shall comply with all the provisions of the California Occupational Safety and Health Act of 1973 (Labor Code section 6300 *et seq.*) and all rules, regulations and orders adopted pursuant thereto. These laws provide for job safety and health protection for workers.

The Contractor shall obtain copies of such safety orders as are applicable to the type of work to be performed and shall be governed by their requirements in all construction operations. The Contractor shall fully inform each subcontractor and materials supplier as to the requirements of the applicable safety orders.

f. Assignment of Rights Relating to Federal and State Anti-Trust Actions.

The Contractor and all subcontractors shall be bound by the provisions of Public Contract Code section 7103.5 as follows: in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the Trustees all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2, (commencing with section 16700) of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Trustees tender final payment to the Contractor, without further acknowledgment by the parties.

4.03 Environmental Requirements

Mitigation Monitoring and Reporting Programs (MMRP), which are included in California Environmental Quality Act (CEQA) documentation, provide a description of required mitigation measures associated with California State University capital projects. The Contractor shall implement those mitigation measures in the MMRP for which the Contractor has been designated the responsible party. In addition, the Contractor shall comply with the following environmental requirements.

a. Air Pollution Control.

The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to the Work performed under the Contract, including any air pollution control rules, regulations, ordinances and statutes adopted under the authority of Government Code section 11017. Contractor must be eligible to perform work for the State, and is deemed eligible if not found to be in violation of any order, resolution, or regulation relating to air or water pollution adopted in accordance with Government Code section 4477.

(1) Solvents.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, the Contractor shall ensure that all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the Project, comply with the applicable material requirements of the Air Quality Management District (AQMD). All containers of solvent, paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with these requirements.

(2) Disposal of Material.

Unless otherwise provided in the special provisions, material to be disposed of shall not be burned either inside or outside the premises.

(3) Fugitive Dust.

A regular watering program shall be initiated to adequately control the amount of fugitive dust in accordance with applicable AQMD rules. Exposed soil surfaces shall be sprayed with water at least daily and as needed to mitigate dust (see also Article 4.08-c, Protection of Facilities).

(4) Construction Vehicles and Equipment

Trucks hauling dirt from the site shall be covered in accordance with applicable state and local requirements. To reduce exhaust emissions, unnecessary idling of construction vehicles and equipment shall be avoided.

Construction equipment shall be fitted with modern emission control devices and shall be kept in proper tune.

b. Water Pollution Control.

The Contractor shall have design-build responsibilities to comply with all water pollution control rules, regulations, ordinances and statutes that apply to the Work performed under the Contract, including the California General Permit (NPDES) 2009-009-DWQ for Storm Water Discharges Associated with Construction Activities issued by the California State Water Resources Control Board (SWRCB) and as modified by order 2010-0014-DWQ, also issued by the SWRCB.

(1) Storm Water Pollution Prevention Plan.

The Contractor shall develop and implement a Storm Water Pollution Prevention Plan (SWPPP) that complies with the State of California Construction General Permit for Storm Water Discharges.

The Contractor shall contract for, or have on payroll, a California Certified Qualified SWPPP Developer (QSD). The Contractor shall be responsible for hiring or contracting for the services of a California certified Qualified SWPPP Practitioner (QSP).

The Contractor shall pay all costs associated with development and implementation of the SWPPP. [See Specifications for additional requirements.]

(2) Compliance.

The Contractor shall comply with the California General Permit for Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s), Order Number 2013-0001-DWQ. The Contractor shall comply with the University's Post Construction Storm Water Management Program requirements.

Post Construction Storm Water Management Program Best Management Program Practice (BMP) details shall be designed by a competent individual licensed to practice as a Civil Engineer in California.

(3) Maintenance Manual for Post-construction BMPs.

The Contractor shall incorporate into the Project a maintenance program for post-construction BMPs that will be permanent components of the completed project. The maintenance program shall be delivered in a

bound manual. The manual shall meet the requirements described in the California Stormwater Quality Association's (www.casqa.org) New Development & Redevelopment BMP Handbook.

c. Sound Control Requirements.

The Contractor shall comply with all sound control and noise level rules, regulations and ordinances that apply to the Work. In the absence of any such rules, regulations and ordinances, the Contractor shall conduct its Work to minimize disruption to others due to sound and noise from the workers, and shall be responsive to the Trustees' requests to reduce noise levels.

The Contractor shall not cause or allow sounds to be produced in excess of 65 decibels measured at the job site between the hours of 7:00 p.m. and 7:00 a.m. The Contractor shall not cause or allow sounds to be produced in excess of 85 decibels measured at the job site between the hours of 7:00 a.m. and 7:00 p.m. without the consent of the University.

Each internal combustion engine, used for any purpose on the Project or related to the Project, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without a muffler.

Loading and unloading of construction materials will be scheduled so as to minimize disruptions to University activities. Construction activities will be scheduled to minimize disruption to the University and to University users.

d. Environmental Clearances.

The Contractor shall provide state and federal agencies all information necessary for environmental clearances and other authorizations necessary for this Project. The Contractor shall comply with the provisions, including giving notices during construction when so required. The Trustees shall not compensate the Contractor for the delays in obtaining environmental clearances and authorizations. However, the Trustees will grant an appropriate extension of time in accordance with the provisions in Article 4.15-g, Adjustment of Contract Time Due to Reasons Beyond Trustees' Control, if the Contractor demonstrates to the satisfaction of the Trustees that it has made every reasonable effort to obtain the requisite clearance or authorizations, and cannot obtain it in a timely manner.

e. Source of Aggregates.

The Public Contract Code section 10295.5 requires that no State agency shall purchase or utilize sand, gravel, aggregates, or other minerals unless the source is on an eligible list identifying operations that have met certain requirements of the Surface Mining and Reclamation Act of 1975 (Public Resources Code section 2710 *et seq.*). Accordingly, the Contractor shall submit to the Trustees documentation that it is complying with the requirements of this law in purchasing these materials.

f. Archaeological Finds.

If the Contractor discovers any artifacts during excavation and/or construction, the Contractor shall stop all affected Work and notify the Trustees, who will call in a qualified archaeologist designated by the California Archaeological Inventory to assess the discovery and suggest further mitigation, as necessary.

If the Contractor discovers human remains, the Contractor shall notify the Trustees who will be responsible for contacting the county coroner and a qualified archaeologist. If the remains are determined to be Native American, the Trustees shall contact the appropriate tribal representatives to oversee removal of the remains.

g. Integrated Waste Management.

Pursuant to the State Agency Integrated Waste Management Plan (Public Resources Code, Division 30, Part 3, Chapter 18.5), the California State University shall divert 50% of all solid waste generated in construction activities from landfill disposal or transformation facilities through source reduction, recycling and composting. Contractor shall report all source reduction, recycling and composting relative to this Project to the Trustees. Refer to Specifications for further requirements.

4.04 Substitution of Subcontractors

The Contractor shall not substitute any subcontractor in place of a subcontractor listed in its bid proposal except as authorized in the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 *et seq.*).

a. Bond Requirements.

It is the Trustees' interpretation of section 4108 of the Public Contract Code that the Contractor must clearly advertise the specific bond requirements for the Project, including the requirement of a bond, the kind of a bond, and the amount of the bond, in order to be eligible to substitute a subcontractor under section 4107(a) (4) of the Public Contract Code.

b. Substitution of a Small Business Subcontractor.

After award of the Contract based in part on the application of the small business preference, the Non-Small Business Contractor shall use the small business subcontractor(s) and/or suppliers listed in its bid proposal unless a substitution

is requested in writing to the Trustees, and the Trustees approve the substitution in writing before the commencement of any Work. The substitution request must include at least the following:

- (1) An explanation of the reason for the substitution.
- (2) The Contractor must substitute a small business with another small business. If the small business substitution cannot occur, the Contractor must include a written justification and the steps that were taken to try to acquire a new small business subcontractor and how that portion of the contract will be fulfilled.
- (3) A description of the Work to be performed, identified both as a task(s) and as a dollar amount or percentage of the overall contract that the substituted business will perform. The substituted business(es), if approved, shall be required to perform a commercially useful function in the contract pursuant to California Code of Regulations section 1896.6.

Any substitution of subcontractors shall be performed in accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 *et seq.*). Failure of the Contractor to subcontract with the small business listed on its bid proposal or to follow these substitution requirements may be grounds for the Trustees to notify the Department of General Services to impose sanctions pursuant to Government Code section 14842.5 or Code of Regulations section 1896.16. In the event such sanctions are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to Code of Regulations sections 1896.18 and 1896.20.

c. Substitution of a Disabled Veteran Business Enterprise.

The Contractor shall use the Disabled Veteran Business Enterprise (DVBE) companies listed in its bid proposal on the List of Proposed Subcontractors form, unless a substitution is requested in writing to the Trustees, and the Trustees and the Department of General Services (DGS) approve the substitution in writing before the commencement of any Work. The substitution request must include at least the following:

- (1) An explanation of the reason for the substitution.
- (2) A written description of the business enterprise to be substituted, including its business status as a sole proprietorship, partnership, corporation or other entity, and the DVBE certification status of the firm, if any.
- (3) The Contractor must substitute a DVBE with another DVBE. If the DVBE substitution cannot occur, the Contractor must include a written justification and the steps that were taken to try to acquire a new DVBE subcontractor and how that portion of the contract will be fulfilled.
- (4) A description of the Work to be performed identified both as a task(s) and as a dollar amount or percentage of the overall contract that the substituted business will perform.

The request for substitution of a DVBE and the Trustees' and DGS approval or disapproval cannot be used as an excuse for noncompliance with any other provision of law, including, but not limited to, the Subletting and Subcontracting Fair Practices Act (Sections 4100 *et seq.*, Public Contract Code) or any other contract requirements relating to substitution of subcontractors.

d. Subcontractor Directory.

The Contractor shall have submitted a Subcontractor Directory with the Contract in accordance with Article 2.06-b (4). If any listed firms have been substituted without approval by the Trustees in accordance with section 4107(a) of the Public Contract Code, or if subcontractors are added and perform Work in excess of one-half of one percent of base Contract, penalties are applicable per section 4110 of the Public Contract Code.

4.05 Delegation of Performance and Assignment of Money Earned

The performance of all or any part of this Contract may not be delegated without the written consent of the Trustees. Consent will not be given to any proposed delegation that would relieve the Contractor or its surety of their responsibilities under the Contract.

The Contractor may assign moneys due, or to become due under the Contract, only upon written consent of the Trustees. Assignments of moneys earned by the Contractor shall be subject to proper retention in favor of the Trustees and to all deductions provided for in the Contract, and such moneys shall be subject to use by the Trustees for the completion of the Work in the event the Contractor is in default.

4.06 Insurance Requirements

- a. The Contractor shall not commence Work on the site until it has obtained all the insurance required in this Article, and such insurance has been approved by the Trustees. This Project shall be enrolled in the Trustees' Builders Risk Insurance Program, for which the provisions of Article 4.06-c shall apply. This Project may be enrolled in the Trustees' Owner Controlled Insurance Program ("OCIP"), and if so, the provisions of Article 4.06-b shall apply. Contractor shall refer to the Supplementary General Conditions to determine if this Project is enrolled in OCIP.

- (1) Policies and Coverage
 - (a) The Contractor shall obtain and maintain for the term of the Contract the following policies and coverage:
 - (i) Comprehensive or Commercial Form General Liability Insurance on an occurrence basis, covering work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage and contractual liability. The aggregate limit shall apply separately to the work.
 - (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired and non-owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.
 - (iii) Workers' Compensation including Employer's Liability Insurance as required by law.
 - (b) The Contractor also may be required to obtain and maintain the following policies and coverage:
 - (i) Environmental Impairment Liability Insurance should the work involve hazardous materials, such as asbestos, lead, fuel storage tanks and PCBs.
 - (ii) Other Insurance by agreement between the Trustees and the Contractor.

- (2) Verification of Coverage.
The Contractor shall submit original certificates of insurance and endorsements to the policies of insurance required by the Contract to the Trustees as evidence of the insurance coverage. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the work is accepted as completed pursuant to Article 8.01, Acceptance. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

- (3) Insurance Provisions.
Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 4.07. The insurance policies shall contain, or be endorsed to contain, the following provisions:
 - (a) General and Automobile Liability Policies.
 - (i) General Liability policies: the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers and agents are to be covered as additional insureds.
 - (ii) Automobile Liability: Contractor shall use Insurance Service Office (ISO) Form Number CA 0001 covering any auto.
 - (b) For any claims related to the work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, their officers, employees, representatives, volunteers and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (c) The Contractor shall immediately upon receipt of any notice of cancellation or any notice of non-renewal of any insurance required under this Article 4.06, provide written notice of any such insurance cancellation or non-renewal by certified mail to the Trustees.
 - (d) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

- (4) Amount of Insurance.
 - (a) For All Projects.
The insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following ('M' indicates millions):

Comprehensive or Commercial Form General Liability Insurance – Limits of Liability					
	Contract Amount	Up to \$2M	\$2M+\$0.01 to \$5M	\$5M+\$0.01 to \$10M	\$10M+\$0.01 and Over
General Aggregate		\$2M	\$5M	\$10M	\$10M
Each Occurrence – combined single limit for bodily injury and property damage		\$1M	\$5M	\$10M	\$10M

- (ii) Business Automobile Liability Insurance – Limits of Liability (Each Accident–combined single limit of bodily injury and property damage to include uninsured and underinsured motorist coverage.)

Vehicle Type	Autos or Pickup Trucks (up to one-ton)	Dump Trucks or Semi-trucks (hauling materials or equipment)		
Each Accident	\$2M	\$5M		

- (iii) Workers' Compensation limits as required by law with Employer's Liability limits of \$1,000,000. These requirements and limits are the same for all size contracts.

- (b) For Projects Involving Hazardous Materials.

The Contractor shall provide additional coverage in amounts not less than the following:

- (i) Environmental Impairment (pollution) Liability Insurance – Limits of Liability

Contract Amount	Up to \$5M	\$5M+\$.01 and over
General Aggregate	\$10M	\$10M
Each Occurrence – combined single limit for bodily injury and property damage, including clean-up costs.	\$5M	\$10M

- (ii) In addition to the coverage described in 4.06-a (4)(a)(ii), Business Automobile Liability Insurance, the Contractor shall obtain for hazardous material transporter services:

- (A) MCS-90 endorsement.
(B) Sudden & Accidental Pollution endorsement – Limits of Liability*
\$2M Each Occurrence
\$2M General Aggregate

* These requirements and limits are the same for all size contracts. A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, the Contractor may delegate the responsibility to provide this additional coverage, as described in this Article 4.06-a (4) (b) above, to its hazardous materials subcontractor. When the Contractor returns its signed Project construction phase agreement to the Trustees, the Contractor shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. The Contractor shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all of the requirements in Article 4.06-a: (2) Verification of Coverage and (3) Insurance Provisions. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as the Contractor fully executes its subcontract with the hazardous materials subcontractor, or within 30 days of the Notice to Proceed, whichever is less.

- (5) Acceptability of Insurers.
Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A:VII, or shall be a carrier otherwise acceptable to Trustees.
- (6) Subcontractor's Insurance.
Contractor shall ensure that its subcontractors are covered by insurance of the types required by this Article, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's work. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained.
- (7) Miscellaneous.
- (a) Any deductible under any policy of insurance required in this Article shall be the Contractor's liability.
- (b) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the Contract.
- (c) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from Contract sums otherwise due to the Contractor.

- (d) If the Trustees are damaged by the failure of the Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
- (e) The Contractor's obligations to obtain and maintain all required insurance are nondelegable duties under this Contract.

b. Owner Controlled Insurance Program (OCIP).

The Trustees shall enroll any Project awarded with a Contract Amount of ten million dollars or more in this program. Contractor shall refer to the Supplementary General Conditions to determine if this Project is enrolled in this program, and shall disregard these provisions of Article 4.06-b if not.

The Trustees have established an Owner Controlled Insurance Program, or OCIP; which will provide to Enrolled Parties (as defined below) Workers' Compensation and Employer's Liability insurance, Commercial General Liability insurance, and Excess Liability insurance, as summarily described below, in connection with the performance of the Work (OCIP Coverage). The OCIP is more fully described in the insurance manual (Insurance Manual) for the Project, which can be downloaded from <http://www.calstate.edu/cpdc/CM/OCIP.shtml>. Parties performing labor or services at the Project site are eligible to enroll in the OCIP, unless they are Excluded Parties (as defined below). The Trustees have designated Alliant Insurance Services, Inc. as the OCIP Administrator (OCIP Administrator).

(1) Enrolled Parties and their Insurance Obligations.

OCIP Coverage shall cover Enrolled Parties. Enrolled Parties are: the Trustees as the Owner, the OCIP Administrator, Contractor and eligible subcontractors of all tiers that enroll in the OCIP, and such other persons or entities as Trustees may designate, in its sole discretion (each party insured under the OCIP is an "Enrolled Party").

For all Enrolled Parties, the obligation to obtain Comprehensive or Commercial Form Liability Insurance, set out under Article 4.06-a(1)(a)(i), and the obligation to obtain Workers' Compensation including Employer's Liability Insurance, set out under Article 4.06-a(1)(a)(iii) shall be deemed satisfied upon enrollment in the OCIP, for all on site activities. All Enrolled Parties must still comply with all other provisions of Article 4.06-a, including providing Business Automobile Liability insurance for all activities, and providing Comprehensive or Commercial Form Liability insurance for off-site activities, providing Workers' Compensation/Employer's Liability Insurance for off-site activities, and providing any other insurance required under Article 4.06-a, or under any Supplementary General Conditions.

(2) Excluded Parties and Their Insurance Obligations.

The OCIP Coverage does not cover the following "Excluded Parties":

- (a) Hazardous materials remediation, removal and/or transport companies and their consultants;
- (b) Heavy demolition. Selective demolition as an incidental part of a larger contract is included.
- (c) Architects, surveyors, engineers, and soil testing engineers, and their consultants;
- (d) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;
- (e) Contractor and each of its respective subcontractors of all tiers that do not perform any actual labor on the Project site; and
- (f) Any other party or entity not specifically identified herein, that is excluded by Trustees in its sole discretion, even if they are otherwise eligible.

Excluded Parties must fully comply at all times with the requirements of Article 4.06-a.

(3) OCIP Insurance Policies Establish the OCIP Coverage.

The OCIP Coverage and exclusions summarized in this Article 4.06-b and in the other Contract Documents are set forth in full in their respective insurance policies. The summary descriptions of the OCIP Coverage in this Article 4.06-b or the Insurance Manual are not intended to be complete or to alter or amend any provision of the OCIP Coverage. In the event any provision of this Article 4.06-b, the summary below, the Insurance Manual, or the Contract Documents conflicts with the OCIP insurance policies, the provisions of the OCIP insurance policies shall govern.

(4) Summary of OCIP Coverage.

OCIP Coverage shall apply only to those operations of each Enrolled Party performed at the Project site in connection with the Work, and only to Enrolled Parties that are eligible for the OCIP. OCIP coverage shall not apply to ineligible parties, even if they are erroneously enrolled in the OCIP. An Enrolled Party's

operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such off-site operations are identified and are dedicated solely to the Project. OCIP Coverage shall not cover off-site operations until receipt by Contractor or its Subcontractor of any tier of written acknowledgment of such coverage from the OCIP Administrator.

A summary of the coverage provided under the OCIP is set out below:

Coverage	Limits
(a) Workers' Compensation Insurance This insurance is primary for all occurrences at the Project site	Statutory Limit
(b) Employer's Liability Insurance Bodily Injury by Accident, each accident..... Bodily Injury by Disease, each employee..... Bodily Injury by Disease, policy limit..... This insurance is primary for all occurrences at the Project site.	\$1,000,000 \$1,000,000 \$1,000,000
(c) Commercial General Liability Insurance (Written on most current ISO Occurrence Form, or its equivalent) Each Occurrence Limit..... General Aggregate Limit for all Enrolled Parties..... Products & Completed Operations Aggregate for all Enrolled Parties..... Ten (10) Years Products & Completed Operations Extension This insurance is primary for all occurrences at the Project site.	\$2,000,000 \$4,000,000 \$4,000,000
(d) Excess Liability Insurance (over Employer's Liability & General Liability)	\$100,000,000
(5) Trustees' Insurance Obligations. Trustees shall pay the costs of premiums for the OCIP Coverage. Trustees will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. Contractor hereby assigns to Trustees the right to receive all such adjustments, and shall use its best efforts to ensure that each of its subcontractors of every tier assigns to Trustees the right to receive all such adjustments. Trustees assume no obligation to provide insurance other than that specified in this Article, and in the OCIP insurance policies. Trustees' furnishing of OCIP Coverage shall in no way relieve or limit, or be construed to relieve or limit, Contractor or any of its subcontractors of any tier of any responsibility, liability, or obligation imposed by the Contract Documents, the OCIP insurance policies, or by law, including, without limitation, any indemnification obligations which Contractor or any of its Subcontractors has to Trustees thereunder. Trustees reserve the right at their option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the Contract Documents.	
(6) Contractor's OCIP Obligations. Contractor shall: (a) Incorporate the terms of these Contract General Conditions into in all subcontract agreements. (b) Enroll in the OCIP within five (5) days of execution of the Contract and maintain enrollment in the OCIP for the duration of the Contract, and assure that each of Contractor's eligible subcontractors of every tier enroll in the OCIP, and maintain enrollment in the OCIP for the duration of their respective subcontract within five (5) days of subcontracting and prior to the commencement of Work at the Project site. (c) Comply with all of the administrative, safety, insurance, and other requirements outlined in this Article 4.06-b, the Insurance Manual, the OCIP Safety Manual, the OCIP insurance policies, or elsewhere in the Contract Documents. (d) Provide to each of its Subcontractors of every tier a copy of the Insurance Manual, and ensure subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this Article, and the Contract Documents. The failure of either (1) Trustees to include the Insurance Manual in the bid documents or (2) Contractor to provide to each of its eligible subcontractors of every tier a copy of the same, shall not relieve Contractor or any of its subcontractors from any of the obligations contained therein. (e) Acknowledge, and require all of its subcontractors of every tier to acknowledge, in writing, that Trustees and the OCIP Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP Insurer"), that neither	

Trustees nor the OCIP Administrator are responsible for any claims or disputes between or among Contractor, its subcontractors of any tier, and any OCIP Insurer(s), and that neither Trustees nor OCIP Administrator guarantees the solvency or the availability of limits of any OCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP Coverage that Contractor or its subcontractors of any tier require for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor's or its subcontractors' sole responsibility and expense, and shall not be billed to Trustees.

- (f) Cooperate fully with the OCIP Administrator and the OCIP Insurers, as applicable, in its or their administration of the OCIP.
- (g) Provide, within five (5) days of Trustees or OCIP Administrator's request, all documents or information as requested of Contractor or its subcontractors. Such information may include, but may not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, policy rate pages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, or such other data or information as Trustees, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP, to verify the accuracy of the Insurance Credit. All such records shall be maintained through the term of the Contract and for a period of one (1) year thereafter.
- (h) Comply, and require all of its subcontractors to comply with OCIP Administrator's instructions for electronically enrolling in the OCIP using "Alliant WrapX" and for electronically reporting payroll using "Alliant WrapX."
- (i) Pay to Trustees a sum in accordance with the Contract Amounts in the table below for each occurrence, including court costs, attorneys' fees and costs of defense for bodily injury or property damage to the extent losses payable under the OCIP Commercial General Liability Policy are attributable to Contractor's Work, acts, or omissions, the Work, acts, or omissions of any of Contractor's Subcontractors of any tier, or the Work, acts or omissions of any other entity or party for whom Contractor or its Subcontractor may be responsible ("General Liability Obligation").

Contract Amounts	Pay to the Trustees for Each Occurrence
\$1,000,000 or less	\$1,000
\$1,000,000.01 through \$10,000,000	\$5,000
\$10,000,000.01 and over	\$25,000

The General Liability Obligation shall remain uninsured by Contractor, and will not be covered by the OCIP Coverage.

- (7) Identification of OCIP Insurance Credit.
 - (a) Contractor shall include within its bid the full cost of all insurance required under the insurance requirements set forth in Article 4.06-a. All subcontractors shall also include within any proposal or bid submitted to Contractor their full cost of all insurance required under the insurance requirements set forth in Article 4.06-a, or under their subcontract requirements.
 - (b) Contractor and all subcontractors shall provide all information necessary for enrollment in the OCIP via the Alliant WrapX website, including completing the Insurance Cost Worksheet via Alliant WrapX, for the purpose of allowing Trustees, through the OCIP Administrator, to identify the OCIP Insurance Credit ("Insurance Credit") for Contractor and all subcontractors. The Insurance Credit as applicable to Contractor shall be defined as Contractor's reduction in insurance cost due to eligibility for, and enrollment in the OCIP, as determined by using the Insurance Cost Worksheet. The Insurance Credit as applicable to a subcontractor shall be defined as the subcontractor's reduction in insurance cost due to eligibility for, and enrollment in the OCIP. The Insurance Credit shall include the reduction in insurance premiums, related taxes and assessments, mark-up on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program, and expected losses within any retained risk.
 - (c) Contractor agrees that Trustees, through its Program Administrator, shall be permitted to review all OCIP enrollment forms, and the Insurance Cost Worksheets submitted by Contractor and any subcontractor of any tier, to verify the accuracy of the Insurance Credit. Upon verification of the Insurance Credit, 85% of the Insurance Credit (Initial Insurance Credit) will be deducted from each

Contract Amount by way of deductive change order. Contractor shall be responsible for entering into deductive change orders with each of its subcontractors to reflect the Initial Insurance Credit applicable to each enrolled Subcontractor. Change order proposals that arise during performance of the Work shall be submitted with all Article 4.06-a insurance costs included. Contractor shall be responsible for entering into deductive change orders with each of its subcontractors at the closeout of each contract to adjust the Initial Insurance Credit based on final contract values and loss rates. At the end of the Work a final deductive change order may be issued by Trustees based on Contractor's final contract audit to adjust the Initial Insurance Credit based on final contract values and loss rates.

- (d) In the event Trustees and Contractor or any subcontractor cannot agree on the accuracy of the Insurance Credit, the credit shall be deemed to be 2.5% of that contract or subcontract of any tier. In this case the 15% discount reflected in the Initial Insurance Credit shall not apply, and that contract shall be charged 100% of the Insurance Credit.
 - (e) Upon completion of each contract or subcontract of any tier, if the contract losses for that contract or subcontract under the OCIP are above 1.2225% of final reported payroll, the 15% discount reflected in the Initial Insurance Credit shall not apply, and that contract shall be charged 100% of the Insurance Credit.
- (8) Contractor's Representations and Warranties to Trustees.
Contractor represents and warrants to Trustees, and shall use its best efforts to ensure that each of its subcontractors of every tier represent and warrant to Trustees that:
- (a) All information they submit to Trustees, or to the OCIP Administrator, shall be accurate and complete.
 - (b) They have had the opportunity to read and analyze copies of the OCIP insurance policies that are on file in Trustees' office, and that they understand the OCIP Coverage. Any reference or summary in the Agreement, this Article 4.06-b, the Insurance Manual, or elsewhere in any other Contract Document as to amount, nature, type or extent of OCIP Coverage and/or potential applicability to any potential claim or loss is for reference only. Contractor and its subcontractors of all tiers have not relied upon said reference, but solely upon their own independent review and analysis of the OCIP Coverage in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP Coverage and/or its potential applicability to any potential claim or loss.
 - (c) At any time during the course of the contract any cost of insurance included, or anticipated to be included, within the Insurance Credit shall not be billed to Trustees directly or indirectly, and shall not be included in any application for payment, invoice, or change order request.
 - (d) Contractor acknowledges that Trustees shall not pay or compensate Contractor or any subcontractor of any tier, in any manner, for the Costs of OCIP Coverage.
- (9) OCIP Audits.
Contractor agrees that Trustees, the OCIP Administrator, and/or any OCIP Insurer may audit Contractor's or any of its subcontractors' payroll records, books and records, insurance coverage, insurance cost information, bid estimates, pricing for any cost in the Contract Amount or any subcontracted Work, or any information that Contractor provides to Trustees, the OCIP Administrator, or the OCIP Insurers to confirm their accuracy, and to ensure the accuracy of the Insurance Credit. If a project audit discloses any part of the Insurance Credit has been improperly billed to Trustees, the Trustees shall debit those amounts from the Contract Amount with a credit change order
- (10) Trustees' Election to Modify or Discontinue the OCIP.
For any reason, Trustees may modify the OCIP Coverage, discontinue the OCIP, or request that Contractor or any of its Subcontractors of any tier withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its subcontractors, as specified by Trustees in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by Trustees) of the OCIP Coverage. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to Trustees' approval. The cost of the replacement coverage shall be at Trustees' expense, but only to the extent of the applicable Insurance Credit.
- (11) Withholding Payments.
Trustees may withhold from any payment owed or owing to Contractor or its subcontractors of any tier any portion of the Insurance Credit improperly included in a request for payment. In the event a Trustees audit

of Contractor's records and information as permitted under the Contract Documents reveals a discrepancy in the insurance, payroll, safety, or any other information required by the Contract Documents to be provided by Contractor to Trustees, or to the OCIP Administrator, or reveals the inclusion of costs reflected in the Insurance Credit in any application for payment for the Work, Trustees shall have the right to a full deduction of any improperly billed costs from the Contract Amount and recovery of all audit costs. Audit costs shall include, but shall not be limited to, the fees of the OCIP Administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its subcontractors fail to timely comply with the provisions of Contract General Conditions Article 4.06-b, and Supplementary General Conditions Article 4.06-b, Trustees may withhold any payments due to Contractor and/or its subcontractors of any tier until such time as they do comply. Such withholding by Trustees shall not be deemed to be a default under the Contract Documents.

(12) Waiver of Subrogation.

Where permitted by law, Contractor hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against Trustees, the OCIP Administrator, their officers, agents, or employees, and any other contractor or subcontractor performing Work or rendering services on behalf of Trustees in connection with the planning, development and construction of the Project. Trustees shall also require that all Contractor-maintained insurance coverage related to the Work, include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Contractor together with the same parties referenced immediately above in this Article 4.06-b (12). Where permitted by law, Contractor shall require similar written express waivers and insurance clauses from each of its subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

(13) Conflicts.

In the event of a conflict between the provisions of this Contract and the OCIP Insurance Manual, this Contract shall govern. In the event of any conflict or difference between the OCIP insurance policies and this Contract or the OCIP Insurance Manual, the actual OCIP policies shall govern.

c. Trustees' Course of Construction ("Builder's Risk") Property Insurance.

Trustees shall insure or self-insure all Work while in the course of construction, reconstruction, remodeling or alteration, including materials incorporated in the Work, against physical loss or damage resulting from the perils normally insured under a "Standard All Risk Course of Construction" policy, including, but not limited to theft, fire, flood, vandalism, or Acts of God, as defined in Public Contract Code section 7105. The term, Acts of God, as defined in Public Contract Code section 7105, means earthquakes in excess of a magnitude of 3.5 on the Richter magnitude scale and tidal waves. Trustees shall issue to the Contractor a "Summary of Coverage" provided under this Article 4.06-c, upon request of the Contractor.

- (1) Contractor shall be responsible for paying a deductible of \$25,000 per occurrence in the event of loss, with the following exceptions. The Contractor shall be responsible for paying a deductible of:
 - (a) \$50,000 per occurrence in the case of water damage, or
 - (b) \$100,000 per occurrence in the case of flood, or
 - (c) \$100,000 per occurrence in the case of damages caused by Acts of God.
- (2) Contractor shall not be liable for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) in excess of the \$100,000 deductible, if the Work damaged is built in accordance with the Contract and applicable building standards.
- (3) The proceeds under the Course of Construction Property Insurance taken out by the Trustees will be payable to the Trustees and Contractor as their respective interests, from time to time, may appear.
- (4) Trustees' Course of Construction Property Insurance shall provide limited coverage for materials in transit, and full coverage for materials at the Project site and full coverage for materials stored off site; however, the Contractor is responsible for reviewing the summary of coverage and reporting large values requiring special treatment. Contractor shall advise the Trustees whenever the total value of materials in transit exceeds \$1,000,000 at any time, and whenever the total value of materials stored off site exceeds \$1,000,000 at any time.
- (5) Nothing in this Article 4.06-c shall be construed to relieve the Contractor of Contractor's responsibilities referred to under Article 4.06-a.

- (6) Insurance policies referred to in this Article 4.06-c shall include the following:
 - (a) Provide that the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by the Contractor.
 - (b) Insurer shall waive of subrogation against the Contractor.

4.07 Indemnification

Nothing in these indemnification provisions shall be deemed to alter the insurance provisions in Article 4.06.

- a. The Contractor shall hold harmless, defend, and indemnify the State of California, the Board of Trustees of the California State University, the University, and the officers, employees, representatives and agents of each of them, from and against all claims, damages and losses arising out of, resulting from, or relating to (1) the failure of the Contractor to perform its obligations under the Contract or the performance of its obligation in a willful, reckless, or negligent manner; (2) the inaccuracy of any representation or warranty by the Contractor given in accordance with or contained in the Contract Documents; and (3) any claim of damage or loss by any subcontractor, or supplier, or laborer against the Trustees arising out of any alleged act or omission of the Contractor or any other subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor.
- b. The Contractor shall hold harmless, defend, and indemnify the State of California, the Board of Trustees of the California State University, the University, and the officers, employees, representatives and agents of each of them from and against all claims, damages and losses arising out of, resulting from, or relating to the negligent acts or omissions, recklessness, or willful misconduct of the Contractor, a subcontractor, or anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in Article 4.07-c, following. Such obligation shall, however, apply in proportion to and to the extent that any such losses result from the negligent acts or omissions by an employee of the Contractor, a subcontractor, or a person indirectly employed by the Contractor or a subcontractor, or anyone, for whose acts either may be liable.
- c. In claims against any person or entity indemnified under this Article made by an employee of the Contractor or a subcontractor, or indirectly employed by either of them, or anyone for whose acts either may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a subcontractor under workers compensation laws, disability benefit laws, or other laws providing employee benefits.
- d. The indemnification obligations under this Article shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.
- e. The Contractor shall hold harmless, defend, and indemnify the State of California, the Board of Trustees of the California State University, the University, and the officers, employees, representatives and agents of each of them from and against all claims, damages and losses resulting from any claim of damage made by any separate contractor of the Trustees against the Trustees arising out of any alleged acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by either the Contractor or subcontractor, or anyone for whose acts either the Contractor or subcontractor may be liable.
- f. The Contractor shall hold harmless, defend, and indemnify the separate contractors of the State of California, the Board of Trustees of the California State University, the University, and the officers, employees, representatives and agents of each of them from and against all claims, damages and losses arising out of the negligent acts or omissions, recklessness, or willful misconduct of the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable.

The Trustees shall cause a reciprocal indemnification provision in favor of the Contractor to be included in its contracts with separate contractors of the Trustees. Liability for any negligent act or omission, recklessness, or willful misconduct shall be apportioned pursuant to the applicable law of the State of California.

4.08 Contractor's Responsibility for the Work

The Contractor shall be responsible for all Work performed under this Contract, and no subcontractor will be recognized as such. For purposes of assessing responsibility to the Contractor, all persons engaged in the Work shall be considered employees of the Contractor. The Contractor shall give its personal attention to the fulfillment of the Contract and keep all phases of the Work under its control.

Contractor shall create a report of construction activities occurring each day, and include a listing of all subcontractors of all tiers and the numbers of workers for each that are on site each day, briefly describing the Work the subcontractors are performing. Each subcontractor shall create report of construction activities occurring each day, and include a listing of all

subcontractors of all tiers and the numbers of workers for each that are on site each day, briefly describing the Work the subcontractors are performing. Contractor and every subcontractor shall submit these reports to the Trustees daily. At the end of the Project, Contractor shall submit to the Trustees a complete listing of all subcontractors, suppliers and other businesses that performed Work on the Project.

The Trustees will not arbitrate disputes among subcontractors nor between the Contractor and one or more subcontractors concerning responsibility for performing any part of the Project.

a. Quality Control.

The Contractor shall be fully responsible for the quality of materials and workers' skill in the Project. The Contractor shall not rely upon the inspection and testing provided by the Trustees other than those special inspections and tests performed by the Trustees' selected laboratories for which there are written reports.

On projects with new foundations (for buildings, site improvements, bridges, light poles, others), the Contractor shall prepare a certified survey illustrating dimensions, locations, angles and elevations of the construction associated with the new foundation, and shall show the as-built location of the construction on the Project Site Boundary drawing provided by the Trustees. The Contractor shall specify the horizontal location using California Coordinate System, NAD 83 Coordinates. An appropriately licensed Professional Land Surveyor or Registered Civil Engineer (pre-1982 license) shall stamp the certified survey, after which the Contractor shall submit it promptly to the Architect and the Trustees.

b. Burden for Damage.

From the issuance of the official Notice to Proceed until the formal acceptance of the Project by the Trustees, the Contractor shall have the charge and care of and shall bear the risk of damage to the Project and materials and equipment for the Project.

The Contractor, at its own expense, shall promptly rebuild, repair, restore, and make good all such damage to any portion or to all of the Project and materials therefor before the acceptance of the Project by the Trustees except for such damage as is proximately caused by acts of the federal government or public enemy. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

If the Contractor damages any property belonging to the Trustees, the Trustees may, in addition to other remedies available to the Trustees, retain from the money due to the Contractor an amount sufficient to ensure repair of the damage or an amount to contribute toward repair of the damage.

Neither the State of California, the Trustees of the California State University, the University, nor the officers, employees, representatives, nor agents of each of them shall be responsible for any damage to the Project and materials and equipment for the Project.

c. Protection of Facilities.

From the issuance of the official Notice to Proceed until the formal acceptance of the Project by the Trustees, Contractor shall protect the Site and Work from theft, acts of malicious mischief, vandalism and unauthorized entry. During all hours that Work is not prosecuted, Contractor shall furnish such watchman's services as necessary to safeguard materials and equipment in storage on the Project site, including Work in place or in process of fabrication, against theft, acts of malicious mischief, vandalism and other losses or damages. The Contractor shall be liable for any loss or damage that result from its failure to protect the Site and the Work.

Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling or other effective methods acceptable to Trustees. An erosion and sedimentation control program shall be initiated, which includes measures addressing erosion caused by wind and water and sediment in runoff from site. A regular watering program shall be initiated to adequately control the amount of fugitive dust in accordance with applicable Air Quality Management District (AQMD) rules, see Article 4.03, subsections: a-Air Pollution Control and b-Water Pollution Control.

d. Safety.

The Contractor shall exercise precaution at all times for the protection of persons and their property. The Contractor shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the Work or permanently installed as part of the Project. The Contractor shall also provide and adequately maintain all proper temporary walks, roads, guards, railings, lights, and warning signs. The Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the California Division of Industrial Safety. Unless the Contractor designates other employees, its superintendent shall have the duty of prevention of accidents. The Contractor shall institute a safety program that includes all trades on the site.

Renovation, expansion, or remodel Work of any existing building may expose workers to lead-containing materials such as paint, flashings, and pipe joints. The Contractor shall comply with all applicable laws addressing such exposure, including the Cal/OSHA Lead in Construction Standards (Title 8, California Code of Regulations, section 1532.1).

The Trustees and the Architect may bring to the attention of the Contractor a possible hazardous situation in the field regarding the safety of personnel on the site. The Contractor shall be responsible for verifying the compliance with all local, state, and federal workplace safety guidelines. In no case shall this right to notify the Contractor absolve the Contractor of its responsibility for monitoring safety conditions. Such notification shall not imply that anyone other than the Contractor has assumed any responsibility for field safety operations.

Contractor shall not use explosives without first obtaining written permission from the Trustees and then shall use them only with the utmost care and within the limitations set in the written permission and in accordance with prudence and safety standards required by law. Storage of explosives on the Project site or University is prohibited. Powder activated tools are not explosive for purposes of this Article; however, such tools shall only be used in conformance with State safety regulations.

In the event of an accident, the Contractor shall make available to the Trustees copies of its accident report to its insurance carrier. The Contractor shall determine the cause of the accident and immediately correct any equipment, procedure, or condition contributing to the accident.

e. Utilities.

- (1) If the Contractor discovers utility facilities not identified in the Contract Documents, the Contractor shall immediately notify the Trustees and the utility involved, in writing, of such discovery. When the Contractor is required by the Plans and Specifications to locate, remove or relocate utility facilities not identified in the Contract Documents with reasonable accuracy, it shall be compensated for any reasonable actual added cost incurred. The Contractor shall also be compensated for the cost of repairing any damage resulting from the discovery of such unidentified utility facility when such damage does not result from the failure of the Contractor to exercise reasonable care. All such compensation to the Contractor shall be based on an actual cost plus Contractor and subcontractor mark-up, as identified in Articles 6.01-b, Allowable Costs Upon Change Orders, subdivisions (4), (5), and (6), except that both the Contractor's and the subcontractor's mark-up shall be reduced by six (6) percent each, when the damage results from the failure of the Contractor or subcontractor to exercise reasonable care. The Trustees or the public utility, where it is the owner of the utility facilities, shall have the sole discretion to perform repairs, or relocation Work or permit the Contractor to do such repairs or relocation Work at a reasonable price, where such Work is required to facilitate the Project. The Contractor shall not be assessed liquidated damages for delay in the completion of the Project which is caused by the failure of the Trustees or the owner of the utility to provide for removal or relocation of such unidentified utility facilities.
- (2) With the exception of the identification of main or trunk line utility facilities in the Contract Documents, the foregoing provisions of subdivision (1) shall not apply to, and Trustees shall have no obligation to indicate, the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.
- (3) Except as expressly provided in subdivisions (1) and (2) above, the Contractor shall be responsible at its own cost for all Work, expense, or special precautions caused by the existence or proximity of utilities encountered at the site or in the performance of the Project Work including, without limitation, repair of any damage that may result including any damage resulting from hand or exploratory excavation. The Contractor is cautioned that the utilities encountered at the site may include communication cables or electrical cables conducting high voltage. When excavating in the vicinity of the ducts enclosing such cables, special precautions are to be observed by the Contractor at its own cost and shall include the following: all cables and their enclosure ducts shall be exposed by careful hand excavation so as not to damage the ducts or cables nor cause injury to persons, and appropriate warning signs, barricades, and safety devices shall be erected.
- (4) The Contractor shall provide as-built drawings of all utilities encountered and constructed to the University, indicating the size, horizontal location, and vertical location based on the Project benchmark or a stable datum.

f. Hazardous Materials.

- (1) Asbestos.
The Contractor is prohibited from installing any asbestos-containing materials or products in any Work to be performed under this Contract. The Contractor shall be responsible for removal and replacement costs should

it be determined this provision has been violated; this responsibility shall not be limited in duration by Project completion, the warranty period, or other provisions of this Contract.

(2) Lead.

The Contractor is prohibited from installing any lead-containing materials or products, including paint, in any Work to be performed under this Contract without the written consent of the Executive Facilities Officer and Director of Environmental Health and Safety. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated; this responsibility shall not be limited in duration by Project completion, the warranty period, or other provisions of this Contract.

4.09 Occupancy by Trustees Prior to Acceptance

The Trustees reserve the right to occupy all or any part of the Project before completion of the entire Contract, upon issuance of a Field Instruction and subsequent written Contract Change Order, or upon issuance of a written Contract Change Order therefor. In such event, the Contractor shall be relieved of responsibility for any injury or damage to such occupied part as results from the Trustees' occupancy and use. If the Contractor carries insurance against damage to such premises or against liability to third persons covering the premises so used and occupied by the Trustees, and if such occupancy results in increased premiums for such insurance, the Trustees will pay to the Contractor the added premium costs for such insurance during the period of occupancy. The occupancy change order shall be the vehicle for such payment, if applicable.

The Trustees' occupancy shall not constitute acceptance by the Trustees (see Article 8.01, Acceptance) either of the Project as completed or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written acceptance of the Project as completed by the Trustees and during the full guarantee period after such acceptance, nor does it stop the assessment of liquidated damages. However, when the Project includes several separate facilities, and one or more of such facilities is entirely occupied by the Trustees, then upon written request of the Contractor, the guarantee period for the occupied facility may commence from the date of occupancy subject to Trustees' written consent thereto by the Trustees.

4.10 Payments by Contractor

In accordance with section 7108.5 of the Business and Professions Code, the Contractor agrees to promptly pay all subcontractors within seven (7) Days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed Contractor on account of the Work performed by its subcontractors, to the extent of each such subcontractor's interest therein.

The Contractor shall pay and shall require its subcontractors to pay each employee engaged in Work on the Project under this Contract in full (less deductions made mandatory by law) not less often than once each week.

4.11 Responsibility to Secure and Pay for Permits, Licenses, Utility Connections, Etc.

The Contractor shall secure all permits and licenses required for any operations required under this Contract and shall pay all costs relating thereto as well as all other fees and charges that are required by the United States, the State, the county, the city, a public utility, telephone company, special district, or quasi-governmental entity. It is the Contractor's responsibility to ascertain the necessity of such permits and licenses in preparing its bid and include in its bid the cost thereof as well as adjustments for any delays that may be caused by securing permits and licenses.

4.12 Patented or Copyrighted Materials

The Contractor shall assume all costs arising from the use of patented or copyrighted materials, equipment, devices, or processes used on or incorporated in the Project. The Contractor agrees to save harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees, representatives, and agents of each of them from all suits, actions, or claims for, or on account of, the use of any patented or copyrighted materials, equipment, devices, or processes.

4.13 Property Rights in Materials and Equipment

Nothing in the Contract shall be construed as vesting in the Contractor any property right in the materials or equipment after they have been attached to or permanently placed in or upon the Work or the soil or after payment has been made for fifty percent or more of the value of the materials or equipment delivered to the site of the Work whether or not they have been so attached or placed. All such materials or equipment shall become the property of Trustees upon being so attached or placed or upon payment of fifty percent or more of the value of the materials or equipment delivered on the site but not yet installed and the Contractor warrants that all such property shall pass to Trustees free and clear of all liens, claims, security interests, or encumbrances.

4.14 Taxes

The Contractor shall pay all taxes imposed by law which are levied or become payable as a result of the Contractor's performance under this Contract.

4.15 Contract Time

a. Time of the Essence.

All time limits specified in this Contract are of the essence of the Contract.

b. Starting and Completion Date.

The Trustees shall designate in the Notice to Proceed the starting date of the Contract on which the Contractor shall immediately begin and thereafter diligently prosecute the Work to completion. The Contractor agrees to complete the Work on the date specified for completion of the Contractor's performance in the Contract unless such time is adjusted, in writing, by change order by the Trustees. The Contractor may complete the Work before the completion date if it will not interfere with the Trustees or their other contractors engaged in related or adjacent Work. The Work shall be regarded as completed on the acceptance date noted on the Trustees' Notice of Completion. This date shall be used as the date the guarantee period begins as defined in Article 8.06, Guarantee.

c. Adjustment of Contract Time Due to Acts of God, etc.

The Contractor shall not be assessed with liquidated damages, nor the cost of engineering and inspection during any delay in the completion of the Project caused by acts of God, the public enemy, fire, flood, epidemic, quarantine restriction, strike, freight embargo, discovery of archaeological or paleontological artifacts, and unusual action of the elements; provided that the Contractor shall notify the Architect and the Trustees in writing of the causes of delay within 24 hours from the beginning of any such delay. The Architect, in conjunction with the Trustees, shall determine the facts with regard to the delay and the reasonable period of time by which the date of completion should be extended by reason thereof, if any, and advise the Trustees accordingly. The Trustees' findings thereon shall be final and conclusive.

There shall be no compensation to the Contractor for costs associated with this kind of delay.

The term "unusual action of the elements" is limited to extraordinary, adverse weather conditions and conditions immediately resulting therefrom which cause a cessation in the progress of the Work which will delay the time of completion of the Contract.

The Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions which are normal for the locality of the site. The time for completion of the Contract has been calculated with consideration given to the average climatic range and usual industrial conditions prevailing in the locality of the site.

d. Adjustment of Contract Time Due to Acts of the Trustees or the Architect.

If the Contractor is delayed in completing the Contract by reason of any act of the Architect or the Trustees not provided by the Contract, or by reason of changes made pursuant to Article 6.01, Change Orders, without reaching agreement as to any time adjustments, the time for completion of the Contract may be extended for a period commensurate with the delay. The Contractor shall notify the Architect and the Trustees in writing of the causes of the delay within seven Days from the beginning of the delay.

e. Contractor to Fully Prosecute Work.

No extension of time will be granted for any of the causes for which extensions are granted unless the Contractor demonstrates to the satisfaction of the Trustees that the Contractor has made every reasonable effort to fully prosecute the Work and complete the Work within the Contract Time. The causes of delay shall be subject to the same determinations as stated in Article 4.15-c, Adjustment of Contract Time Due to Acts of God, etc., above. Contractor shall refer to Article 4.16, Schedule.

f. Trustees' Adjustment of Contract Time.

Even though the Contractor has no right to an extension of time for completion, the Trustees may extend the time at the request of the Contractor if they determine it to be in the best interest of the State. If the time is extended, the Trustees may, in lieu of assessing liquidated damages, charge the Contractor, its successors, heirs, assigns, or sureties, and deduct from the final payment for the Work all or any part, as they may deem proper, the value of the lost use of the completed Project, and of the actual cost to the Trustees of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension.

g. Adjustment of Contract Time Due to Reasons beyond Trustees' Control.

Should the Trustees be prevented or enjoined from proceeding with Work either before or after the start of construction by reason of any litigation or other reason beyond their control, the Contractor shall not be entitled to make or assert any claim for damage by reason for said delay; but time for completion of the Work will be extended to such reasonable time as the Trustees may determine will compensate the Contractor for time lost by such delay. Any such determinations will be set forth in writing.

- h. Liquidated Damages.
Attention is directed to Article 7.02, Delay in Completion--Liquidated Damages.

4.16 Schedule

- a. Time is of the essence of this Contract, including the time of beginning, the rate of progress, and the time of completion of the Work. The Work shall be prosecuted at such time, in such manner, and on such part or parts of the Project as may be required to complete the Project as contemplated in the Contract Documents and the Contractor's Construction Schedule.
- b. The Contractor shall prepare and submit to the Trustees with copy to the Architect and the Construction Administrator's on-site representative the Contractor's initial Construction Schedule within thirty (30) Days after the starting date on the Notice to Proceed. The Contractor's initial Construction Schedule shall be comprised of a critical path method network. The Contractor shall input the critical path Construction Schedule on the computer using the scheduling software as specified in the Division 01-General Requirements for this Project. The Contractor shall provide electronic data files.

The Contractor's initial Construction Schedule shall show the dates on which each part or division of the Work is expected to be started and completed. The initial Construction Schedule shall also show all submittals associated with each Work activity, required by the Contract with activities for the submittal development, its review, and the fabrication/procurement for each procurement, allowing 21 Days for the Architect's review of each submittal. The Work activities making up the Construction Schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that, in the sole judgment of the Trustees, it provides an appropriate basis for monitoring and evaluating the progress of the Work. The Construction Schedule shall show the interdependence of each activity and a critical path. The Contractor shall also submit a separate listing of all submittals required under the Contract and noting the anticipated date that each submittal will be submitted.

Contractor shall submit a monthly cash flow schedule with the initial Construction Schedule and shall revise the cash flow schedule with each Construction Schedule revision. The cash flow schedule is the Contractor's estimate of the dollar value of Contract Work completed and billable each month of the Project.

- c. The Contractor's initial Construction Schedule shall show the sequence, duration in Calendar or Working Days, and interdependence of activities required for the complete performance of all Work. The Construction Schedule shall show milestones, including milestones for Trustees-furnished information, and shall include activities for Trustees-furnished equipment and furniture when those activities are interrelated with the Contractor's activities. The Contractor's initial Construction Schedule shall begin with the effective date of the Notice to Proceed and conclude with the date of final completion. No more than twenty percent of the activities will have less than five Work Days of float unless approved by the Trustees. The Construction Schedule shall include a critical path activity that reflects anticipated rain delay during the performance of the Contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Service or other approved source. The Construction Schedule shall be developed using an appropriate Work breakdown structure. The transmittal provided with the initial Construction Schedule shall state whether the durations are in Work Days or Days.
- d. The Contractor may submit an initial Construction Schedule that shows the Work completed in less time than the specified Contract Time. However, the acceptance of such a Construction Schedule will not change the Contract Time. The Contract Time shall control in any determination of liquidated damages or extension of the Contract Time. Total float, slack time or contingency is the unused time within the Construction Schedule and the difference in time between the Project's early completion date and the required Contract completion date. Total float is not for the exclusive use of either the Trustees or the Contractor, but is jointly owned by both and is a resource available to and shared by both parties as needed to meet Contract milestones and the Contract completion date.
- e. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, constraints, unnecessary milestones, leads or lags on logic ties, and hammock type activities. Since float within the Construction Schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract completion date. Since float within the Construction Schedule is jointly owned, it is acknowledged that Trustees-caused delays on the Project may be offset by Trustees-caused time savings (i.e., critical path submittals returned in less time than allowed by the Contract, approval of substitution requests and credit changes which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all Trustees-caused time savings are exceeded and the Contract completion date is also exceeded.

- f. Comments made by the Trustees on the Contractor's initial Construction Schedule during review will not relieve the Contractor from compliance with the requirements of the Contract Documents. The review is only for general conformance with the scheduling requirements of the Contract Documents. Upon the Trustees' request, the Contractor shall participate in the review of the Contractor's initial Construction Schedule submissions (including the original submittal, all update submittals, and any re-submittals). The Trustees may request the participation of subcontractors in these reviews, as determined necessary by the Trustees. All revisions shall be resubmitted within fifteen (15) Days after the Trustees' review.
- g. The submittal of a fully revised and acceptable Contractor's initial Construction Schedule shall be a condition precedent to the processing of the second monthly payment application, unless the Trustees grant a time extension due to unusual circumstances.
- h. The Contractor's Construction Schedule shall provide a workable plan for monitoring the progress of all the elements of the Work, establish and clearly display the critical elements of the Work, forecast completion of the construction, and match the Contract duration in time. Exclusive of those activities for submittal review and material fabrication and delivery, activity duration shall not be less than one (1) nor more than thirty (30) Days, unless otherwise approved by the Trustees. In addition to the detailed network diagram, the Contractor shall submit the following reports with the original submittal and all updates and revisions:
 - (1) Predecessor/Successor Report or a list showing the predecessor activities and successor activities for each activity in the Construction Schedule.
 - (2) Activity Report sorted by early start or a list showing each activity in the Construction Schedule, arranged by early start dates.
- i. The Contractor shall submit an updated Construction Schedule to the Construction Administrator with a copy to the Architect five (5) Days prior to the submittal of the Contractor's monthly payment request. The submittal of the Progress Schedule that satisfies the requirements of this Article, accurately reflects the status of the Work, revises the cash flow schedule, and incorporates all changes into the Construction Schedule, shall be a condition precedent to the processing of the monthly payment application. Progress Schedules shall also be submitted at such other times as the Trustees may direct. If the Contractor fails to comply or is late in compliance with this requirement, and the Trustees find it to be in their best interest to process the monthly payment, an amount not exceeding \$10,000 shall be retained from each monthly progress payment until compliance is effected.

The Contractor's monthly Progress Schedule update shall include a report containing a narrative that includes the following:

CONTRACTOR'S PROGRESS SCHEDULE NARRATIVE REPORT OUTLINE

- Contractor's transmittal letter
- Description of problem tasks, referenced to field instructions, Requests for Information (RFIs), change orders or claim numbers, as appropriate.
- Current and anticipated delays not resolved by approved change order, including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impact of the delay on other activities, milestones, and Project completion date
- Changes in construction sequence
- Pending items and status thereof including but not limited to:
 - Pending change orders
 - Time extension requests
 - Other items
- Contract completion date status:
 - If ahead of Construction Schedule, the number of Days ahead
 - If behind Construction Schedule, the number of Days behind
- Other Project or scheduling concerns
- Updated network diagram with target bars shown.
- Tabular report as specified in subdivision (h) above, including a listing of completed activities and activities in progress.
- Compact disc or other media with the latest data files as specified in subdivision (h) above.

If the Contractor makes revisions to the logic or durations of the approved schedule as part of the monthly updates, the Contractor shall submit a narrative detailing the revisions with the monthly update.

The Contractor shall set the schedule calculation setting for the monthly updates to retained logic, and may only utilize the progress override setting to identify the differential in the calculated finish date due to out of sequence progress. Should the differential in the Project completion exceed ten (10) Days utilizing the retained logic setting vs. the progress override setting, the Contractor shall revise the successor logic of the out of sequence activities to eliminate the differential.

- j. If completion of any part of the Work, delivery of equipment or materials, or submission of the Contractor submittals is behind the approved Construction Schedule and will impact the end date of the Work past the Contract completion date (create negative float), the Contractor shall submit in writing, a revised Construction Schedule acceptable to the Trustees for completing the Work on or before the current Contract completion date. The revised Construction Schedule shall take some or all of the following actions:

- (1) Increase construction manpower in such quantities and crafts as shall substantially eliminate the backlog of Work and meet the current Contract completion date.
- (2) Increase the number of working hours per shift, the number of shifts per day, the number of Work Days per week, or the amount of construction equipment, or any combination of the foregoing sufficient to substantially eliminate the backlog of Work.
- (3) Reschedule Work items to achieve concurrent accomplishment of Work activities.

Under no circumstances is adding equipment or construction forces, increasing the working hours, or employing any other method, manner, or procedure to return to the contractually required completion date justification for a change order or justification for a compensable acceleration, unless prior written approval is received from the Trustees.

- k. Adjustment of Contract Times for Completion.

In addition to the provisions in the Contract General Conditions, the Contract Time for completion of the Work will be adjusted in accordance with these procedures.

- (1) Time Impact Analysis.

Whenever the Contractor submits a request for an adjustment of the Contract Time for completion for changes or alleged delays, the Contractor shall also submit a complete Time Impact Analysis (TIA). The Contractor shall submit the TIA for review within seven (7) Days after the request. The Trustees will not grant time extensions unless substantiated by the TIA, and then not until the Project float becomes zero. If the Contractor fails to submit a TIA within the aforementioned time specified, then the Contractor shall be deemed by the Trustees to have agreed that there is no time impact and that the Contractor has irrevocably waived its rights to any additional Contract Time.

The Contractor shall ensure that each TIA provides information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. Each TIA shall be in the form and content acceptable to the Construction Administrator, and shall include, but not be limited to, the following:

- (a) A fragmentary critical path method type network (Fragnet) illustrating how the Contractor proposed to incorporate the change or alleged delay into the current Monthly Baseline Schedule.
- (b) Identification of activities in the current Monthly Baseline Schedule which are proposed to be amended due to the change or alleged delay, together with estimates and other appropriate data justifying the proposal.

The Contractor shall determine the TIA based on the date or dates when the change or changes were issued or the date or dates when the alleged delay or delays began. The status of the construction Project and TIA shall include event time computations for all affected activities including, but not limited to, Work around sequencing or recovery options to maintain the original Contract completion date.

The Construction Administrator may require that the TIA be provided in order to demonstrate the time impact upon the overall Project and the time for completion, at no additional cost to the Trustees.

If the Construction Administrator finds, after review of the TIA, that the Contractor is entitled to any extension of time for completion, the Contract Time for completion will be adjusted accordingly by the Construction Administrator, and the Contractor shall then revise the Monthly Baseline Schedule accordingly.

- (2) No time extensions shall be granted nor indirect costs paid unless the Contractor can clearly demonstrate the delay on the basis of the Progress Schedule current as of the month the change is issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended

sequence of Work or other means. The Contractor shall include field instructions and change orders in the revised Construction Schedule. Failure to include field instructions or change orders shall waive rights to a Contract Time extension or delay damages.

- l. Once each week, or as approved in writing by the Trustees, the Contractor shall submit a Progress Schedule listing the activities begun, completed, and in progress in the past week, and the activities scheduled to begin, be completed or be in progress for the succeeding three (3) weeks. This schedule shall cover all Work activities listed on the Progress Schedule for the reporting period.
- m. As a condition precedent to the release of retained funds, the Contractor shall, after completion of the Work has been achieved, submit a final Contractor's Progress Schedule which accurately reflects the manner in which the Project was constructed and includes actual start and completion dates for all Work activities.
- n. The Trustees may require a more detailed and comprehensive scheduling requirement. In this case, the schedule requirement shall be included in the Contract as Supplementary General Conditions.

4.17 Labor Force and Superintendent

At all times the Contractor shall provide sufficient labor to properly prosecute the Work and to ensure completion of each part in accordance with the Construction Schedule and within the Contract Time (Public Contract Code section 10843). The Contractor shall employ competent workers who are skilled in the type of Work required and whose workmanship is of the best, regardless of the quality of material. If, in the judgment of the Trustees, any person is incompetent or disorderly, the Contractor shall promptly remove such person from the Project and shall not re-employ such person thereon.

The Contractor shall retain a competent, full-time, on-site superintendent to represent the Contractor and to direct the Project at all times while any Work under this Contract is underway. The Contractor shall not replace a Superintendent without advanced written approval from the Trustees. If, in the judgment of the Trustees, the Superintendent is incompetent, unqualified, poorly performing or disorderly, the Contractor shall, upon request by the Trustees, promptly remove such person from the Project and shall not re-employ such person thereon. In this event, the Trustees shall approve the replacement Superintendent.

The Superintendent shall prepare a daily report that includes worker count, Work in progress, etc., and shall provide it to the Trustees upon request.

The Contractor shall make certain that all subcontractors employed are properly licensed and are in good standing with the California Department of Industrial Relations.

4.18 Limitation of Construction Operations

The Contractor shall limit the area and nature of the construction operations to that area authorized in the Plans and Specifications or approved by the Trustees.

4.19 Coordination with Other Work

The Trustees reserve the right to do other Work in connection with the Project or adjacent thereto by Contract or otherwise, and the Contractor shall at all times conduct the Work so as to impose no hardship on the Trustees or others engaged in the Trustees' Work nor to cause any unreasonable delay or hindrance thereto. Where two or more contractors are employed on related or adjacent Work, each shall conduct its operation in such a manner as not to cause delay or additional expense to the other.

The Contractor shall be responsible to others engaged in the related or adjacent Work for all damage to Work, to persons and to property, and for loss caused by failure to complete the Work within the specified time for completion. The Contractor shall coordinate its Work with the Work of others so that no discrepancies shall result in the Project.

4.20 Drawings Reflecting Actual Construction

During the course of construction, the Contractor shall maintain drawings daily to show the Project as it is actually constructed. Every sheet of the Plans and Specifications that differs from the actual construction shall be marked, and sheets so changed shall be noted on the title sheets of the Plans and Specifications. All change orders shall be shown by reference to sketch drawings, and any supplementary drawings or change order drawings shall be included. The Contractor shall review the "as-built" drawings with the Construction Inspector at least once a month to demonstrate that the Contractor is fully and accurately recording all changes that have occurred. The altered Contract drawings shall be sufficiently detailed so that future Work on the Project or in adjacent areas may be conducted with a minimum of difficulty. Before the completion of the Project, and before release of the final retention payments, the "as-built" drawings and Specifications shall be transmitted to the Architect for further handling, with a copy of the transmittal to the Trustees and the University representative assigned to the Project.

4.21 Access for Inspection

The Contractor shall at all times permit the Trustees, the Architect, the Construction Inspector and the Project Manager to visit and inspect the Work and the shops where Work is in preparation and shall maintain proper facilities and provide safe access for such inspection. Work requiring testing, inspection or verification shall not be covered up without such test, inspection, or approval. The Contractor shall notify the Construction Inspector in writing at least one (1) Working Day before the Construction Inspector is required to inspect the Work. For a Project with part-time inspection, a minimum of two (2) Working Days written notification by the Contractor to the Construction Inspector is required before the Construction Inspector is required to inspect the Work.

a. Inspections on Premium Time.

Premium time is defined as Work performed in excess of eight hours per day Monday through Friday and any Work performed on Saturday, Sunday or holiday. Whenever the Contractor intends to perform Work during premium time, it shall provide a minimum of two (2) Working Days written notice of such intention before performing such Work. If such Work during premium time is discretionary and for the sole benefit of the Contractor, the premium cost of inspection shall be reimbursed to the Trustees.

b. Reinspections.

The Trustees may back-charge all reinspection costs to the Contractor.

c. Additional Inspections.

If a fabricator or manufacturer of a material or equipment requiring inspection is inefficiently performing or performing at multiple locations, then the Trustees may charge the Contractor for the extraordinary costs incurred.

4.22 Cleanup of Project and Site

The Contractor shall clean up its Work at frequent intervals and at other times when directed by the Architect or the Trustees. At all times while finish Work is underway, floors shall be kept broom clean. Upon completion of the Work, the Contractor shall promptly remove from the premises construction equipment and any waste materials not previously disposed of, leaving the premises thoroughly clean and ready for occupancy.

When two or more contractors are engaged in Work at or near the site, each shall be responsible for cleanup and removal of its own rubbish, equipment, and any waste materials not previously disposed.

In the event the Contractor does not maintain the Project or the site clear of debris and rubbish in a manner acceptable to the Architect, the Trustees may, at their option, cause the Project or site to be properly cleaned and may withhold the expense incurred therefor from payments due the Contractor.

4.23 Project Sign, Advertising

The Contractor shall furnish and install a Project sign designed by the Architect required as part of the Work under the Contract. As a minimum, the sign shall be four feet by eight feet, made from three-quarter inch plywood. The sign shall identify the Project name, the Trustees, the Architect, and the Contractor. No advertising is permitted on the Project or site without written permission from the Trustees.

5.00 INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS

5.01 Interpretation of Contract Requirements

a. Correlation.

Contract Documents shall be interpreted as being complementary, requiring a complete Project. Any requirement occurring in any one of the Contract Documents is as binding as though occurring in all Contract Documents. Generally, the Specifications address quality, types of materials and Contract conditions, while the Plans show placement, sizes, and fabrication details of materials.

b. Conflicts.

In the event of conflict in the Contract Documents, the priorities stated below shall govern:

- (1) Addenda shall govern over all other Contract Documents, and subsequent Addenda shall govern over prior Addenda only to the extent modified.
- (2) Supplementary General Conditions shall govern over Contract General Conditions.
- (3) Contract General Conditions shall govern over all sections of the Specifications and any notation on the Plans. No other section of the Specifications shall modify the Contract General Conditions.
- (4) In case of conflict between Plans and Specifications, the Specifications shall govern.
- (5) Conflicts within the Plans:
 - (a) Material and equipment schedules, when identified as such, shall govern over all other portions of the Plans.

- (b) Specific notes shall govern over all other notes and all other portions of the Plans except the material and equipment schedules described in Article 5.01-b (5) (a), above.
- (c) Larger scale drawings shall govern over smaller scale drawings.
- (d) Figured or numerical dimensions shall govern over dimensions obtained by scaling.
- (6) In the event that provisions of codes, safety orders, Contract Documents, referenced manufacturers' specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

c. Omissions.

In the event of omissions in the Contract Documents, the following shall apply:

- (1) If the Contract Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even though the aggregate cost or importance is substantial, and shall include a single component that is incidental, even though its cost or importance may be substantial.
- (2) The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Contract Documents.

5.02 Issuance of Interpretations, Clarifications, Additional Instructions

Should the Contractor discover any conflicts, omissions, or errors in the Contract or have any question concerning interpretation or clarification of the Contract, the Contractor shall request in writing interpretation, clarification, or additional detailed instructions, before proceeding with the Work affected. The written request shall be given to the Architect with copies to the Project Manager/Construction Inspector and the Trustees.

The Architect, with review as required by the Trustees, shall, within a reasonable time, issue in writing the interpretation, clarification, or additional detailed instructions requested.

Should the Contractor proceed with the Work affected before receipt of the interpretation, clarification, or instructions from the Architect, the Contractor shall replace or adjust any Work not in conformance therewith and shall be responsible for any resultant damage or added cost.

Should any interpretation, clarification, or additional detailed instructions, in the opinion of the Contractor, constitute Work beyond the scope of the Contract, the Contractor must submit written notice thereof to the Architect within seven (7) Days following receipt of such interpretation, clarification, or additional detailed instructions and in any event prior to commencement of Work thereon. The Contractor shall send copies of such correspondence to the Trustees and the Project Manager/Construction Inspector. Within seven (7) Days after the Contractor issues its written notice, the Contractor shall submit an explanation of how the interpretation, clarification, or additional detailed instruction constitutes Work beyond the scope of the Contract, along with a detailed cost breakdown and an explanation of any delay impacts.

The Architect shall consider such notice and make a recommendation to the Trustees. If, in the judgment of the Trustees, the notice is justified, the interpretation, clarification or additional detailed instructions shall be revised or the extra Work authorized by Contract Change Order or by Field Instruction with a Change Order to follow. If the Trustees decide that the claim is not justified, the Trustees shall give the Contractor a written order that the claim is not justified and direct the Contractor to perform such Work.

The Contractor must proceed with the Work upon receipt from the Trustees of a written order to do so, in accordance with the Architect's interpretation of the Contract requirements. If the Contractor objects to the order, the Contractor must notify the Architect and the Trustees in writing of its objection and the reasons therefor, within seven (7) Days of receipt of the order. The Contractor shall have the right to have this claim later determined by a Claims Review Board pursuant to this Contract (see Article 7.01, Claims). When performing disputed Work, the Contractor shall prepare time and materials records for each day, and the Construction Inspector shall verify these records at the conclusion of each day. The Contractor shall have no claim for additional compensation because of such interpretation, clarification, or additional detailed instruction, unless it gives the written notices required to the Architect within seven (7) Days as specified above.

5.03 Product and Reference Standards

a. Product Designation.

When descriptive catalog designations, including the manufacturer's name, product brand name, or model number are referred to in the Contract, such designations shall be considered as those found in industry publications of current issue at the date specified in the Notice to Contractors.

b. Reference Standards.

When the Contract references standards of the federal government, trade societies, or trade associations by specific date of issue, these shall be considered a part of this Contract. When such references do not bear a date of issue, the current and most recently published edition at the date specified in the Notice to Contractors shall be considered a part of this Contract.

5.04 Shop Drawings, Samples, Alternatives or Equals, Substitutions

a. Submittal Procedure.

The Contractor shall review and approve all shop drawings. "Shop drawings" include drawings, diagrams, illustrations, material and equipment schedules, performance charts, brochures and catalogs and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. The Contractor shall promptly review and mark the shop drawing approved and submit to the Architect, so as to cause no delay in the Work, together with samples as required by the Contract and shall also submit any offers of alternatives or substitutions. At least six copies of shop drawings shall be submitted as well as additional copies as required by Architect. All such submittals shall be sent to the Architect at the address given in the instructions to the Contractor at the job start meeting. A letter shall accompany the submitted items which shall contain a list of all matters submitted and shall identify all deviations in the shop drawings and samples from the requirements of the Contract. Failure by the Contractor to identify all deviations may render any action taken by the Architect on the materials submitted to be void. Whether to void such action shall be in the discretion of the Architect. The letter and all items accompanying it shall be fully identified as to Project name and location, the Contractor's name, and Contract number. By submitting the approved shop drawings and samples, the Contractor represents that the data contained therein have been verified with conditions as they actually exist and that the shop drawings and samples have been checked and coordinated with the Contract.

b. Samples.

Samples are physical examples furnished by the Contractor to illustrate materials, equipment, color, texture, or workmanship, and to establish standards by which the Work will be judged.

The Work shall be in accordance with the samples, submitted as required by the Contract and reviewed by Architect. The Contractor shall remove samples from the site when directed by the Trustees. Samples not removed by the Contractor, at the Trustees' option, will become the property of the Trustees or will be removed or disposed of by the Trustees at the Contractor's expense.

c. Alternatives or Equals.

For convenience in designation on the Plans or in the Specifications, certain materials or equipment may be designated by a brand or trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as "designated by brand name." Alternative material or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Bidder/Contractor complies with the following requirements:

- (1) The Bidder/Contractor shall submit its proposal to the Architect for an alternative as an "equal" in writing no later than 35 Days after the award of the Contract, unless otherwise specified in the Supplementary General Conditions (Public Contract Code section 3400). In exceptional cases where the best interests of the Trustees so require, the Construction Administrator may give written consent to a submittal or re-submittal received after the expiration of the time limit designated. The Bidder/Contractor is responsible for timely submittal of its proposed "or equal."
- (2) No proposal will be considered unless accompanied by complete information necessary to permit determination of the equality of the offered materials or equipment. Samples shall be provided when requested by the Architect or the Trustees.
- (3) The burden of proof as to the comparative quality and suitability of the offered materials or equipment shall be upon the Bidder/Contractor. Where the material is specified by capacity or performance, the burden of proof shall be on the Bidder/Contractor to show that any particular equipment or materials meet the minimum capacities or the performance requirements specified. The Bidder/Contractor shall furnish at its own expense all information necessary for a determination as to whether the minimum capacities or performance requirements will be met.

The Architect shall be the judge of such matters. If the Architect rejects the use of any alternative materials or equipment, then one of the products designated by brand name shall be furnished.

If changes or delays are required for proper installation or fit of alternative materials, articles, or equipment, or because of deviations from Contract Documents, such changes or delays shall be made at the Contractor's expense without recourse for reimbursement from the Trustees.

d. Substitutions.

If the Contractor proposes a product that is of lesser or greater quality or performance than the specified material or equipment, it must comply with these provisions of Article 5.04, but, in addition, the Contractor must submit any cost impact, and must pay the Architect's fees associated with the review of this substitution. By submitting a substitute, the Contractor waives any rights to claim a delay due to the processing of this substitution. The time for submittal of a substitution of an unequal product shall be restricted to 35 Days after the effective date on the Notice to Proceed unless the Trustees allow a longer period in writing. The Trustees are not obligated to review or accept substitutions.

5.05 Quality of Materials, Articles and Equipment

Materials, articles and equipment furnished by the Contractor for incorporation into the Work shall be new. When the Contract requires that materials, articles or equipment be furnished, but the quality or kind thereof is not specified, the Contractor shall furnish materials, articles or equipment at least equal to the kind or quality or both of materials, articles or equipment which are specified.

5.06 Testing Materials, Articles, Equipment and Work

- a. Materials, articles, equipment or other Work requiring tests are specified in the Contract. Materials, articles and equipment requiring tests shall be delivered to the Site in ample time before intended use to allow for testing and shall not be used prior to testing and receipt of written approval. The Contractor shall be solely responsible for notifying the Trustees where and when materials, articles, equipment and Work are ready for testing. Should any such materials, articles, equipment or Work be covered without testing and approval, if required, they shall be uncovered at the Contractor's expense. The Trustees have the right to order the testing of any other materials, articles, equipment or Work at any time during the progress of the Work. Unless otherwise directed, all samples for testing shall be taken by the Trustees from materials, articles or equipment to be used on the Project or from Work performed. All tests will be under the supervision of, and at locations convenient to, the Trustees. The Trustees shall select the laboratories for all tests. Decisions regarding the adequacy of materials, articles, equipment or Work shall be issued to the Trustees in writing.
- b. All costs of the initial required tests shall be borne by the Trustees. The Trustees may decide to take further samples and tests, and if the results show that the Work was not defective, the Trustees shall bear the costs of such samples and tests.
- c. In the event the results of such additional samples and tests show that the Work was defective, the Contractor shall bear the cost of such samples and tests. Samples that are of value after testing shall remain the property of the Contractor. All retesting costs may be back-charged to the Contractor by the Trustees.

5.07 Rejection

Should any portion of the Work fail to comply with the requirements of the Contract, such Work shall be rejected in writing and shall immediately be made satisfactory to the Architect and the Trustees, by the Contractor, at no additional expense to the Trustees. Any Work that is rejected shall immediately be removed from the premises at the Contractor's expense. The Trustees may retain one and one-fourth times the cost of the rejected Work from any payments due the Contractor until it is made acceptable to the Architect and the Trustees. The Trustees may back charge the Contractor for design costs incurred in the correction of Contractor's rejected Work.

5.08 Off-Site Testing

The Trustees shall bear the cost of off-site testing up to a distance of fifty (50) miles from the Project site and up to one fabrication yard or manufacturing plant per manufactured item, for example, structural steel. If the cost of testing is increased because the fabrication yard or manufacturing plant is located beyond this fifty-mile radius, then the increased costs shall be borne by the Contractor. The increased cost due to the use of multiple fabrication yards or manufacturing plants for similar materials shall be borne by the Contractor.

5.09 Responsibility of Quality

The testing and inspection provided by the Trustees shall not relieve the Contractor of its responsibility for the quality of materials and workmanship provided by the Contractor, and the Contractor shall make good all defective Work discovered during or after completion of the Project.

6.00 - CHANGES IN THE WORK

6.01 Change Orders

The Trustees reserve the right to issue written orders, or Field Instructions, to the Contractor, which shall be signed by the Trustees' Construction Administrator. Through the use of Field Instructions, the Construction Administrator may direct changes in the Work at any time prior to the acceptance of the Project without voiding the Contract, and Contractor shall

promptly comply with such orders. The Contractor may request changes in the Work, but shall not act on the changes until approved in writing by the Trustees. Any change made without the Trustees' written authorization shall be the responsibility of the Contractor; in this case the Trustees will not increase compensation or extend time for a change involving greater expense to the Contractor and may reject changes. The consequent responsibility falls on the Contractor to replace at its own expense the changed Work with that originally specified (Public Contract Code section 10827).

On the basis set forth herein, the Contract price shall be adjusted for any written order or Field Instruction requiring a different quantity or quality of labor, materials or equipment from that originally required, and the partial payments to the Contractor, set forth in Article 8.02, Partial Payments, shall be adjusted to reflect the change. Whenever the necessity for a change arises, and when so ordered by the Trustees in writing, the Contractor shall take all necessary steps to halt such other Work in the area of the change that might be affected by the change. Changed Work shall be performed in accordance with the original Contract requirements except as modified by the change. Except as herein provided, the Contractor shall have no claim for any other compensation due to changes in the Work (Public Contract Code section 10841).

a. Proposed Change Orders.

The Trustees shall issue to the Contractor a cost request bulletin via the Architect, for a proposed change order describing the intended change and shall require the Contractor to respond with a proposed amount to be added to or subtracted from the Contract price due to the change supported by a detailed estimate of cost (hereinafter called a change order request). Upon request by the Trustees, the Contractor shall permit inspection of the original Contract estimate, subcontract agreements, or purchase orders relating to the change. The Contractor shall also include in its response to the cost request bulletin, with substantiating detailed explanation, any request for adjustment in time of final completion of the Project that is directly attributable to the changed Work. Contractor's failure to request adjustment of time on the change order request shall waive any right to subsequently claim an adjustment of the time for final completion based on the changed Work. The Contractor shall submit the change order request with detailed estimates and any time extension request thereon to the Architect and the Trustees within fifteen (15) Days after issuance of the cost request bulletin, with a copy to the Project Manager/Construction Inspector. If not submitted within the required fifteen (15) Days, and the Contractor has not obtained the Architect's and the Trustees' permission for a delay in submission, the Trustees may order the Contractor in writing to begin the Work immediately, in accordance with Article 6.01-c or Article 6.02, and the Contract price shall be adjusted in accordance with the Trustees' estimate of cost, unless the Contractor within fifteen (15) Days following completion of the changed Work presents proof convincing to the Trustees that the Trustees' estimate was in error. For any amount to be added to the Contract price for the changed Work, the Trustees shall determine payment will be made in one of the following three ways: a lump sum amount, time and materials with a guaranteed maximum price, or time and materials with no guaranteed maximum price. If either of the latter two methods is agreed upon, the Contractor shall keep and submit time and materials records verified daily by the Construction Inspector to substantiate its costs and to furnish such proof.

When the Trustees and the Contractor agree on the amount to be added to or deducted from the Contract price and the time to be added to or deducted from the completion date, and a Contract change order is signed by the Trustees and the Contractor, the Contractor shall proceed with the changed Work. When the Trustees and the Contractor agree to the adjustment in the Contractor's compensation for the performance of changed Work, but fail to agree to the time adjustment for such Work, the Contractor shall proceed with the Work at the agreed price, reserving the right to further pursue its claim for a time adjustment (see Article 4.15-d, Adjustment of Contract Time Due to Acts of the Trustees or the Architect). Any costs incurred to acquire information relative to a proposed change order shall not be borne by the Trustees.

b. Allowable Costs upon Change Orders.

The only costs (estimated or actual) allowable due to changed Work, and the manner in which such costs are computed, shall be in accordance with the following eight provisions. In submitting a change order request, the Contractor affirms that the cost is submitted in good faith, that the cost is accurate and is in accordance with the provisions of the Contract requirements, and the Contractor submits the cost recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim to the Trustees (Government Code sections 12650 *et seq.*). Direct cost is defined as the actual cost of Work before the application of any mark-ups for overhead and profit. In addition to items identified in the following provisions, direct cost items may include: hoisting, clean-up (both periodic and final), trash removal, traffic control and dust control.

(1) Labor.

Costs are allowed for the actual payroll cost to the Contractor for labor, field supervision of changed Work, (but not field office supervision nor indirect supervision) and engineering or technical services directly required for the performance of the changed Work (but not site management such as field office estimating, clerical, purchasing, as-builts, change order coordination, or warranty). Costs include payments, assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance

payments, contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the federal government required by the Social Security Act.

No labor cost will be recognized at a rate in excess of the wages that are paid by the Contractor for similar Work on the Project at the time the Work is performed, nor will the use of a classification which would increase the labor cost be permitted unless the Contractor established to the satisfaction of the Trustees the necessity for use of such higher classifications of workers. The Contractors and subcontractors shall submit a fully detailed breakdown of the cost of every labor classification to be utilized on a proposed change on the Hourly Labor Rate Worksheet. The Trustees may verify wage and burden per Article 4.02-a, Prevailing Wage, subdivision (6). The unit cost of labor shall be an accurate accounting of actual costs paid in accordance with the allowances herein, and it shall be submitted under penalty of perjury.

(2) Materials.

Contractor's costs are allowed for the cost of the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of transportation, sales tax, and delivery if necessarily incurred. If a trade discount by the actual supplier is available to the Contractor, it shall be credited to the Trustees. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials. Cost for consumed materials may be charged on a reasonably estimated basis, but may not be a percentage of labor.

If, in the opinion of the Trustees, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost from the actual suppliers thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The Trustees reserve the right to furnish such materials as they deem advisable, and the Contractor shall have no claim for costs or profits on material furnished by the Trustees.

(3) Equipment.

Contractor's costs are allowed for the actual cost of the use of equipment directly required in the performance of the changed Work except that no payment will be made for time while equipment is inoperative due to breakdowns or for non-working days. The rental time shall include the time required to move the equipment to the Project site from the nearest available source for rental of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project in any other way than upon the changed Work. Individual pieces of equipment having a replacement value of \$200.00 or less shall be considered to be small tools or small equipment, and no payment therefor will be made unless it has been rented specifically for the changed Work. Consumed equipment or tools, such as paint brushes, rollers, drill bits, etc. may be charged on an actual or reasonably estimated cost basis and are not to be charged as a percentage.

For equipment owned, furnished, or rented by the Contractor, no cost therefor shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed.

The amount to be paid to the Contractor including mark-up for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel (unless the Contractor has demonstrated that mark-up does not cover consumed fuel cost), power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and any and all costs to the Contractor incidental to the use of such equipment. Equipment operators shall be paid for as provided in Article 6.01-b (1), above.

(4) Mark-ups on Change Orders.

The mark-ups allowed on the direct cost of changed Work include all incidental overhead support costs and profit. Such incidental overhead support costs include: estimating and purchasing; indirect supervision and Project management; home office overhead; site overhead including facilities and utilities; change order coordination; as-built drawings; warranties; bonds; liability insurance including labor; and small tools. Any incidental overhead support cost not expressly identified herein shall be included in the Contractor's mark-up. No mark-up on mark-up is permitted. If the subcontractor is owned, partially owned, or has a shared profits arrangement with the Contractor, any mark-up otherwise applicable to a change shall be reduced in proportion with the shared profits.

(5) Work by Subcontractors and Vendors.

For any portion of the changed Work which is to be performed by a subcontractor (any tier), the Contractor shall furnish to the Trustees a detailed estimate prepared and signed by subcontractor of the cost to

subcontractor for performing the changed Work. At the option of the Trustees, a lump sum estimate of such cost to subcontractor may be accepted in lieu of the detailed estimate. The combined costs for subcontractor's overhead, profit, taxes, indirect supervision, insurance, bonds, warranty and any other costs not specifically allowed by Article 6.01-b (1), (2) and (3), shall not exceed fifteen (15) percent on the first \$50,000 of the direct cost; thereafter, ten (10) percent on the balance beyond \$50,000. The maximum allowable mark-up of a first tier subcontractor on any subsequent tiers shall be seven (7) percent. The aggregate mark-ups allowed by multiple tiered subcontractors shall not exceed twenty-six (26) percent of the direct cost on the first \$50,000; thereafter, twenty-one (21) percent on the balance beyond \$50,000. Estimates of the amount to be deleted from subcontractor's portion of the Work shall be gross value of the deducted Work plus at least six percent for overhead, bonds, insurance, and related savings added to the direct value of the deleted Work. For changed Work to be furnished by a vendor, the Contractor shall furnish upon demand of the Trustees, a lump sum estimate of the cost of the items including taxes and cartage to the Contractor prepared by the vendor. No vendor mark-up for overhead, profit, layout, supervision or bonds will be allowed for changed Work furnished by a vendor.

(6) General Contractor Mark-up for Added Work.

When changed/added Work is performed by a subcontractor, the Contractor may add no more than ten (10) percent mark-up to the subcontractor's total direct cost estimate (excluding the subcontractor's mark-up) for such Work on the first \$50,000; thereafter the mark-up is seven (7) percent on the balance beyond \$50,000. The Contractor's ten percent mark-up in this case is for profit, overhead, insurance, taxes, indirect supervision, bonds, warranty and any other costs not specifically allowed by Article 6.01-b (1), (2) and (3). Also refer to Article 4.08-e, Utilities, for special mark-up on repair of utilities. The Contractor may add up to fifteen (15) percent to its direct cost when self-performing the changed Work on the first \$50,000 and ten (10) percent thereafter on the balance beyond \$50,000.

(7) Credit for Deleted Work.

Where an entire item or section of Work is deleted from the Contract, the entire subcontract value or bid value shall be considered the appropriate deduction less the value of Work performed, and shall have at least six percent mark-up added thereto for the Contractor's saved overhead, bonds and insurance. If the subcontract value or bid value is not identifiable, then the amount to be deducted from the Contract amount shall be the estimated value of the deducted Work plus at least six percent for saved overhead, bonds and insurance. The value submitted on the schedule of values shall be used to calculate the credit amount and may not be further marked up if it includes the value for general conditions (overhead, bonds, insurance, etc.).

For a proposed change order that involves both added and omitted Work, the Contractor shall separately calculate its total added costs and its total deducted costs, and shall then sum its total added and deducted costs, resulting in the Contractor's net cost for the change order. The Contractor shall then apply the mark-up to this net cost. Similarly, the Contractor shall separately calculate each subcontractor's total added costs and total deducted costs, and shall then sum each subcontractor's total added and deducted costs, resulting in each subcontractor's net cost for the change order. If the resulting net costs for each subcontractor will increase the Contract price, then the Contractor shall apply separate mark-ups for added Work as specified in Article 6.01-b (6). If the resulting net costs for each subcontractor will decrease the Contract price, then the Contractor shall apply separate mark-ups for deleted Work as specified in Article 6.01-b (7).

For example:

Contractor - net cost is \$30,000, Contractor's mark-up is 15%, or \$4,500.

Subcontractor A - net cost is \$20,000, Contractor's mark-up is 10%, or \$2,000.

Subcontractor B - net cost is <\$10,000>, Contractor's mark-up is six percent, or <\$600>.

The Contractor's total mark-up for this example change order is \$5,900.

(8) Market Values.

Cost for added Work shall be no more than market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the Trustees that it investigated all possible means of obtaining Work at prevailing market values and that the excess cost could not be avoided.

When a change order deletes Work from the Contract, the computation of the amount thereof shall be the values which prevailed at the time bids for the Work were opened, if the Work is contained in a subcontract agreement or purchase order executed at or near the time bids were opened.

c. Failure to Agree as to Cost

(1) For Added Work.

Notwithstanding the failure of the Trustees and the Contractor to agree as to the cost of the proposed change order, the Contractor, upon written order from the Trustees, shall proceed immediately with the changed Work. A Field Instruction or letter signed by the Trustees shall be used for this written order. At the start of each day's Work on the change, the Contractor shall notify the Trustees in writing as to the size of the labor force to be used for the changed Work and its location. Failure to so notify may result in the non-acceptance of the costs for that day. At the completion of each day's Work, the Contractor shall furnish to the Construction Inspector a detailed summary of all labor, materials, and equipment employed in the changed Work. The Construction Inspector will compare his/her records with Contractor's daily summary and may make any necessary adjustments to the summary. After the Construction Inspector and the Contractor agree upon and sign the daily summary, the summary shall become the basis for determining costs for the additional Work. The sum of these costs when added to an appropriate mark-up will constitute the payment for the changed Work. Subsequent adjustments, however, may be made based on later audits by the Trustees. When changed Work is performed at locations away from the job site, the Contractor shall furnish in lieu of the daily summary, a summary submitted at the completion of the Work containing a detailed statement of labor, material, and equipment used in the Work. This latter summary shall be signed by the Contractor who shall certify thereon under penalty of perjury that the information is true, and the costs are as allowed in Article 6.01-b (1), (2) and (3). If changed Work is to be paid on the basis of time and materials, a credit for deleted Contract Work shall be included. Mark-up shall be as covered in Article 6.01-b (4), (5), (6) and (7).

The Contractor shall maintain and furnish on demand of the Trustees itemized statements of cost from all vendors and subcontractors who perform changed Work or furnish materials and equipment for such Work. All statements must be signed by the vendors and the subcontractors.

(2) For Deleted Work.

When a proposed change order contains a deletion of any Work, and the Trustees and the Contractor are unable to agree upon the value thereof, the Trustees' estimate may be deducted from the Contract price and may be withheld from any payment due the Contractor until the Contractor presents proof convincing to the Trustees that the Trustees' estimate was in error. The amount to be deducted, other than deletion of an entire item as addressed in Article 6.01-b (7), shall be the costs to the Contractor for labor, materials, and equipment which would have been used on the deleted Work together with the credit mark-up. The guidelines set forth in Article 6.01-b shall be used in computing the amounts involved for changes under than deletion of an entire item.

d. Allowable Time Extensions.

For any change in the Work, the Contractor shall be entitled only to such adjustments in time by which completion of the entire Work is delayed due solely to performance of the changed Work. However, no extension of time shall be granted for a change in the Work unless the Contractor demonstrates to the satisfaction of the Trustees that the Work is on the critical path and submits an updated schedule showing that an extension of time is required and that the Contractor is making, or has made, every reasonable effort to guarantee completion of the additional Work called for by the change within the time originally allotted for the Contract (Public Contract Code section 10842).

e. Use of Allowances.

The Trustees use allowances for specific and discrete scopes of Work that are indeterminate at time of bid and may cause allowances to be included in the base bid as estimates for this Work. Examples of allowances include but are not limited to keying, hard rock excavations, special utility permits or utility connection fees. The Trustees shall authorize each debit from an allowance in writing, using a field instruction. Debits from allowances and mark-ups on allowance work performed by subcontractors shall be in accordance with this Article 6. Since allowances are a part of the base Contract Work, Trustees will not award additional mark-up to Contractor for work performed within the allowance by Contractor or any subcontractor. Contractor shall include a six-percent mark-up on a credit change order for any unused portion of an allowance. Work performed in excess of an allowance is subject to normal mark-ups in accordance with this Article 6.

Contractor shall maintain an allowance log, indicating each debit from each allowance, and submit it with the monthly payment application for the Trustees' approval.

6.02 Emergency Changes

Changes in the Work agreed by the Trustees to be necessary due to unforeseen site conditions, discovery of errors in Plans or Specifications requiring immediate clarification in order to avoid a serious Work stoppage, changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by the Trustees are

kinds of emergency changes which may be authorized by the Trustees in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of written direction from the Trustees.

If agreement is reached as to compensation and/or time adjustment for the purpose of any emergency change, then compensation and/or time extension, as appropriate, will be as provided in Article 6.01 relating to ordinary changes. If agreement is not reached as to compensation and/or time adjustment at the time of commencing the emergency change, then compensation and/or time extension, as appropriate, will be as provided in Article 6.01-c, that is, time and materials records and summaries shall be witnessed and maintained until either a lump sum payment and/or a time extension, as provided in Article 6.01-d, is agreed upon, or the changed Work is completed.

7.00 - CLAIMS AND DAMAGES

7.01 Claims

a. **Claim and Dispute Submittals.**

Any dispute related to this Contract or its breach that is not resolved by agreement shall be promptly submitted in accordance with this Article 7.01, with adequate supporting data. Adequate supporting data shall include, but is not limited to a statement of the reasons for the asserted entitlement, the certified payrolls, invoice(s) for material and equipment rental, an itemized breakdown of any adjustment sought, and supporting schedules.

At the time of submission of any claim, the Contractor shall certify as follows:

SUBMISSION UNDER PENALTY OF PERJURY

“I, (insert full name) , am the (insert title--must be an Officer) of (insert name of firm), and I declare under penalty of perjury under the laws of the State of California and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; that the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which I believe the Trustees are liable, and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650 *et seq.*, pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.”

BY: (signature) Date: (insert date of signature)

Contractor's submission of a claim, properly certified, with all required supporting documentation, and Trustees' written rejection or denial of all or part of the claim(s) are conditions precedent to any action, proceeding, litigation, suit, or demand for arbitration by the Contractor.

b. Contractor's Claim(s) – Notice of Claim.

In accordance with Article 5.02 (Issuance of Interpretations, Clarifications, Additional Instructions), should the Contractor disagree with the determination of the Trustees on a matter that substantially affects the Contractor's costs, compensation or extent of Work, the Contractor shall file a preliminary claim with the Trustees. For purposes of this Article 7.01, "claim" means a separate demand by Contractor, sent by registered or certified mail with return receipt requested, for one or more of the following:

- (1) A time extension for relief from damages or penalty for delay;
- (2) Trustees' payment which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.
- (3) Payment of an amount that is disputed by the Trustees.
- (4) Subcontractor claims.

c. **Actions Prior to Claims Review Board**

- (1) Contractor's Claim Submittal / Documentation.
Contractor submitted its claim in accordance with Article 7.01, subsections 'a' and 'b'.
- (2) Trustees' Review of Contractor's Claim upon Receipt.
The Trustees shall conduct a reasonable review of the claim upon receipt and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying disputed and undisputed portions of the claim. Upon receipt of the claim, the Trustees and Contractor may, by mutual agreement, extend the time provided herein.

The Trustees' failure to issue a written statement shall result in the rejection of the claim in its entirety. A claim that is denied by reason of the Trustees' failure to respond to the claim or to meet the time requirements

contained herein shall not constitute an adverse finding regarding the merits of the claim or the responsibility/qualifications of the Contractor.

(3) Trustees' Payment of Undisputed Portion of Claim.

The Trustees shall pay the undisputed portion of the claim within 60 days after issuing the written statement.

d. Informal Meet and Confer Conference

(1) If Contractor disputes the Trustees' response, or if the Trustees fail to respond to Contractor's claim within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered or certified mail with return receipt requested, the Trustees shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(2) Post-Meet and Confer Conference

Within ten business days following conclusion of meet and confer conference, the Trustees shall provide Contractor a second written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. The Trustees shall pay the undisputed portion within 60 days after the Trustees issue the second written statement.

e. Nonbinding Claims Review Board

Any remaining disputed portion of the claim shall be submitted to nonbinding Claims Review Board. If the Claims Review Board is unsuccessful, Contractor may submit the disputed portion of the claim to mediation.

f. Contractor Submission of Unresolved Claims.

Contractor shall submit all claims in writing in accordance with this Article 7.01 to the Trustees no later than 30 Days after the County Recorder's recordation date on the Trustees' Notice of Completion. The Contractor's failure to submit its claims to the Trustees within this 30-Day period shall constitute a waiver by the Contractor of such claims. Once the claims have been submitted, and the 30 Days after the County Recorder's recordation date on the Notice of Completion have expired, Contractor may not submit any additional claims. Contractor shall have 30 additional Days in which to submit six copies of a total and detailed claims package. Failure to submit the full detailed package within this second 30-Day period shall constitute a waiver by the Contractor of such claims.

g. False Claims.

Contractor submits the claim recognizing the significant civil penalties and treble damages, which follow from making a false claim or presenting a false claim to the Trustees (see Government Code sections 12650 *et seq.*).

h. Trustees' Claim(s) Submittal.

The Trustees shall submit a rebuttal to the Contractor's claim, along with any Trustees' claims to the Claims Review Board within a reasonable time after the submission by the Contractor of a total and detailed claims package or the expiration of the time to file Contractor's claims.

i. Contractor Rebuttal to Trustees' Claims.

Upon submission of any Trustees claims, the Contractor shall have an additional 30-day period to submit to the Claims Review Board the Contractor's rebuttal to the Trustees' claims.

j. Claims Review Board.

The Trustees will convene a Claims Review Board to hear the submitted claims at the completion of the Project. Each Claims Review Board shall continue to function until the members review all pertinent facts and arrive at a recommendation. The Assistant Vice Chancellor for Capital Planning, Design and Construction, or a designee administers the Claims Review Board process. These administrative responsibilities include, but are not limited to, selection of the Claims Review Board members, determination of the time and location of the hearing, and application of the Claims Review Board procedures. The Claims Review Board is comprised of representatives of the California State University, which may include representatives of Capital Planning, Design and Construction staff who have not had any direct connection to the Project. It is a neutral, lay dispute resolution board, in which an independent third-party board assists the parties in dispute resolution through negotiation or by issuance of an evaluation or recommendation. Attorneys and third party claims specialists may not participate in the hearings, with the exception of scheduling consultants. The Board's recommendation will be made as soon as possible after the conclusion of the hearing, and that recommendation is made to the appropriate University official and the Assistant Vice Chancellor of Capital Planning, Design and Construction.

The decision to accept or reject the Board's recommendation is the responsibility of either the University official, if the Project was administered by the University, or the Assistant Vice Chancellor, if the Project was administered by Capital Planning, Design and Construction. The decision of the University official or the Assistant Vice Chancellor (as appropriate) exhausts the Contractor's contractual and administrative remedies with the Trustees.

k. Actions Post Claims Review Board.

(1) Initial Mediation.

Should a dispute remain unresolved following exhaustion of the Claims Review Board process, the parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute.

Within ten business days after the disputed portion has been identified in the Trustees' second written statement, the Trustees and Contractor shall mutually agree to a mediator, for which the Trustees and the Contractor shall share the costs equally. If Contractor and Trustees cannot agree on a mediator, each party shall select a mediator, and these 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.

(2) Other Dispute Resolution.

If, on completion of such mediation, the parties are unable to agree and settle the dispute, then the dispute may be pursued in litigation or through some other dispute resolution technique, except arbitration.

7.02 Delay in Completion--Liquidated Damages

If the Work is not completed within the time required, the Trustees will sustain damage. It is, and will be, impractical and extremely difficult to determine the actual damage that the Trustees will sustain by reason of the delay. It is therefore agreed that the Contractor will pay to the Trustees the sum of money stipulated per Day in the Contract for each Day's delay in completing the Work beyond the time prescribed, see Article 8.01, Acceptance. If the Contractor fails to pay such liquidated damages, the Trustees may deduct the amount thereof from any money due or that may become due the Contractor under the Contract (Public Contract Code section 10826). If the Trustees have occupancy of all or the majority of the Project and can use it for its intended purpose including operation of fire and life safety systems, the Trustees may reduce the amount of assessment of liquidated damages (if it is determined to be in the best interest of the Trustees). In this case, the Trustees may reduce the liquidated damages assessment to \$500 per Day or half of the value originally stipulated per Day, whichever is higher. The Trustees' assessment of liquidated damages shall not commence on a Saturday, Sunday or legal holiday.

7.03 Termination for Cause

If the Trustees deem that Contractor has failed to supply an adequate working force or material of proper quality, or Contractor has failed in any other respect to prosecute the Work with the diligence and force as required by the Contract, then the Trustees may take any of the actions authorized by Public Contract Code section 10843 *et seq.* The Contractor's failure to complete a punch list with diligence is an example of a failure to prosecute the Work with the diligence and force required by the Contract.

If the costs of finishing the Work exceed the unpaid balance of the Contract sum, the Contractor shall pay the difference to the Trustees.

If it is subsequently determined that grounds for termination under this Article do not exist, then the Contractor shall be deemed to have been properly terminated for convenience under Article 7.04, Termination for Convenience.

7.04 Termination for Convenience

After the third payment request or 90 Days, whichever comes first, the Trustees may terminate this Contract or any part thereof, for its sole convenience and without cause. Unless Trustees direct otherwise, upon written notice from the Trustees of such termination, the Contractor shall:

- a. Stop all Work under the Contract except that specifically directed to be completed before suspension of the Work.
- b. Perform Work the Trustees deem necessary to secure the Project for termination.
- c. Remove equipment and plant from the site of the Work.
- d. Take such action as is necessary to protect materials from damage.
- e. Notify all subcontractors and suppliers that the Contract has been terminated, and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Trustees. Reference Articles 4.05, Delegation of Performance and Assignment of Money Earned, and 7.05, Assignment of Subcontracts.
- f. Provide the Trustees with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including their storage locations, and such other information as the Trustees may request.
- g. Handle materials not yet used in the Work as directed by the Trustees. The Contractor shall provide the Trustees with good title to all materials purchased hereunder, including materials for which partial payment has been made.
- h. Subject to prior written approval of the Trustees, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Trustees, the Contractor shall assign to the Trustees all the right, title and interest of the Contractor under subcontracts or orders for materials.

- i. Furnish the Trustees with the documentation required to be furnished by the Contractor under the provisions of the Contract.
- j. Take such other actions pertinent to terminating the Contract as the Trustees may direct.
- k. Remain liable for any defective construction completed before termination.

The Contractor shall be paid in accordance with the provisions of Article 8, Payment and Completion, with the following exception. The amount due the Contractor shall be based upon the Trustees' final estimate of the actual Work completed, or acceptable materials furnished but not used, to the date of suspension of the Work, less any amounts required to be withheld pursuant to Article 8, and less any prior payment(s) made to, or on account of the Contractor.

7.05 Assignment of Subcontracts

Should the Trustees terminate Contractor's control over the Work under Article 7.03, Termination for Cause, or 7.04, Termination for Convenience, the Trustees may elect to take legal assignment of subcontracts, purchase orders, and other contractual rights. In such an event and as a condition of receiving the payments referenced in these Articles, the Contractor shall execute and deliver all papers and take all steps, including the legal assignment to the Trustees of subcontracts, purchase orders, and other contractual rights of the Contractor, as the Trustees may require. This will be done to fully vest in the Trustees all rights and benefits of the Contractor under such subcontracts, purchase orders, or other contractual rights in order that the Trustees may proceed to finish the Project.

7.06 Third-Party Claims

The Trustees have full authority to compromise or otherwise settle any claim relating to a Contract at any time. However, the Trustees shall notify the Contractor of the receipt of any third-party claim relating to the Contract (Public Contract Code section 9201).

8.00 - PAYMENT AND COMPLETION

8.01 Acceptance

When the whole Project has been completed in all respects in accordance with the Plans and Specifications, to the full satisfaction of the Trustees, the Trustees will then file a Notice of Completion with the County Recorder in the county in which the Project is located. Projects bid with a segregation of costs for separate, independent portions may, at the Trustees' discretion, have each of the separate portions accepted individually. The date of acceptance of the Project as stated on the Notice of Completion shall be the official completion date relating to the assessment of liquidated damages. Acceptance shall be final and conclusive except for latent defects, gross mistakes amounting to fraud, audit rights, or Trustees' rights under any warranty or guarantee.

The County Recorder's date of recording on the Notice of Completion, if filed timely (within fifteen Days of acceptance), shall be the official completion date relating to stop payment notices. All stop payment notices must be filed with the Trustees within 30 Days after the County Recorder's recordation date on the Trustees' timely filed Notice of Completion. All claims arising from this Contract shall be submitted in writing to the Trustees no later than 30 Days after the recordation date on the Trustees' Notice of Completion, see Article 7.01, Claims.

8.02 Partial Payments

To assist in computing partial payments, the Contractor shall submit to the Architect, the Construction Inspector, and the Trustees a "Schedule of Values" of the Contractor's actual and estimated costs for each item of Work, including approved change orders. The cost breakdowns shall be in sufficient detail for use in estimating the Work to be completed each month and shall be submitted within 21 Days after the date of commencement of Work given in the Notice to Proceed. The Contractor shall also provide the breakdown of the awarded Contract value by completing the Unifomat Building Systems form. This information is valuable to the Trustees for budgeting purposes, and shall be submitted by the Contractor to the Construction Administrator along with the initial submittal of the Schedule of Values.

Once each month during the progress of the Work, the Contractor shall submit to the Construction Administrator a partial payment request that has been received and agreed to by the Architect and the Trustees' Project Manager/Construction Inspector. The Contractor shall base the partial payment request on the approved bid breakdown for the cost of the Work completed plus, where applicable, a maximum of 90% of the verified supplier-invoiced and Contractor-purchased value for the acceptable materials delivered to the site, or stored subject to the control of the Contractor but identified as the property of the Trustees, and not yet installed and as allowed on the Contract Payment Request, Form 702.12, line 2-f. The Contractor must make any materials stored offsite accessible to the Trustees to verify invoiced value and shall deliver these materials to the Trustees upon request. When submitting a request for payment for materials, the Contractor shall submit the Request for Materials On Hand, Form 702.17, with its partial payment request.

The partial payment request shall be submitted on the monthly anniversary of the day selected by the Contractor in the job start meeting. The Architect and Construction Inspector shall review and certify the validity of the request, which, if the request includes an invoice for materials, then it shall include an inspection by the Construction Inspector of materials invoiced. No partial payment shall be made without the certification of the Architect, unless the partial payment is strictly administrative, and is processed after the completion of the Work (e.g. release of stop payment notice claims).

Partial payment requests shall be processed with five percent retention. The Trustees hold retention as security for the fulfillment of the Contract by Contractor. The Trustees will withhold sufficient funds in addition to the retention to cover for anticipated liquidated damages, stop payment notices, Labor Code wage and penalty assessments, unacceptable Work, punch list Work, and Trustees' back-charges such as for retesting and re-inspection. The Trustees will withhold monies from partial payments for incomplete punch list Work in addition to retention. The Trustees shall not process partial release of retention before Contract completion (Public Contract Code section 10851) unless the Project is phased with a segregation of costs per Articles 8.01 and 8.05.

Partial payments shall not be construed as acceptance of any Work that is not in accordance with the requirements of the Contract. Once the Architect and the Construction Inspector have certified the partial payment request, it shall be submitted to the Trustees' Construction Administrator for approval and processing (Public Contract Code section 10851). Payment will then be processed in accordance with section 10853 of the Public Contract Code. Such procedure provides for 39 Days processing, from the date of receipt by the Construction Administrator, prior to assessment of late payment interest.

8.03 Escrow in Lieu of Retention

Upon the Contractor's request, and with the approval of the Trustees, the Trustees may make payment of the five percent retention withheld from progress payments pursuant to the requirements of Public Contract Code section 10852, if the Contractor deposits in escrow with the State Treasurer securities eligible for investment of State funds under Government Code section 16430, or bank certificates of deposit, and satisfies the conditions specified in Public Contract Code section 10852 and prescribed by the Trustees.

8.04 Stop Payment Notices

Trustees shall retain out of any money due or that may become due the Contractor, sums sufficient (125 percent of the claim) to cover claims filed pursuant to the stop payment notice provisions of the law (Civil Code section 9000 *et seq.*).

Preliminary notices and stop payment notices shall be presented to the Trustees in proper form and should be addressed to the Construction Administrator and sent to the Trustees at the address identified in the letter transmitting the Contract for signature and at the preconstruction conference. Contractor shall be responsible to communicate this information to all subcontractors.

8.05 Payment

After Trustees' acceptance of the Project as complete, the Contractor shall submit to the Construction Administrator a payment request indicating the total due under the Contract less the retention. This payment request will be processed in the same manner as the partial payment requests. Refer to Article 8.02, Partial Payments.

The Trustees shall notify the Contractor of the date of recordation of the Notice of Completion. The Contractor shall then submit a request for payment of the retention to the Construction Administrator, who will process the retention payment 30 Days after the date of recordation by the County Recorder.

The Trustees shall continue to retain funds to cover liquidated damages, stop payment notices, state labor commissioner claims, back charges from the University, unexecuted credit change orders, and other such claims that may be received up to the end of the 30 Days period following recordation. If any stop payment notice has been filed, payment shall be withheld in an amount of at least 125 percent of the total claims filed until either the rights under the stop payment notice have been settled or the Contractor has posted sufficient bond in an amount of 125 percent of the total claims filed to secure payment of such claims.

On projects bid with a segregation of costs for separate, independent portions which portions are accepted individually pursuant to Article 8.01, Acceptance, the final payment procedure specified in this Article shall be followed. The total amount due under the Contract, the amounts retained, other claims for compensation, and the filing of stop payment notices shall refer only to the portion accepted.

8.06 Guarantee

The Contractor hereby unconditionally guarantees the Work under this Contract to be in conformance with the Contract requirements and to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the Project pursuant to Article 4.15-b, Starting and Completion Date, unless a longer guarantee period is stipulated in the Contract Documents. Contractor shall obtain and deliver to the Trustees all manufacturers' warranties; the manufacturers' warranties shall start on the acceptance date noted on the Notice of Completion and shall run through the full term of each manufacturer's standard warranty. By this guarantee the Contractor agrees, within the guarantee period, to repair or replace any Work, together with any adjacent Work which may be displaced in so doing which is not in accordance with the

requirements of the Contract or which is defective in its workmanship or material, all without any expense whatsoever to the Trustees.

Special guarantees that are required by the Contract shall be signed by the Contractor who is responsible for the entire Work and countersigned by the subcontractor that performs the Work.

The Contractor further agrees that within ten (10) Days after being notified in writing by the Trustees of any Work not in accordance with the requirements of the Contract or of any defects in the Work, Contractor shall commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee and to complete the Work in accordance with the requirements of the Contract within a reasonable period of time. The Contractor, in the event of failure to so comply, does hereby authorize the Trustees to proceed to have the Work done at the Contractor's expense, and it agrees to pay the cost thereof upon demand. The Trustees shall be entitled to all costs necessarily incurred upon the Contractor's refusal to pay the above cost.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to health or safety of the Trustees' employees, property, or licenses, the Trustees may undertake at the Contractor's expense, without prior notice, all Work necessary to correct such hazardous conditions caused by the Work of the Contractor that is not in accordance with the requirements of this Contract.

8.07 Contractor Evaluation

The University will perform a contractor evaluation and file a report with the Trustees after completion of the Project. If the Contractor fails to perform the construction Contract responsibly by failing to complete all Work and requirements, including honoring the warranty, the construction administrator shall so state the facts on the Contractor Evaluation Form. If an evaluation results in a non-responsible contractor finding, it could affect the Contractor's prequalification and may cause the Contractor to be deemed ineligible to bid on Trustees' Work. Refer also to Article 2.10, Failure to be a Responsible Bidder.

9.00 - MISCELLANEOUS

9.01 Governing Law

The Contract shall be governed by the laws of the State of California.

9.02 Successors and Assigns

The Trustees and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of their obligations under the Contract.

9.03 Rights and Remedies

All Trustees' rights and remedies under the Contract Documents will be cumulative and in addition to and not in limitation of all other rights and remedies of Trustees under the Contract Documents or those otherwise available at law or in equity.

No action or failure to act by Trustees or Trustees' representative will constitute a waiver of a right afforded them under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by Trustees or Trustees' representative of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver.

No provision contained in the Contract Documents shall create or give to third parties any claim or right of action against the Trustees, Trustees' representative, or Contractor.

9.04 Waiver

A waiver of or failure by Trustees or Trustees' representative to enforce any requirement in this Contract will not constitute a waiver of, and will not preclude the Trustees or Trustees' representative from enforcing, any other requirement of the Contract, and the Contract will remain valid.

A waiver of or failure by Trustees or Trustees' representative to enforce any requirement in this Contract in connection with any adjustment of the Contract Amount or Contract Time will not constitute a waiver of, and will not preclude the Trustees or Trustees' representative from enforcing, such requirements in connection with any other adjustments of the Contract Amount or Contract Time.

The Contractor agrees and understands that no oral directive, approval or representation, either express or implied, by Trustees or its agents shall be binding upon Trustees.

9.05 Survival

The provisions of the Contract which by their nature survive termination of the Contract or Acceptance under Article 8.01, including all warranties, indemnities, payment obligations, and Trustees' right to audit Contractor's books and records, shall remain in full force and effect after Acceptance or any termination of the Contract.

9.06 Complete Contract

The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may be modified only by a written instrument signed by both parties or as provided in Article 6.00, Changes in the Work.

9.07 Severability of Provisions

If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

9.08 Notices

Except as otherwise provided, all notices, requests, demands, and other communications to be given under the Contract Documents shall be in writing and shall be transmitted by one of the following methods:

- a. Personally delivered.
- b. Sent by facsimile copy where receipt is confirmed.
- c. Sent by courier where receipt is confirmed.
- d. Sent by registered or certified mail, postage prepaid, return receipt requested.

Such notices and other communications in this Article 9.08 shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Such notices and communications shall be given at the respective street addresses set forth in the Contract. Such street addresses may be changed by notice given in accordance with this Article 9.08.

9.09 Counterparts

Agreements may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

-End of Contract General Conditions for Design-Bid-Build Major Projects-

Supplementary General Conditions to Contract General Conditions for Design-Bid-Build Major Projects

●Article 2.02-a, License and Public Works Registration, subsection (2), Public Works Registration with Department of Industrial Relations, first paragraph, delete and replace with the following:

(2) Public Works Registration with Department of Industrial Relations

The Trustees will only issue public works bids and award public works contracts to currently registered contractors and subcontractors on the Trustees' public works projects. All bidders and subcontractors of all tiers must register to bid public works projects with the Department of Industrial Relations (DIR), and obtain and maintain current registration numbers (Labor Code section 1725.5). Note: DIR will assess a penalty on any public works contractor who allows its registration to lapse. DIR will also assess a penalty on any contractor who subcontracts to any contractor who is not registered with the DIR for each day the subcontractor is not registered. For more information review the DIR public works registration requirements at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

●Article 2.06-b, Listing of Proposed Subcontractors, subsection (4), Subcontractor Directory, delete and replace with the following:

(4) Subcontractor Directory

The successful Bidder shall maintain current information requested on the Subcontractor Directory for all tiers of subcontractors working on the Project, and shall submit the Subcontractor Directory with its signed Contract and with all payment requests. All tiers of subcontractors working on the project shall register with the DIR in accordance with Article 2.02-a(2), Public Works Registration with Department of Industrial Relations.

●Article 2.13, Disabled Veteran Business Enterprise Participation Requirement and Incentive, subsection h, Prime Contractor's DVBE Subcontracting Report (DVBE Subcontracting Report), delete and replace with the following:

h. Prime Contractor's DVBE Subcontracting Report

- (1) Contractor shall submit the Prime Contractor's DVBE Subcontracting Report to the Trustees within 60 days of receipt of the final (retention) payment.
- (2) In submitting the DVBE Subcontracting Report, Contractor certifies the following information provided in the report is true and correct:
 - (a) the total amount Contractor received from the Trustees under the Contract,
 - (b) the name, address, and DVBE number for the DVBE(s) that participated in the performance of the Contract,
 - (c) the total contracted amount for each DVBE,
 - (d) the total payment amounts made to the DVBEs; and
 - (e) the actual percentage of DVBE participation that was achieved for this Contract.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation in accordance with Military and Veterans Code section 999.5(d).

●Article 4.02-b, Nondiscrimination, subsection (2), delete and replace with the following:

- (2) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 *et seq.*), the regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4.1, Chapter 5, section 11000 *et seq.*) and the provisions of Government Code, Article 9.5, Chapter 1, Part 1, Division 3, Title 2, sections 11135-11139.8.

●Article 4.06, Insurance Requirements

This Project shall be enrolled in the Trustees' Owner Controlled Insurance program, for which the provisions found in Article 4.06-b shall apply.

●Article 4.06-b, Owner Controlled Insurance Program (OCIP), delete and replace with the following:

b. Owner Controlled Insurance Program (OCIP).

The Trustees shall enroll any Project awarded with a Contract Amount of ten million dollars or more in this program. Contractor shall refer to the Supplementary General Conditions to determine if this Project is enrolled in this program, and shall disregard these provisions of Article 4.06-b if not.

The Trustees have established an Owner Controlled Insurance Program, or OCIP, which will provide to Enrolled Parties (as defined below) Workers' Compensation and Employer's Liability insurance,

Commercial General Liability insurance, and Excess Liability insurance, as summarily described below, in connection with the performance of the Work (OCIP Coverage). The OCIP is more fully described in the insurance manual (Insurance Manual) for the Project, which can be downloaded from <http://www.calstate.edu/cpdc/CM/OCIP.shtml>. Parties performing labor or services at the Project site shall enroll in the OCIP, unless they are Excluded Parties (as defined below). The Trustees have designated Alliant Insurance Services, Inc. as the OCIP Administrator (OCIP Administrator).

As described herein, Contractor and all subcontractors shall include in their proposals, bids, and change orders all costs for insurance coverage described in the preceding Article 4.06-a, Insurance Requirements. All Contractors shall bid gross of contractor's insurance costs. The OCIP Administrator shall determine the actual cost of this insurance, made redundant due to enrollment in the OCIP program, through use of the bid credit tracking process, and these costs shall be credited to the Trustees with the change order process. Reference the following Article 4.06-b (5), Trustees' Insurance Obligations.

(1) Enrolled Parties and their Insurance Obligations.

OCIP Coverage shall cover Enrolled Parties. Enrolled Parties are: the Trustees as the Owner, the OCIP Administrator, Contractor and eligible subcontractors of all tiers that enroll in the OCIP, and such other persons or entities as Trustees may designate, in its sole discretion, (each party insured under the OCIP is an "Enrolled Party").

For all Enrolled Parties, the OCIP Administrator shall deem that, upon each party's enrollment in the OCIP for all on site activities, each party's obligation to obtain Comprehensive or Commercial Form Liability Insurance and Workers' Compensation including Employer's Liability Insurance, set out under Article 4.06-a(1)(a), has been satisfied.

All Enrolled Parties must still comply with all other provisions of Article 4.06-a, including providing Business Automobile Liability insurance for all activities, and providing Comprehensive or Commercial Form Liability insurance for off-site activities, providing Workers' Compensation/Employer's Liability Insurance for off-site activities, and providing any other insurance required under Article 4.06-a, or under any Supplementary General Conditions.

(2) Excluded Parties and Their Insurance Obligations.

The OCIP Coverage does not cover the following "Excluded Parties":

- (a) Hazardous materials remediation, removal and/or transport companies and their consultants;
- (b) Heavy demolition. Selective demolition as an incidental part of a larger contract is included.
- (c) Architects, surveyors, engineers, and soil testing engineers, and their consultants;
- (d) Vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Project site;
- (e) Contractor and each of its respective subcontractors of all tiers that do not perform any actual labor on the Project site; and
- (f) Trustees may exclude any other party or entity not specifically identified herein in its sole discretion even if they are otherwise eligible.
- (g) Subcontractors, of any tier, with an EMR rating of over 1.25 unless specifically approved by the Underwriter.

Excluded Parties must fully comply at all times with the requirements of Article 4.06-a.

(3) OCIP Insurance Policies Establish the OCIP Coverage.

The OCIP Coverage and exclusions summarized in this Article 4.06-b and in the other Contract Documents are set forth in full in their respective insurance policies. The summary descriptions of the OCIP Coverage in this Article 4.06-b or the Insurance Manual are not intended to be complete or to alter or amend any provision of the OCIP Coverage. In the event any provision of this Article 4.06-b, the summary below, the Insurance Manual, or the Contract Documents conflicts with the OCIP insurance policies, the provisions of the OCIP insurance policies shall govern.

(4) Summary of OCIP Coverage.

OCIP Coverage shall apply only to those operations of each Enrolled Party performed at the Project site in connection with the Work, and only to Enrolled Parties that are eligible for the OCIP. OCIP

coverage shall not apply to ineligible parties, even if they are erroneously enrolled in the OCIP. An Enrolled Party's operations away from the Project site, including product manufacturing, assembling, or otherwise, shall only be covered if such off-site operations are identified and are dedicated solely to the Project. OCIP Coverage shall not cover off-site operations until receipt by Contractor or its Subcontractor of any tier of written acknowledgment of such coverage from the OCIP Administrator.

Following is a summary of the coverage provided under the OCIP:

<u>Coverage</u>	<u>Limits</u>
(a) Workers' Compensation Insurance	Statutory Limit
This insurance is primary for all occurrences at the Project site	
(b) Employer's Liability Insurance	
Bodily Injury by Accident, each accident.....	\$1,000,000
Bodily Injury by Disease, each employee.....	\$1,000,000
Bodily Injury by Disease, policy limit.....	\$1,000,000
This insurance is primary for all occurrences at the Project site.	
(c) Commercial General Liability Insurance	
(Written on most current ISO Occurrence Form, or its equivalent)	
Each Occurrence Limit	\$2,000,000
General Aggregate Limit for all Enrolled Parties	\$4,000,000
Products & Completed Operations Aggregate for all Enrolled Parties.....	\$4,000,000
Ten (10) Years Products & Completed Operations Extension	
This insurance is primary for all occurrences at the Project site.	
(d) Excess Liability Insurance (over Employer's Liability & General Liability) .	\$100,000,000
(5) Trustees' Insurance Obligations.	
Trustees shall pay the costs of premiums for the OCIP Coverage. Trustees will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise. Contractor hereby assigns to Trustees the right to receive all such adjustments, and shall use its best efforts to ensure that each of its subcontractors of every tier assigns to Trustees the right to receive all such adjustments. Trustees assume no obligation to provide insurance other than that specified in this Article, and in the OCIP insurance policies. Trustees' furnishing of OCIP Coverage shall in no way relieve or limit, or be construed to relieve or limit, Contractor or any of its subcontractors of any tier of any responsibility, liability, or obligation imposed by the Contract Documents, the OCIP insurance policies, or by law, including, without limitation, any indemnification obligations which Contractor or any of its Subcontractors has to Trustees thereunder. Trustees reserve the right at their option, without obligation to do so, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the Contract Documents.	
(6) Contractor's OCIP Obligations.	
Contractor shall:	
(a) As required by Article 4.06-a:	
(i) Include its full costs for its own insurance in its proposal or bid and in all change order requests, and	
(ii) Require all subcontractors to include their full costs for their own insurance in all subcontractor proposals or bids and in all change order requests from all entities.	
(b) Incorporate the terms of these Contract General Conditions into in all subcontract agreements.	
(c) Enroll in the OCIP within five (5) days of execution of the Contract and maintain enrollment in the OCIP for the duration of the Contract, and assure that each of Contractor's eligible subcontractors of every tier enroll in the OCIP, and maintain enrollment in the OCIP for the duration of their respective subcontract within five (5) days of subcontracting and prior to the commencement of Work at the Project site.	
(d) Comply with all of the administrative, safety, insurance, and other requirements outlined in this Article 4.06-b, the Insurance Manual, the OCIP Safety Manual, the OCIP insurance policies, or elsewhere in the Contract Documents.	

- (e) Provide to each of its Subcontractors of every tier a copy of the Insurance Manual, and ensure subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this Article, and the Contract Documents. The failure of either (1) the Trustees to include the Insurance Manual in the bid documents or (2) Contractor to provide to each of its eligible subcontractors of every tier a copy of the same, shall not relieve Contractor or any of its subcontractors from any of the obligations contained therein.
- (f) Acknowledge, and require all of its subcontractors of every tier to acknowledge, that Trustees and the OCIP Administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an “OCIP Insurer”), that neither Trustees nor the OCIP Administrator are responsible for any claims or disputes between or among Contractor, its subcontractors of any tier, and any OCIP Insurer(s), and that neither Trustees nor OCIP Administrator guarantees the solvency or the availability of limits of any OCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP Coverage that Contractor or its subcontractors of any tier require for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor’s or its subcontractors’ sole responsibility and expense, and shall not be billed to Trustees.
- (g) Cooperate fully with the OCIP Administrator and the OCIP Insurers, as applicable, in its or their administration of the OCIP.
- (h) Provide, within five (5) days of Trustees or OCIP Administrator’s request, all documents or information as requested of Contractor or its subcontractors. Such information may include, but may not be limited to, payroll records, certified copies of insurance coverages, declaration pages of coverages, policy rate pages, certificates of insurance, underwriting data, prior loss history information, safety records or history, OSHA citations, construction cost estimates for this Project, or such other data or information as Trustees, the OCIP Administrator, or OCIP Insurers may request in the administration of the OCIP, to verify the accuracy of the Insurance Credit. All such records shall be maintained through the term of the Contract and for a period of one (1) year thereafter.
- (i) Comply, and require all of its subcontractors to comply with OCIP Administrator’s instructions for electronically enrolling in the OCIP using “Alliant WrapX” and for electronically reporting payroll using “Alliant WrapX.”
- (j) Pay to Trustees a sum in accordance with the Contract Amounts in the table below for each occurrence, including court costs, attorneys’ fees and costs of defense for bodily injury or property damage to the extent losses payable under the OCIP Commercial General Liability Policy are attributable to Contractor’s Work, acts, or omissions, the Work, acts, or omissions of any of Contractor’s Subcontractors of any tier, or the Work, acts or omissions of any other entity or party for whom Contractor or its Subcontractor may be responsible (“General Liability Obligation”).

Contract Amounts	Pay to the Trustees for Each Occurrence
\$1,000,000 or less	\$1,000
\$1,000,000.01 through \$10,000,000	\$5,000
\$10,000,000.01 and over	\$25,000

The General Liability Obligation shall remain uninsured by Contractor, and will not be covered by the OCIP Coverage.

- (7) Identification of OCIP Insurance Credit.
 - (a) Contractor, and all subcontractors of every tier, shall include within its proposal, bid, and all change order requests the full cost of all insurance required under the insurance requirements set forth in Article 4.06-a. All subcontractors shall also include within any proposal, bid, and change order requests submitted to Contractor their full cost of all insurance required under the insurance requirements set forth in Article 4.06-a, or under their subcontract requirements.
 - (b) Contractor and all subcontractors of every tier shall provide all information necessary for enrollment in the OCIP via the Alliant WrapX website, including completing the Insurance Cost Worksheet via Alliant WrapX, for the purpose of allowing Trustees, through the OCIP

Administrator, to identify the OCIP Insurance Credit ("Insurance Credit") for Contractor and all subcontractors. The Insurance Credit as applicable to Contractor shall be defined as Contractor's reduction in insurance cost due to eligibility for, and enrollment in the OCIP, as determined by using the Insurance Cost Worksheet. The Insurance Credit as applicable to a subcontractor shall be defined as the subcontractor's reduction in insurance costs for Workman's Compensation, General Liability and Excess General Liability due to eligibility for, and enrollment in the OCIP. The Insurance Credit shall include the reduction in insurance premiums, related taxes and assessments, and losses retained through the use of the self-funded program, self-insured retention, or deductible program, and expected losses within any retained risk.

- (c) Contractor agrees that Trustees, through its Program Administrator, shall be permitted to review all OCIP enrollment forms, and the Insurance Cost Worksheets submitted by Contractor and any subcontractor of any tier, to verify the accuracy of the Insurance Credit. Upon verification of the Insurance Credit, 100% of the Insurance Credit (Initial Insurance Credit) will be deducted from each Contract Amount by way of deductive change order dedicated solely to these credits. Contractor shall be responsible for entering into deductive change orders with each of its subcontractors to reflect the Initial Insurance Credit applicable to each enrolled Subcontractor. Change order proposals that arise during performance of the Work shall be submitted with all Article 4.06-a insurance costs included. Contractor shall be responsible for entering into deductive change orders with each of its subcontractors at the closeout of each contract to true-up the final Insurance Credit based the agreed upon percentages for each subcontractor, on final contract values, payroll, and loss rates. At the end of the Work a final deductive change order may be issued by Trustees based on Contractor's final contract audit to adjust the Initial Insurance Credit based on final contract values, payroll, and loss rates.
 - (d) In the event Trustees and Contractor or any subcontractor cannot agree on the accuracy of the Insurance Credit, the credit shall be deemed to be the calculated credit or 2.5% of that contract, whichever is greater.
- (8) Contractor's Representations and Warranties to Trustees.
Contractor represents and warrants to Trustees, and shall use its best efforts to ensure that each of its subcontractors of every tier represent and warrant to Trustees that:
- (a) All information they submit to Trustees or to the OCIP Administrator shall be accurate and complete.
 - (b) They have had the opportunity to read and analyze copies of the OCIP insurance policies that are on file in Trustees' office, and that they understand the OCIP Coverage. Any reference or summary in the Agreement, this Article 4.06-b, the Insurance Manual, or elsewhere in any other Contract Document as to amount, nature, type or extent of OCIP Coverage and/or potential applicability to any potential claim or loss is for reference only. Contractor and its subcontractors of all tiers have not relied upon said reference, but solely upon their own independent review and analysis of the OCIP Coverage in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP Coverage and/or its potential applicability to any potential claim or loss.
 - (c) Any time during the course of the contract any cost within the Insurance Credits shall not be billed to Trustees directly or indirectly, and shall not be included in any application for payment, invoice, or change order request.
 - (d) Contractor acknowledges that Trustees shall not pay or compensate Contractor or any subcontractor of any tier, in any manner, for the Costs of OCIP Coverage.
- (9) OCIP Audits.
Contractor agrees that Trustees, the OCIP Administrator, and/or any OCIP Insurer may audit Contractor's or any of its subcontractors' payroll records, books and records, insurance coverage, insurance cost information, bid estimates, pricing for any cost in the Contract Amount or any subcontracted Work, or any information that Contractor provides to Trustees, the OCIP Administrator, or the OCIP Insurers to confirm their accuracy, and to ensure the accuracy of the Insurance Credit. If a project audit discloses any part of the Insurance Credit has been improperly billed to Trustees, the Trustees shall debit those amounts from the Contract Amount with a credit change order

- (10) **Trustees' Election to Modify or Discontinue the OCIP.**
For any reason, Trustees may modify the OCIP Coverage, discontinue the OCIP, or request that Contractor or any of its Subcontractors of any tier withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its subcontractors, as specified by Trustees in such notice, shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by Trustees) of the OCIP Coverage. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to Trustees' approval. The cost of the replacement coverage shall be at Trustees' expense, but only to the extent of the applicable Insurance Credit.
- (11) **Withholding Payments.**
Trustees may withhold from any payment owed or owing to Contractor or its subcontractors of any tier any portion of the Insurance Credit improperly included in a request for payment. In the event a Trustees audit of Contractor's records and information as permitted under the Contract Documents reveals a discrepancy in the insurance, payroll, safety, or any other information required by the Contract Documents to be provided by Contractor to Trustees, or to the OCIP Administrator, or reveals the inclusion of costs reflected in the Insurance Credit in any application for payment for the Work, Trustees shall have the right to a full deduction of any improperly billed costs from the Contract Amount and recovery of all audit costs. Audit costs shall include, but shall not be limited to, the fees of the OCIP Administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its subcontractors fail to timely comply with the provisions of Contract General Conditions Article 4.06-b, and Supplementary General Conditions Article 4.06-b, Trustees may withhold any payments due to Contractor and/or its subcontractors of any tier until such time as they do comply. Such withholding by Trustees shall not be deemed to be a default under the Contract Documents.
- (12) **Waiver of Subrogation.**
Where permitted by law, Contractor hereby waives all rights of recovery by subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against Trustees, the OCIP Administrator, their officers, agents, or employees, and any other contractor or subcontractor performing Work or rendering services on behalf of Trustees in connection with the planning, development and construction of the Project. Trustees shall also require that all Contractor-maintained insurance coverage related to the Work, include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Contractor together with the same parties referenced immediately above in this Article 4.06-b (12). Where permitted by law, Contractor shall require similar written express waivers and insurance clauses from each of its subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.
- (13) **Conflicts.**
In the event of a conflict between the provisions of this Contract and the OCIP Insurance Manual, this Contract shall govern. In the event of any conflict or difference between the OCIP insurance policies and this Contract or the OCIP Insurance Manual, the actual OCIP policies shall govern.
- Article 4.06-c, Trustees' Course of Construction ("Builder's Risk") Property Insurance, delete and replace with the following:
- c. **Trustees' Course of Construction ("Builder's Risk") Property Insurance.**
Trustees shall insure or self-insure all Work while in the course of construction, reconstruction, remodeling or alteration, including materials incorporated in the Work, against physical loss or damage resulting from the perils normally insured under a "Standard All Risk Course of Construction" policy, including, but not limited to theft, fire, flood, vandalism, or Acts of God, as defined in Public Contract Code section 7105. The term, Acts of God, as defined in Public Contract Code section 7105, means earthquakes in excess of a magnitude of 3.5 on the Richter magnitude scale and tidal waves. Trustees shall issue to the Contractor a "Summary of Coverage" provided under this Article 4.06-c, upon request of the Contractor.
- (1) Contractor shall be responsible for paying a deductible of \$25,000 per occurrence in the event of loss, with the following exceptions. The Contractor shall be responsible for paying a deductible of:
- (a) \$50,000 per occurrence in the case of water damage, or

- (b) \$100,000 per occurrence in the case of flood, or
 - (c) \$100,000 per occurrence in the case of damages caused by Acts of God.
 - (2) Contractor shall not be liable for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) in excess of the \$100,000 deductible, if the Work damaged is built in accordance with the Contract and applicable building standards.
 - (3) The proceeds under the Course of Construction Property Insurance taken out by the Trustees will be payable to the Trustees and Contractor as their respective interests, from time to time, may appear.
 - (4) Trustees' Course of Construction Property Insurance shall provide limited coverage for materials in transit, and full coverage for materials at the Project site and full coverage for materials stored off site; however, the Contractor is responsible for reviewing the summary of coverage and reporting large values requiring special treatment. Contractor shall advise the Trustees whenever the total value of materials in transit exceeds \$1,000,000 at any time, and whenever the total value of materials stored off site exceeds \$1,000,000 at any time.
 - (5) Nothing in this Article 4.06-c shall be construed to relieve the Contractor of Contractor's responsibilities referred to under Article 4.06-a.
 - (6) Insurance policies referred to in this Article 4.06-c shall include the following:
 - (a) Provide that the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by the Contractor.
 - (b) Insurer shall waive right of subrogation against the Contractor and subcontractors of every tier.
 - (c) Insurer shall name the Contractor and subcontractors of every tier as additional insured.
- Article 4.15-c, Adjustment of Contract Time Due to Acts of God, etc., delete and replace with the following:
- c. Adjustment of Contract Time Due to Acts of God, etc.
The CM shall not be assessed with liquidated damages, nor the cost of engineering and inspection during any delay in the completion of the Project caused by acts of God, the public enemy, fire, flood, epidemic, quarantine restriction, strike, freight embargo, discovery of archaeological or paleontological artifacts, and unusual action of the elements; provided that the CM shall notify the Architect and the Trustees in writing of the causes of delay within 24 hours from the beginning of any such delay. The Architect, in conjunction with the Trustees, shall determine the facts with regard to the delay and the reasonable period of time by which the date of completion should be extended by reason thereof, if any, and advise the Trustees accordingly. The Trustees' findings thereon shall be final and conclusive.
- There shall be no compensation to the CM for costs associated with this kind of delay.
- The term "unusual action of the elements" is limited to extraordinary, adverse weather conditions and conditions immediately resulting therefrom which cause a cessation in the progress of the Work which will delay the time of completion of the Contract. Adverse weather is subject to a Contract Time adjustment if it exceeds weather normal for the locality as defined by the National Oceanic and Atmospheric Administration (NOAA).
- The CM shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions which are normal for the locality of the site. The time for completion of the Contract has been calculated with consideration given to the average climatic range and usual industrial conditions prevailing in the locality of the site.

End of Supplementary General Conditions

Contract Special Conditions for Library & Theater Arts Seismic Retrofit Project

1.0 Combined Project

This Project consists of work on two distinct buildings based on two separate sets of drawings and project manuals. The Contract shall be inclusive of both projects, but the Construction Administration processes and procedures shall be maintained in an organized fashion all based on the building names Library and Theater Arts. For example, RFI's may be filed as Library RFI#001, Theater Arts RFI#012, etc. The same follows for submittals and all other typical construction administrative procedures. The schedule of values will be one document, but broken out into two major headings, one for each building.

2.0 Construction Area

The Contractor shall be permitted to utilize the areas identified in Exhibit J, Construction Area Maps, for the purposes of material staging, equipment staging, fabrication, contractor parking, and other construction related activities. These maps may be utilized by the Contractor as a base for preparation of the Contractor's Construction Area Plan submittal per Section 01 52 00.

The Theater Arts Building will be closed and will not be occupied during construction activities. The Library will remain occupied throughout the course of construction, except the Basement Level will be vacated. The Contractor shall maintain all egress routes free and clear of any obstructions or hazards to the public as they exit the building. Coordinate the sequencing of the work and provide barriers or protective devices to ensure full compliance at all times.

At all times, any contractor, subcontractor and their employees and vendors who park their vehicle on campus outside of the designated Construction Area are subject to Humboldt State University Parking regulations and signage at campus parking lots. Refer to Section 01 55 00 Vehicular Access and Parking for related information.

Trinity Annex provisions of use: The Trinity Annex building located on the city block between B and C Street and 14th and 13th streets will be available for use by the contractor. The contractor may use any and all parking space for construction related activities. The building, interior courtyard, landscape areas and public right of way's may not be used by the contractor. All elements of the site shall be returned to the campus at or near original condition as determined by the University.

3.0 Hazardous Materials Abatement

In addition to the requirements listed below, refer to Section 01 35 10 Hazardous Materials Procedures. The Contractor shall complete all necessary abatement of hazardous materials limited to extent that they are impacted by the Work as the result of the direct construction requirements and from any means and methods utilized to complete the Work. These conditions may include, but are not limited to, the attachment of fasteners of wood composite panels at window spandrels, work that impacts mastic adhered fissure pattern 1x1 ceiling and mastic adhered vinyl floor tiles including exposed and under carpet in areas of work around the basement interior columns, and other all items as identified in the following documents incorporated by reference in the following Exhibits:

- A. Exhibit K: Asbestos and Lead-Based Paint and Lead-Glazed Ceramic Tile Survey Report, Library at HSU, by Masek Consulting Services, Inc., November 13, 2015.
- B. Exhibit L: Library Roof and Exterior Painting at Humboldt State University Abatement Specification, by Masek Consulting Services, Inc., May 5, 2016
- C. Note: The above two exhibits are for the Library. The University is currently under contract with a hazardous materials consultant who is preparing a survey and

abatement specifications for the Theater Arts Building. Those exhibits are not yet available at the time of publishing these bid documents, but will be issued as an addendum.

4.0 Construction Schedule Submittal Due Date

Article 4.16-b, 1st sentence of 1st paragraph, delete and replace with the following:

“The Contractor shall prepare and submit to the Trustees with copy to the Architect and the Construction Administrator’s on-site representative the Contractor’s initial Construction Schedule within twenty-one (21) Days after the starting date on the Notice to Proceed.” This sets the latest due date for the Contractor’s initial Construction Schedule to match the due date for submittal of the Contractor’s initial Schedule of Values in accordance with Article 8.02.

5.0 Theater Arts Satellite Dishes

The work associated with the relocation of the existing 3.8m satellite dish, and the installation of two new smaller (1.2m and 2.4m) dishes requires special attention and design/build services. Refer to Theater Arts Sheets A2.10, A9.7, S1.3, S4.5, ED2.4, E3.4, and other drawings and specifications, where occurs. The Contractor shall submit Satellite Shop Drawings and a detailed Satellite Coordination Plan to be prepared by a qualified service provider with documented experience and certifications in the installation, positioning, and technical services required for radio satellite equipment.

The Satellite Shop Drawings shall include the design of the necessary cables, pathways, mounting equipment, penetrations, and accessories for the connection to the existing equipment in Theater Arts Room 206C. The Satellite Coordination Plan shall demonstrate the schedule, sequencing, code and regulatory compliance, and methods that the Contractor will use to ensure the successful completion of the work without the disruption of the radio station’s normal operations. The Contractor will coordinate through the HSU Project Manager for meeting and planning with the radio station technical staff. The Contractor’s services shall include all required satellite positioning, calibration, testing, and adjusting.

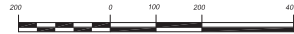
6.0 Construction Management Software

The Contractor shall utilize the construction management software Procore for all typical contract administrative requirements including, but not limited to submission of RFI’s, Submittals, Transmittals, Schedule, Daily Logs, Change Events, Meeting Minutes, etc. A conference shall be held early after the award of the contract to review the detailed processes, procedures, roles, and responsibilities for using this construction management platform. The University has procured a license to this platform and will be made available at no cost to the Contractor.

End of Contract Special Conditions

HUMBOLDT STATE UNIVERSITY

CAMPUS SITE MAP

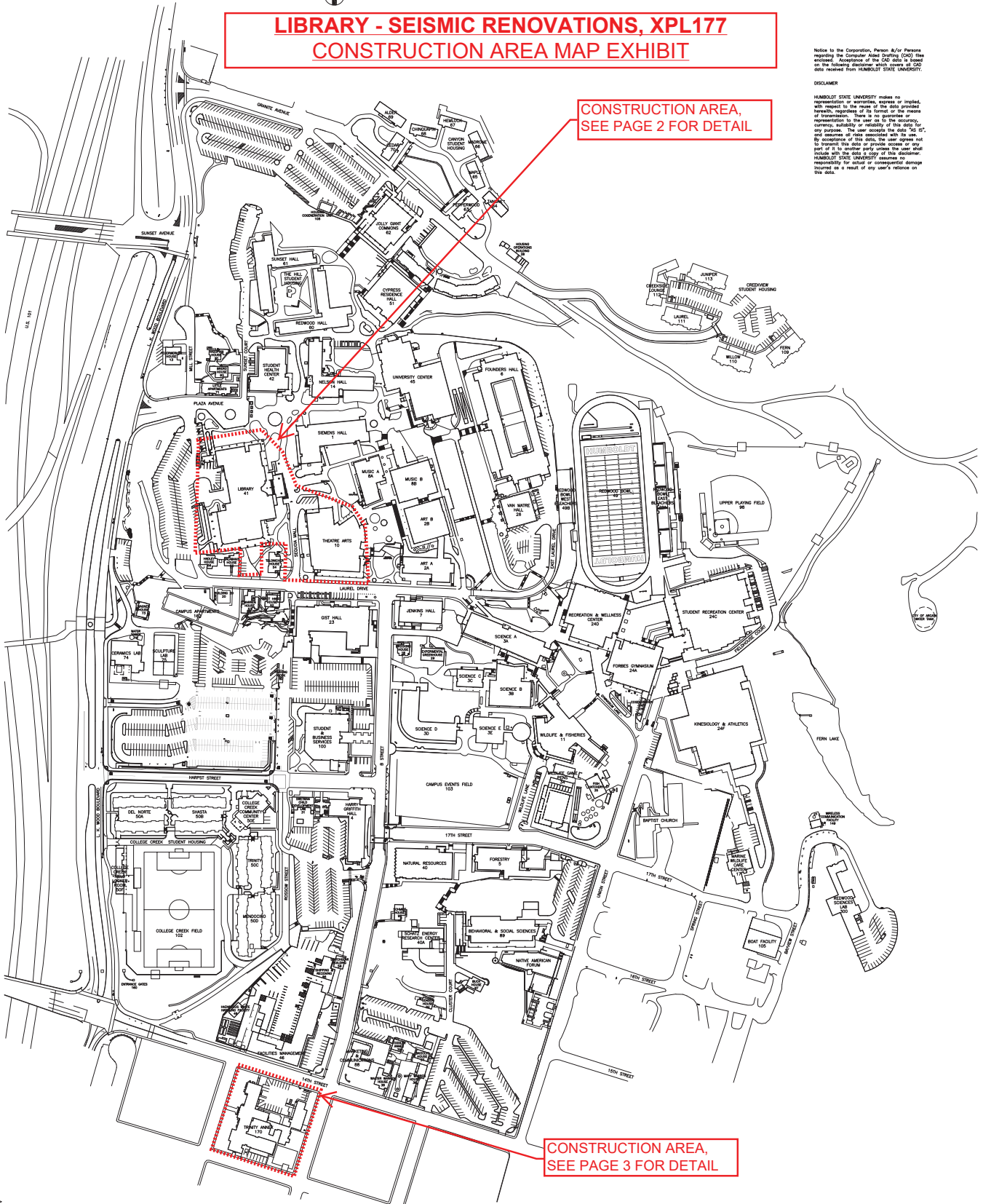


LIBRARY - SEISMIC RENOVATIONS, XPL177 **CONSTRUCTION AREA MAP EXHIBIT**

**CONSTRUCTION AREA,
SEE PAGE 2 FOR DETAIL**

Notice to the Corporation, Person &/or Persons
regarding the Computer Aided Drafting (CAD) files
provided. Acceptance of the CAD files is based
on the following disclaimer, which covers all CAD
data received from HUMBOLDT STATE UNIVERSITY.

DISCLAIMER
HUMBOLDT STATE UNIVERSITY makes no
representation or warranties, express or implied,
with respect to the nature of the data provided
hereby, regardless of its format or the means
of transmission. There is no guarantee or
representation to the user as to the accuracy,
currency, suitability or reliability of this data for
any purpose. The user accepts the data "AS IS,"
and assumes all risks associated with its use.
By acceptance of this data, the user agrees not
to remove the data or provide copies or any
part of it to another party without the user's
written consent. HUMBOLDT STATE UNIVERSITY
assumes no responsibility for actual or consequential damage
incurred as a result of any user's reliance on
this data.



MAINTAIN
ACCESS

PLAZA AVENUE

KEEP CLEAR

MAINTAIN ACCESS
TO PARKING PERMIT
DISPENSER

Contractor
Laydown
Area "B"

~~KEEP CLEAR~~

BLDG EXITS, IDENTIFIED AS NUMBERED, TYP.
MAINTAIN ACCESS EXCEPT WHEN WORK
REQUIRES TEMPORARY EGRESS DETOUR
WITH PRIOR APPROVAL OF THE BLDG

Contractor
Laydown
Area "A"

MAINTAIN ACCESS
TO ALL ADJACENT
BLDGS, TYP.

NOTES:

- 1). DASHED LINES DO NOT NECESSARILY REPRESENT FENCING.
- 2). THE LAYOUT OF SITE FENCING, SIGNAGE, DETOUR ROUTES, SAFETY ELEMENTS, WASTE & RECYCLING AREAS, ON-SITE PARKING, STORAGE, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT IN ACCORDANCE WITH SECTION 01 52 00 CONSTRUCTION AREA & TEMPORARY FACILITIES.
- 3). SITE STORMWATER BMP PLAN IS ALSO RESPONSIBILITY OF CONTRACTOR PER SECTION 01 35 00 ENVIRONMENTAL PROTECTION.
- 4). THIS BASE MAP MAY BE UTILIZED BY THE CONTRACTOR AS A BACKGROUND DRAWING FOR PREPARATION OF RELATED SUBMITTALS.
- 5). THE CONTENTS OF THIS DRAWING, SHALL NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. VERIFY ALL CONDITIONS IN THE FIELD. CALL 811 USA.
- 6). SITE FENCING AND CONSTRUCTION AREAS WILL MOVE RELATIVE TO THE ACTIVE AREAS OF CONSTRUCTION AS IDENTIFIED IN THE PROJECT DRAWINGS. SEQUENCING AND MOVING OF SITE FENCING WILL BE SUBMITTED TO THE UNIVERSITY FOR APPROVAL PRIOR TO DEVIATING FROM THE ORIGINAL APPROVED SUBMITTAL AS NOTED IN NOTE 2 ON THIS SHEET.

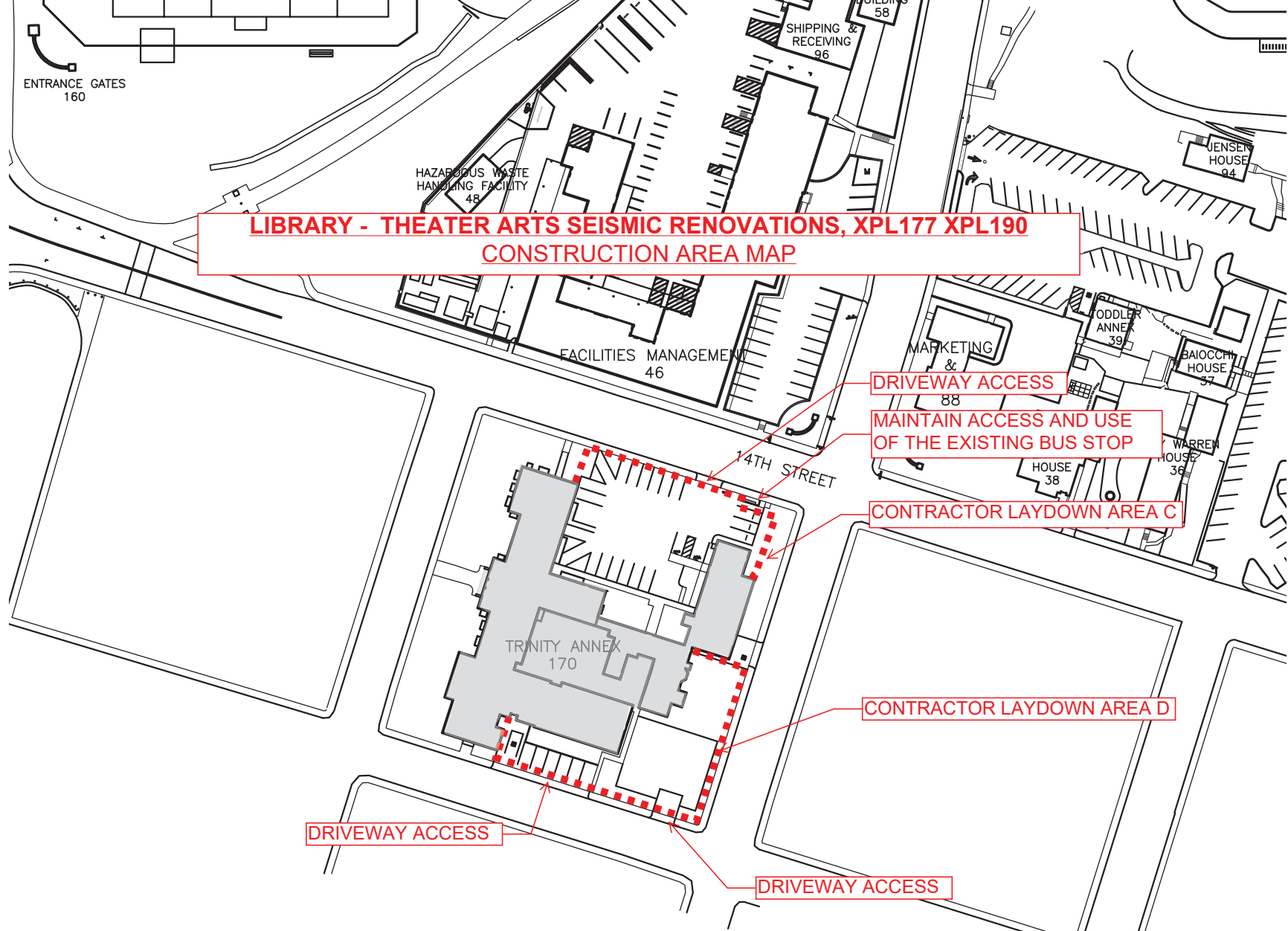
STUDENT
&
BUSINESS
SERVICES

HARPST STREET

SCIENCE D
3D

3 STREET

CAMPUS



NOTES:

- 1). DASHED LINES DO NOT NECESSARILY REPRESENT FENCING.
- 2). THE LAYOUT OF SITE FENCING, SIGNAGE, DETOUR ROUTES, SAFETY ELEMENTS, WASTE & RECYCLING AREAS, ON-SITE PARKING, STORAGE, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUBMIT IN ACCORDANCE WITH SECTION 01 52 00 CONSTRUCTION AREA & TEMPORARY FACILITIES.
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- 4). THIS BASE MAP MAY BE UTILIZED BY THE CONTRACTOR AS A BACKGROUND DRAWING FOR PREPARATION OF RELATED SUBMITTALS.
- 5). THE CONTENTS OF THIS DRAWING, SHALL NOT BE RELIED UPON FOR CONSTRUCTION PURPOSES. VERIFY ALL CONDITIONS IN THE FIELD. CALL 811 USA.
- 6). SITE FENCING AND CONSTRUCTION AREAS WILL MOVE RELATIVE TO THE ACTIVE AREAS OF CONSTRUCTION AS IDENTIFIED IN THE PROJECT DRAWINGS. SEQUENCING AND MOVING OF SITE FENCING WILL BE SUBMITTED TO THE UNIVERSITY FOR APPROVAL PRIOR TO DEVIATING FROM THE ORIGINAL APPROVED SUBMITTAL AS NOTED IN NOTE 2 ON THIS SHEET.

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Asbestos and Lead-Based Paint and Lead-Glazed Ceramic Tile Survey Report

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**Prepared For
Humboldt State University**

November 13, 2015

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Our inspection was performed on November 3-4, 2015.

Anyone reading this report should read the entire report, including attachments, which are part of this report. We use “we” throughout, rather than the awkward repeating of our name.

Project-Specific Limitations

None. This was not a limited survey. However, the building was occupied during our inspection and we tried avoiding causing objectionable damage. The general limitations at the end of this report apply to all projects.

Company Background

Since 1991 we have provided services at many thousands of properties of all types. Our goals have always been to produce superior reports, offer superior value, and provide superior service. Significantly, about 33% of our revenue has been from sub-consulting work for medium and large consulting companies who demand top quality and choose to trust us to do work for their clients. Our clients include investors, architects, lenders, attorneys, government organizations, property management firms and other consulting firms. We provide a wide range of services needed for pre-acquisition due diligence of commercial properties and for management and correction of identified hazards or deficiencies. Please visit our web site for more information: <http://www.masekconsulting.net>

Asbestos Survey Findings

A Friable material can be broken, crumbled, pulverized or reduced to powder by hand pressure when dry (e.g. structural fireproofing, pipe insulation, ceiling tile, ceiling texture). Non-Friable materials include items such as vinyl floor tile, mastics, plastic roof cement, stucco, drywall, drywall joint compound, drywall texture, roofing, and sheet vinyl flooring (when in place and in good condition, friable once disturbed). A non-friable material may become friable when disturbed or deteriorated.

Drywall With Asbestos Joint Compound

Many years ago US EPA correctly stated that drywall and joint compound can never be separated, so ***for disposal only***, a composite of the two is used to determine if it is or is not ACM (a material containing over 1% asbestos by weight). However, you don't need laboratory analysis when mathematical analysis tells you it is impossible for the composite to be over 1%.

Our experience and research indicates that drywall joint compound containing asbestos was typically manufactured with several percent asbestos, and the asbestos type is usually reported to contain between less than one percent and five percent asbestos. Drywall joint compound which contains 5% asbestos would have to make up over 20% of the composite with the non-asbestos drywall for the composite material to be over 1% asbestos by weight. If it has a lower percentage asbestos content, it would have to make up a greater percentage of the composite. Anyone who has seen drywall after the drywall joint compound has been applied to the joints and fastener locations, and who considers the thickness and weight of the drywall in comparison to the thickness and weight of the drywall joint compound, knows that it is impossible for the

drywall joint compound to make up over 20% of the composite weight. This is also the case if the joint compound has also been used to apply a thin texture. The only exception is a situation in which joint compound has been applied in a thick layer over the entire surface of the drywall to produce some sort of skim coat, often with a decorative trowel pattern.

The US EPA regulates disposal, so drywall with asbestos joint compound may be disposed as construction debris, although some landfills have their own rules which impact the disposal of such materials. OSHA regulates employee exposures, so the materials must be handled properly to comply with their regulations.

Homogeneous Areas and Samples

To make the following table and this report readily readable, we utilize 12 point or larger type for all but the page footers and attachments. People also do not like having to turn pages to read them, especially if they are reading a screen. For the convenience of readers, we minimize the number of columns by using convenient codes for condition, disturbance potential, friability, removal, and waste handling.

Damage may be physical, due to deterioration, or due to water. Significant Damage means 10% or more evenly distributed, or 25% or greater localized damage. Damage means less than 10% damage (e.g. abraded, gouged, blistered, peeling, crumbling). Good means no or very little damage or deterioration.

Materials may be disturbed by contact, vibration, or air erosion, and all of those possible sources of disturbance are considered in determining if there is potential for significant damage, potential for damage, or low potential for damage.

Taking all of those factors into consideration, materials which contain asbestos (those containing over 1% asbestos are Asbestos Containing Materials) are categorized according to the following Hazard Rank scale:

- | | | |
|-------|------|---|
| worst | 7 - | Friable with significant damage |
| | 6a - | Friable with damage and potential for significant damage |
| | 6b - | Non-Friable with significant damage and potential for more significant damage |
| | 5a - | Friable with damage and potential for damage |
| | 5b - | Non-Friable with significant damage and potential for additional damage |
| | 5c - | Non-Friable with damage and potential for significant damage |
| | 5d - | Friable in good condition and potential for significant damage |
| | 4a - | Non-Friable with significant damage and low potential for disturbance |
| | 4b - | Friable with damage and low potential for disturbance |
| | 3a - | Friable in good condition and potential for damage |
| | 3b - | Non-Friable with damage and potential for damage |
| | 3c - | Non-Friable in good condition and potential for significant damage |
| | 2a - | Friable in good condition and low potential for disturbance |
| | 2b - | Non-Friable with damage and low potential for disturbance |
| | 2c - | Non-Friable in good condition and potential for damage |
| best | 1 - | Non-Friable in good condition and low potential for disturbance |

Category I non-friable ACM is any asbestos-containing packing, gasket, resilient floor covering or asphalt roofing product which contains more than one percent (1%) asbestos as determined using polarized light microscopy (PLM) according to the method specified in Appendix A, Subpart F, 40 CFR Part 763. (Sec. 61.141), or assumed to be such.

Category II non-friable ACM is any material, excluding Category I non-friable ACM, containing more than one percent (1%) asbestos as determined using polarized light microscopy according to the methods specified in Appendix A, Subpart F, 40 CFR Part 763 that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. (Sec. 61.141), or assumed to be such.

If all or portions of materials which contain asbestos are removed (using typical methods and equipment), the following Waste codes indicate how the waste should be disposed:

F - Friable, hazardous asbestos waste;

NF - Non-Friable, non-hazardous asbestos waste; or

O - OSHA regulations regarding materials containing greater than zero, but less than 1% asbestos apply. Dispose as construction debris or non-friable asbestos waste, depending on the requirements of the landfill where the waste is disposed.

Suspect materials which are not sampled must be assumed to contain asbestos. Materials are typically assumed to contain asbestos due to the material being readily identifiable (e.g. asbestos-cement items), lack of access, or to avoid the cost of laboratory analysis for materials which commonly contain asbestos (e.g. plastic roof cement).

We generally omit the prefix of the sample numbers from the sketch(es) or drawings for clarity. Such prefixes are used solely to prevent the laboratory from accidentally mixing samples from different batches.

Please see the Scope of Services section below for information on our sampling protocols.

We use the words “roughly” or “approximately” with quantities to prevent contractor change orders for minor variations in quantity. Contractors should verify the site conditions, material location(s), and quantities to their satisfaction prior to committing to a price for removal work.

Homogeneous Area (an area of material uniform in color, texture, construction or application date and general appearance)	Sample Number	Specific Sample Location If one or more samples contain asbestos, the entire homogeneous area must be treated as asbestos containing	Lab. Result % or None Detec ted	Asbestos Containing Materials	
				Hazard Rank	Waste
roofing felt (tar paper) under the tile roofing on the sloped roofs, roughly 30,000 square feet	L-37	at the access to the side roof area off third floor closets on the west side	50	2a	F
	L-38		50		
asbestos cement window panels on the north side of the 1 st floor windows, Roughly 750 Sq. Ft., Photo 45	L-73	in Room 108	15	3c	NF
drywall joint compound, only on the ceilings above the wood fiber ceiling tile, Photo 4, roughly 32,000 square feet	L-18	on the ceiling on the third floor, northeast corner , third floor	2	1	NF
	L-28	in Room 308	2		
	L-62	in custodian's closet on the ceiling the first floor on the ceiling (Room 105E)	2		
mastic adhering the fissured pattern 1x1 ceiling tile in the basement, some areas in the northern portion on the first floor, along two walls in the north side reading room on the second floor, roughly 27,000 square feet	L-56	second floor, reading hall, north end of the building	2	1	NF
	L-99	in the corridor of the basement	2		
	L-115	in the corridor near Room 25	2		

Homogeneous Area (an area of material uniform in color, texture, construction or application date and general appearance)	Sample Number	Specific Sample Location If one or more samples contain asbestos, the entire homogeneous area must be treated as asbestos containing	Lab. Result % or None Detec ted	Asbestos Containing Materials	
				Hazard Rank	Waste
mastic adhering the 9x9 vinyl floor tile on the third floor, north side, covered with carpet in most places, exposed in the abandoned third floor restrooms, also observed in Room 110B, 205C and 205B, Photo 9, roughly 12,000 square feet	L-14	on the third floor, adhering the 9x9 vinyl floor tile under the carpet	3	1	NF
	L-24	in Room 308	3		
brown 12x12 vinyl floor tile in the basement offices (exposed) or covered with the carpet in the corridors, Photo 40, roughly 12,000 square feet	L-101	in Room 24A	3	3c	NF
	L-104	in Room 22	3		
	L-116	in the basement corridor under the carpet	2		
mastic adhering the 12x12 vinyl floor tile in the basement, roughly 12,000 square feet	L-117	in the basement under the carpet	5	1	NF
	L-102	in Room 24A	5		
assumed asbestos cement boiler flue pipe from the boiler in the older part of the building, extent unknown, as most of the flue is enclosed and we did not demolish walls	n/a	n/a - identified visually, assumed	n/a	3c	NF
fire door insulation on the doors to the stairways and elevator lobbies, Photo 26, all such doors	L-57	first floor door to stairway	20 Chrys otile, 2 Amos ite	3c - no damage	F

Homogeneous Area (an area of material uniform in color, texture, construction or application date and general appearance)	Sample Number	Specific Sample Location If one or more samples contain asbestos, the entire homogeneous area must be treated as asbestos containing	Lab. Result % or None Detec ted	Asbestos Containing Materials	
				Hazard Rank	Waste
insulation on pipe runs throughout the building, Photo 36, extent unknown, measuring would require demolishing walls and ceilings, throughout the older portion of the building	L-95	in the basement in the county recorder's records area	20 Chrys otile, 2 Amos ite	3c - no damage	F
	L-97	in the older boiler room on hot water return pipe	20 Chrys otile, 2 Amos ite		
whitish, new type 12x12 vinyl floor tile in the janitor's closet on the first floor and first floor restrooms	L-65	janitor's room on the first floor	ND		
	L-70	in Room 106b	ND		
	L-72	in Room 109a	ND		
	L-74	behind the main reception counter on the first floor	ND		
	L-83	under the carpet in Room 111	ND		
mastic adhering the new type 12x12 vinyl floor tile in the janitor's closet and restrooms on the first floor	L-66	first floor janitor's room	ND		
	L-71	in Room 106b	ND		
	L-75	behind the main counter on the first floor	ND		
	L-84	in Room 111 adhering the floor tile under the carpet	ND		
older layer of 12x12 vinyl floor tile under the newer 12x12 vinyl floor tile in the reception area and area behind the reception on the first floor	L-76	behind the counter on the first floor	ND		
	L-78	Room 110 in the corner	ND		

Homogeneous Area (an area of material uniform in color, texture, construction or application date and general appearance)	Sample Number	Specific Sample Location If one or more samples contain asbestos, the entire homogeneous area must be treated as asbestos containing	Lab. Result % or None Detec ted	Asbestos Containing Materials	
				Hazard Rank	Waste
mastic adhering the older layer of floor tile in areas 110, 111, 111B, 111E,	L-77	behind the counter on the first floor	3	1	NF
	L-79	Room 110 in the corner	ND		
red roll roofing	L-1	north side	ND		
	L-3	south side	ND		
tar paper under the roll roofing	L-2	north side	ND		
	L-4	south side	ND		
top (color) layer of textured stucco	L-5	on the mechanical room enclosure on the roof	ND		
	L-7	on the mechanical room enclosure on the roof	ND		
	L-127	where stucco is cracked near the main entrance	ND		
bottom (gray) layer of textured stucco	L-6	on the mechanical room enclosure on the roof	ND		
	L-8	on the mechanical room enclosure on the roof	ND		
	L-128	near the main entrance on the ground floor where stucco is cracked	ND		
top layer of smooth stucco	L-123	on the south side of the building	ND		
	L-125	on the south side of the building	ND		
bottom layer of smooth stucco	L124	on the south side of the building	ND		
	L-126	on the south side of the building	ND		
skim coat plaster /drywall texture/joint compound on the walls	L-9	in the lobby at the electrical outlet on the third floor	ND		

Homogeneous Area (an area of material uniform in color, texture, construction or application date and general appearance)	Sample Number	Specific Sample Location If one or more samples contain asbestos, the entire homogeneous area must be treated as asbestos containing	Lab. Result % or None Detec ted	Asbestos Containing Materials	
				Hazard Rank	Waste
	L-39	on the concrete in janitor's closet on the second floor (Room 202C)	ND		
	L-40	on the ceiling in Room 202D (closet)	ND		
	L-59	in Room 104	ND		
	L-67	in the janitor' closet on the first floor at the light switch	ND		
	L-88	in the closet in Room 101B	ND		
	L-90	in Room 118 at the electrical outlet	ND		
	L-91	at the fire escape stairway on the first floor, south side	ND		
	L-92	at the fire escape stairway on the first floor, south side of the building	ND		
	L-103	at the light switch in Room 23	ND		
	L-107	at the light switch in Room 51	ND		
	L-112	in the basement corridor at the outlet	ND		
	L-113	in room 28 where damaged	ND		
	L-121	at the light switch in Room 45	ND		
	L-122	in Room 59 at the light switch	ND		
top (color) layer of plaster in the north wing of the building	L-11	at the light switch in Room 304	ND		
	L-60	in Room 104	ND		

Homogeneous Area (an area of material uniform in color, texture, construction or application date and general appearance)	Sample Number	Specific Sample Location If one or more samples contain asbestos, the entire homogeneous area must be treated as asbestos containing	Lab. Result % or None Detec ted	Asbestos Containing Materials	
				Hazard Rank	Waste
	L-80	in the corner in Room 110	ND		
bottom (gray) layer of plaster	L-12	in Room 304	ND		
	L-61	in Room 104	ND		
	L-81	in the corner in Room 110	ND		
vinyl wall paper, non-suspect, sampled just to confirm	L-10	on the third floor in the elevator lobby	ND		
wood fiber 1x1 ceiling tile	L-16	in northeast corner on the third floor	ND		
	L-26	in Room 308	ND		
	L-30	in Room 316	ND		
	L-31	on the third floor open area, center	ND		
	L-32	on the third floor, center	ND		
	L-33	on the third floor, center	ND		
	L-63	on the first floor in 105E	ND		
mastic adhering the wood fiber 1x1 ceiling tile	L-17	in northeast corner on the third floor	ND		
	L-27	in Room 308	ND		
	L-64	in Room 105E	ND		
fissured pattern 1x1 ceiling tile in the basement and sections of the second floor	L-55	North end of the building, near the corner, on the second floor	ND		
	L-98	in the basement corridor	ND		
	L-105	in the basement corridor near room 35	ND		
	L-106	in Room 35	ND		
	L-108	in Room 50	ND		
	L-114	at Room 28 in the corridor	ND		

Homogeneous Area (an area of material uniform in color, texture, construction or application date and general appearance)	Sample Number	Specific Sample Location If one or more samples contain asbestos, the entire homogeneous area must be treated as asbestos containing	Lab. Result % or None Detec ted	Asbestos Containing Materials	
				Hazard Rank	Waste
	L-120	in Room 45	ND		
drywall (sampled only to avoid delay due to questions from bidders or regulators, non-suspect)	L-19	on the ceiling on the third floor above the wood fiber ceiling tile	ND		
	L-89	on the wall in Room 101B	ND		
	L-93	in Room 118	ND		
acoustic ceiling texture in the open reading area on the second floor	L-20	at the top of the third floor at the rails overlooking lower floor	ND		
	L-49	second floor reading room on the sloped ceiling	ND		
	L-50		ND		
	L-51		ND		
	L-52		ND		
	L-53		ND		
	L-54		ND		
new type mastic adhering 1x1 tile to the walls in Room 111J (soundproofed room)	L-85	in Room 111J	ND		
cove base	L-21	in Room 305	ND		
	L-68	in Room 106C	ND		
	L-118	in Room 42	ND		
cove base mastic	L-15	in northeast area on the third floor under the new type cove base	ND		
	L-22	in Room 305	ND		
	L-25	in Room 308	ND		
	L-69	in Room 106C	ND		
	L-119	in Room 42	ND		

Homogeneous Area (an area of material uniform in color, texture, construction or application date and general appearance)	Sample Number	Specific Sample Location If one or more samples contain asbestos, the entire homogeneous area must be treated as asbestos containing	Lab. Result % or None Detec ted	Asbestos Containing Materials	
				Hazard Rank	Waste
9x9 vinyl floor tile on the third floor, north side, covered with carpet in most places, exposed in the abandoned third floor restrooms, also observed in Room 110B, 205C and 205B	L-13	in the northeast corner, open space on the 3 rd floor	ND		
	L-23	in Room 308	ND		
new type grayish 12x12 vinyl floor tile in the telecom rooms	L-34	in Room 323	ND		
mastic adhering 12x12 vinyl floor tile in the telecom rooms	L-35		ND		
sheet vinyl flooring in the café's kitchen	L-82	Room 101A at the door	ND		
linoleum in the stairway lobby	L-100	at the stairway at the elevator lobby in the basement	ND		
white mastic at the end of fiberglass insulated pipes	L-109	Room 43 (boiler room)	ND		
	L-110		ND		
	L-111		ND		
canvas tape on the HVAC ducts	L-36	in Room 302F	ND		
	L-58	in the first floor above the ceiling	ND		
tar paper under the carpet in one section on the second floor at the north end of the building	L-41	northwest end	ND		
	L-43	center, north end	ND		
	L-45	northeast corner	ND		
light weight concrete	L-42	northwest end	ND		
	L-44	center, north	ND		
	L-46	northeast corner	ND		
black flooring mastic under the carpet on the second floor south section	L-47	at southwest exit to the stairway	ND		

Homogeneous Area (an area of material uniform in color, texture, construction or application date and general appearance)	Sample Number	Specific Sample Location If one or more samples contain asbestos, the entire homogeneous area must be treated as asbestos containing	Lab. Result % or None Detec ted	Asbestos Containing Materials	
				Hazard Rank	Waste
	L-48	southeast section	ND		
raised computer floor pedestal mastic	L-86	in Room 111	ND		
black sticky tape on refrigerant pipes	L-87	in Room 111	ND		
hard pipe elbow/joint insulation	L-94	in the basement at the county recorder records storage area	ND		
	L-96	in the older boiler room	ND		

Lead-Based Paint and Lead-Glazed Ceramic Tile Survey Findings

The lead-based paint (XRF readings greater than or equal to 1.0 mg/cm² in most places) identified is:

- On the asbestos cement window panels, first floor;
- The utility room doors and frames in the basement, north end of the building;
- The metal door frames that are flush with the walls in the north side first floor , as in Rooms 110-111;
- The metal door frames that are flush with the walls on the north side second floor, as in Room 205;
- The fire hose cabinets on the second floor;
- The door frame (entrance closest to the restroom) to the stacks (Room 302) on the third floor;
- The metal door frames that are flush with the walls on the north side on the third floor (as Rooms 303 and 304)

The lead-glazed ceramic tile (XRF readings greater than or equal to 1.0 mg/cm²) is:

- On the abandoned restroom walls on the third floor north side of the building;
- The ceramic wall tile in the basement restrooms.

Solid lead flashings were observed on the roof (Photo 2).

Lead Survey Samples

A room equivalent is an identifiable part of a building (e.g., room, exterior, corridor, stairway, foyer, Etc.). Closets or other similar areas adjoining rooms are not considered as separate room equivalents unless they are obviously dissimilar from the adjoining room equivalent.

Each testing combination may be composed of more than one building component (such as two similar windows within a room equivalent).

Surfaces covered with wallpaper are assumed to be painted.

For varnished, stained, or similar clear-coated floors, measurements in only one room equivalent are permissible if it appears that the floors in the other room equivalents have the same coating.

Some testing combinations have multiple parts. For example:

- All of the parts of an interior window sash;
- All of the parts of the window frame and trim (casings, stops, jambs, aprons, Etc.);
- All of the parts of baseboard assembly (main board, quarter round, and so forth);
- All of the parts of a door (stiles, rails, panels, mullions, panels, Etc.); and,
- All of the parts of a door frame assembly (jambs, stops, transoms, casings, Etc.).

Because it is highly unlikely that all the parts would have different painting histories, they are not considered separate testing combinations, unless we have substantial evidence that different parts have separate, distinct painting histories.

When the plus or minus indication on the XRF instrument is such that adding the amount indicated to the reading would cause it to be equal to or over the positive level, we add it and report that amount.

In the Title 17, California Code Of Regulations, Division 1, Chapter 8:

“Industrial building” means a structure that is used primarily for industrial activity, which is generally not open to the public, including but not limited to, warehouses, factories, and storage facilities. “Industrial building” does not include any structure which fits the definition of a public building or a residential building.

“Public building” means a structure, or part of a structure, and its land, which is generally accessible to the public, including but not limited to, schools, daycare centers, museums, airports, hospitals, stores, convention centers, government facilities, office buildings and any other building which is not an industrial building or a residential building.

“Residential building” means a structure, or part of a structure, and its land, which is used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one or more persons.

A vacant building slated for demolition is obviously an “industrial building” as it clearly is not a “residential building,” since nobody is allowed to live in it, nor a “public building,” since it is not open to the public, no matter its former use.

Space	Testing Combinations - condition is good unless noted			Lead mg/cm ²
	Room Equivalent	Component	Substrate	
		Calibration 1.04		1.0
		calibration 0.31		0.29
		calibration 0.71		0.7
	Exterior	Wall 1	Concrete	0.00
	Exterior	Door Frame Assembly	Metal	0.00
	Exterior	Door	Metal	0.01
	Exterior	Shelf Assembly	Metal	0.01
	Exterior	Wall 2	Stucco	0.01
	Exterior	Window Frame Assembly	Metal	0.01
	Exterior	Post / Column	Concrete	0.01
	Exterior	Railing	Metal	0.08
	Exterior	Wall 2	Stucco	0.00
	Exterior	Curb	Concrete	0.04
	Exterior	Curb	Concrete	0.04
	Exterior	Stripe	Asphalt	0.00
	Exterior	Door Frame Assembly	Metal	0.12
	Exterior	Door	Metal	0.12
	Exterior	Gutter / Down Spout	Metal	0.09
	Exterior	Door	Metal	0.04
	Exterior	Door Frame Assembly	Metal	0.5
	Exterior	Door	Metal	0.8
	Exterior	Wall 3	Concrete	0.18
	Exterior	Railing	Metal	0.2
	Exterior	Wall 4	Concrete	0.00

Space	Testing Combinations - condition is good unless noted			Lead mg/cm ²
	Room Equivalent	Component	Substrate	
	Exterior	Window Panels	Cement	2.7
	Exterior	Wall 4	Stucco	0.21
	Exterior	Post / Column	Concrete	0.15
	Exterior	Door Frame Assembly	Metal	0.00
	Exterior	Door	Metal	0.00
	Exterior	Door	Metal	0.02
	Exterior	Door Frame Assembly	Metal	0.02
	Exterior	Railing	Metal	0.02
Basement	Lobby	Wall 1	Plaster	0.02
58	Office	Door Frame Assembly	Plaster	0.01
58	Office	Door	Plaster	0.02
Basement	Corridor	Wall 1	Drywall	0.00
60	Corridor	Door Frame Assembly	Metal	0.00
60	Corridor	Door	Metal	0.01
43	Corridor	Door Frame Assembly	Metal	0.03
43	Corridor	Door	Metal	0.03
43	Corridor	Door	Metal	3.0boiler
Basement	Utility	equipment	Metal	0.18pump
Basement	Utility	Equipment base	Metal	0.00
43	Corridor	Fire Hose Cabinet	Metal	0.00
43	Restroom	Door Frame Assembly	Metal	0.01
43	Restroom	Door	Metal	0.01
Basement	Restroom	Wall 1	Ceramic	6.1
Basement	Restroom	Wall 2	Plaster	0.01
Basement	Restroom	Floor	Ceramic	0.01
basement	Restroom	Wall 1	Ceramic	5.1
Basement	Restroom	Door Frame Assembly	Metal	0.19
Basement	Restroom	Door	Wood	0.01
basement	Utility Room	Door Frame Assembly	Metal	0.01

Space	Testing Combinations - condition is good unless noted			Lead mg/cm ²
	Room Equivalent	Component	Substrate	
Basement	Utility Room	Door	Wood	0.01
Basement	Utility Room	Wall 1	Concrete	0.00
Basement	Utility Room	Mailbox or Slot	Metal	0.01
Basement	Utility Room	Floor	Concrete	0.01
Basement	Utility Room	Door Frame Assembly	Metal	2.0room 62
basement	Utility Room	Door	Metal	2.1
Basement	Utility Room	Floor	Concrete	0.00
Basement	Utility Room	Fire Hydrant	Metal	0.00
Basement	Utility Room	Door	Metal	2.0
63	Utility Room	Door Frame Assembly	Metal	1.2
63	Utility Room	Door	Metal	1.5
Roof	Utility Room	Cabinet(s)	Metal	0.17
Roof	Utility Room	Cabinet(s)	Metal	0.13
Roof	Utility Room	Cabinet(s)	Metal	0.04
Roof	Utility Room	Door Frame Assembly	Metal	0.01
Roof	Utility Room	Door	Metal	0.00
Roof	Utility Room	Stringer	Metal	0.00
Basement	Elevator	Door Frame Assembly	Metal	0.00
Basement	Elevator	Door	Metal	0.02
basement	Corridor	Wall 3	Plaster	0.02
Basement	Corridor	Door Frame Assembly	Metal	0.00
51	Corridor	Door	Metal	0.00
51	Corridor	Door Frame Assembly	Wood	0.00
Basement	Corridor	Electrical Panel	Metal	0.00
38	Corridor	Door Frame Assembly	Metal	0.01
38	Corridor	Door	Wood	0.01
55	Corridor	Door Frame Assembly	Metal	0.01
55	Corridor	Door	Metal	0.00

Space	Testing Combinations - condition is good unless noted			Lead mg/cm ²
	Room Equivalent	Component	Substrate	
55	Corridor	Wall 1	Plaster	0.00
53	Corridor	Door Frame Assembly	Metal	0.00
53	Corridor	Door	Metal	0.01
Stairway	Lobby	Wall 1	Drywall	0.01
Stairway	Lobby	Railing	Metal	0.03
1 st floor	Lobby	Door Frame Assembly	Metal	0.02
1 st floor	Lobby	Wall 1	Plaster	0.02
1 st floor	Lobby	Door Frame Assembly	Metal	0.01
1 st floor	Lobby	Door	Metal	0.01
120	Lobby	Door Frame Assembly	Metal	0.03
120	Lobby	Door	Metal	0.00
120	Lobby	Wall 1	Plaster	0.00
120	Lobby	Window Frame Assembly	Metal	0.00
Corridor	corridor	Fire Hose Cabinet	Metal	0.3
Corridor	corridor	Wall 2	Plaster	0.00
1st	Restroom	Door Frame Assembly	Metal	0.00
1st	Restroom	Door	Wood	0.00
1 st floor	Restroom	Wall 1	Ceramic	0.01
1 st floor	Restroom	Wall 2	Plaster	0.00
1 st floor	Restroom	Wall 2	Plaster	0.00
1 st floor	Restroom	Floor	Ceramic	0.01
1 st floor	Corridor	Fire Hose Cabinet	Metal	0.01
107	Corridor	Door Frame Assembly	Metal	0.00
107	Corridor	Door	Wood	0.00
Stair	Lobby	Wall 1	Plaster	0.09
111	Corridor	Door Frame Assembly	Metal	0.09
111	Corridor	Door	Metal	0.09
111	Elevator	Door Frame Assembly	Metal	0.12
111E	Office	Door Frame Assembly	Metal	1.8

Space	Testing Combinations - condition is good unless noted			Lead mg/cm ²
	Room Equivalent	Component	Substrate	
111E	Office	Door	Metal	0.00
111G	Office	Door Frame Assembly	Metal	1.0
111H	Office	Door Frame Assembly	Metal	1.5
111F	Office	Door Frame Assembly	Metal	0.2
111F	Office	Wall 1	Plaster	0.02
111A	Office	Door Frame Assembly	Plaster	0.00
111D	Office	Door Frame Assembly	Metal	1.7
110B	Office	Door Frame Assembly	Metal	1.7
110B	Office	Door	Metal	0.22
110	Office	Door Frame Assembly	Wood	0.1
1 st floor	Lobby	Door	Wood	0.01
1 st floor	Lobby	Door Frame Assembly	Metal	1.5 back stair
1 st floor	Lobby	Floor	Concrete	0.01
1 st floor	Lobby	Door Frame Assembly	Metal	1.2
1 st floor	Lobby	Door Frame Assembly	Metal	1.2stair to bac
1 st floor	Lobby	Door Frame Assembly	Metal	0.3
1 st floor	Lobby	Door	Wood	0.13
Coffee shop	Lobby	Wall 1	Drywall	0.01
112	Office	Door Frame Assembly	Metal	0.03
114	Office	Door Frame Assembly	Metal	0.01
101	Office	Door Frame Assembly	Metal	0.01
101	Office	Electrical Panel	Metal	0.01
101	Office	Wall 1	Plaster	0.00
115	Office	Door Frame Assembly	Metal	0.00
115	Lobby	Shelf Assembly	Metal	0.00
115	Elevator	Door Frame Assembly	Metal	0.01
115	Corridor	Door Frame Assembly	Metal	0.01

Space	Testing Combinations - condition is good unless noted			Lead mg/cm ²
	Room Equivalent	Component	Substrate	
115	Corridor	Wall 1	Plaster	0.03
1 st floor	Corridor	Railing	Metal	0.00
1 st floor	Lounge	Wall 1	Plaster	0.00
1 st floor	Lounge	Wall 2	Plaster	0.02
122	Office	Wall 2	Drywall	0.00
121	Office	Door Frame Assembly	Metal	0.00
2 nd floor	Lobby	Door Frame Assembly	Metal	0.00
2 nd floor	Lobby	Wall 1	Plaster	0.00
2 nd floor	Elevator	Door Frame Assembly	Metal	0.00
2 nd floor	Elevator	Door	Metal	0.00
2 nd floor	Lounge	Fire Hose Cabinet	Metal	0.8
209	Office	Wall 3	Plaster	0.00
209	Office	Heater / Register	Metal	0.02
209	Office	Post / Column	Concrete	0.15
2 nd floor	Lobby	Wall 2	Plaster	0.00
2 nd floor	Lobby	Post / Column	Concrete	0.00
205A	Lobby	Door Frame Assembly	Metal	0.01
205B	Closet / Storage	Wall 2	Plaster	0.11
205B	Closet / Storage	Door	Wood	0.00
205C	Utility Room	Door Frame Assembly	Metal	1.0
205C	Utility Room	Wall 3	Wood	0.1
205C	Utility Room	Wall 2	Plaster	0.06
205C	Utility Room	Floor	Concrete	0.00
2 nd floor	Lobby	Fire Hose Cabinet	Metal	1.0
2 nd floor	Office	Window Frame Assembly	Metal	0.02
205	Office	Door Frame Assembly	Metal	1.5
205	Office	Door	Wood	0.00
207	Office	Door Frame Assembly	Metal	0.02
207	Office	Door	Wood	0.00

Space	Testing Combinations - condition is good unless noted			Lead mg/cm ²
	Room Equivalent	Component	Substrate	
2 nd floor	Restroom	Wall 1	Ceramic	0.03
2 nd floor	Restroom	Door Frame Assembly	Metal	0.05
2 nd floor	Restroom	Wall 1	Plaster	0.01
2 nd floor	Restroom	Floor	Ceramic	0.05
3rd	Stairway	Railing	Metal	0.00
3rd	Lobby	Wall 1	Plaster	0.00
3rd	Lobby	Door Frame Assembly	Metal	0.00
3rd	Lobby	Door	Wood	0.00
3rd	Lobby	Door Frame Assembly	Metal	0.02
3rd	Lobby	Door	Wood	0.06
3rd	Elevator	Door Frame Assembly	Metal	0.02
3rd	Elevator	Door	Metal	0.00
302A	Closet / Storage	Door Frame Assembly	Metal	0.01
302A	Closet / Storage	Door	Metal	0.01
302A	Restroom	Door Frame Assembly	Metal	0.01
302A	Restroom	Door	Wood	0.00
302A	Restroom	Wall 1	Ceramic	0.02
302A	Restroom	Floor	Ceramic	0.00
302	Lounge	Door Frame Assembly	Metal	1.3
302	Lounge	Diagonal Beam	Metal	0.00
302	Lounge	Post / Column	Concrete	0.08
303	Restroom	Door Frame Assembly	Metal	1.5
303	Restroom	Wall 1	Ceramic	11.2
303	Restroom	Wall 1	Ceramic	8.1
303	Restroom	Wall 2	Plaster	0.03
304	Restroom	Door Frame Assembly	Metal	1.2
307	Office	Window Frame Assembly	Metal	0.9
307	Office	Door Frame Assembly	Metal	1.3
308	Office	Wall 1	Plaster	0.02

Space	Testing Combinations - condition is good unless noted			Lead mg/cm ²
	Room Equivalent	Component	Substrate	
308	Office	Door Frame Assembly	Metal	0.01
308	Office	Wall 2	Plaster	0.6
308	Office	Closet Door Frame Assembly	Metal	0.7
308	Office	Closet Door	Metal	0.00
305	Office	Door Frame Assembly	Metal	1.0
3 rd floor	Corridor	Door Frame Assembly	Metal	1.1
3 rd floor	Corridor	Door	Wood	0.00
3 rd floor stair	Corridor	Wall 2	Plaster	0.04
3 rd floor Lobby	Elevator	Door	Metal	0.12
3 rd floor	Lounge	Railing	Metal	0.02
309	Office	Door Frame Assembly	Metal	1.2
3 rd floor	Corridor	Door Frame Assembly	Metal	1.0
3 rd floor	Corridor	Post / Column	Concrete	0.21
3 rd floor	Lobby	Door Frame Assembly	Metal	0.01
3 rd floor	Lobby	Door Frame Assembly	Metal	0.01 across from
310	Office	Door Frame Assembly	Metal	0.00.00
	Lobby	Wall 1	Plaster	0.01
311	Lounge	Door Frame Assembly	Metal	0.01
311	Lounge	Wall 1	Plaster	0.00
311	Lounge	Wall 3	Plaster	0.00
315	Office	Door Frame Assembly	Metal	0.01
	Lounge	Beam	Metal	0.01
	Lounge	Closet Door Frame Assembly	Metal	0.01
	Lounge	Closet Door	Wood	0.01
	Lounge	Heater / Register	Metal	0.01
	Corridor	Door Frame Assembly	Metal	0.01
	Corridor	Wall 2	Plaster	0.03

Space	Testing Combinations - condition is good unless noted			Lead mg/cm ²
	Room Equivalent	Component	Substrate	
	Corridor	Fire Hose Cabinet	Metal	0.00
	Lounge	Post / Column	Concrete	0.00
	Lounge	Window Frame Assembly	Metal	0.07
	Corridor	Door Frame Assembly	Metal	0.04
	Corridor	Door	Wood	0.00
Stair	Corridor	Wall 1	Plaster	0.04
Stair	Corridor	Railing	Plaster	0.01
	Stacks	Beam	Metal	0.00
	Stacks	Wall 2	Plaster	0.00
		calibration 1.04		1.0

Building Description

The subject property contains a concrete frame three story with a basement library building built in the 1960s-1970s. We were informed that the south end of the building is an addition, and we saw plans dated 1974. The interior walls in the north side (original) section of the building area finished with plaster. The ceilings are finished with glued on wood fiber 1x1 ceiling tile, acoustic ceiling texture on the second floor. The floors originally were finished with 9x9 vinyl floor tile (still present under the carpet on the third floor). Asbestos pipe runs and hard pipe joints/elbows were observed in the basement of the north side section of the building. The south side is finished with skim coat of plaster over concrete walls, fissured pattern glued on 1x1 ceiling tile, new style non-suspect 2x4 suspended ceiling panels, carpet on concrete. The flat roof is finished with one layer of roll composition roofing. The mechanical enclosure is finished with stucco. The sloped roof areas are covered with tile.

Photographs



Photo 1: Severe ponding on the roof



Photo 2: Typical lead flashing on a vent



Photo 3: Terrazzo in one fire escape stairway



Photo 4: The 1' x 1' ceiling tile adhered with mastic, and applied to drywall with asbestos joint compound in some areas

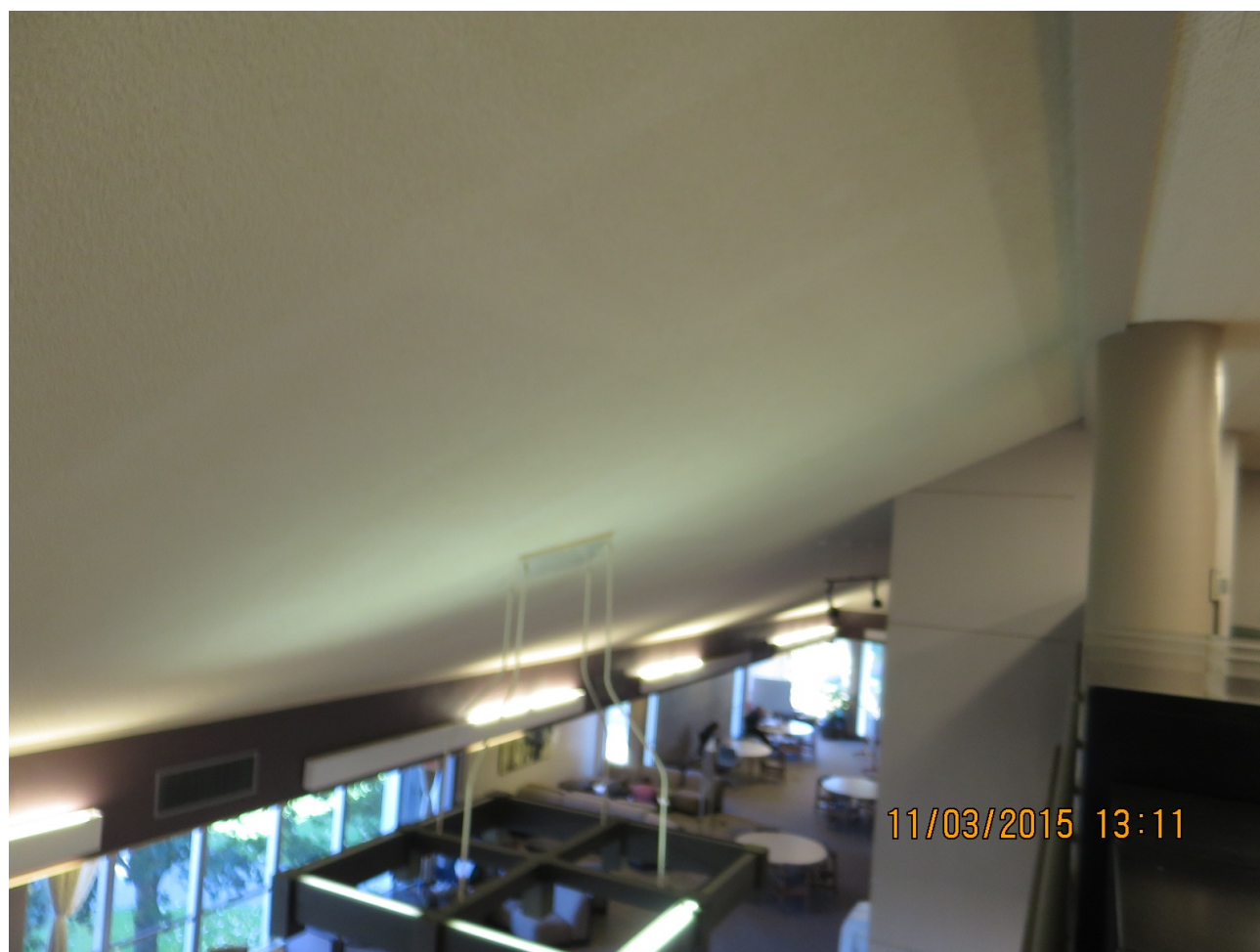


Photo 5: The ceiling texture in one L-shaped room on the second floor



Photo 6: There is old 9" x9" vinyl floor tile under the carpet in this section of the 3rd Floor



Photo 7: Old dark brown cove base mastic



Photo 8: Typical fiberglass HVAC duct insulation



Photo 9: The old 9" x9" vinyl floor tile adhered with asbestos mastic on the 3rd Floor is exposed in these two former restroom (now abandoned) entry areas



Photo 10: The new-style 12x12 vinyl floor tile in the data equipment rooms on the upper three floors



Photo 11: Typical canvas HVAC duct seam tape



Photo 12: Piping with fiberglass insulation and plastic elbow covers in the attics under the tile roofing



Photo 13: Newer, renovated side of the third floor space



Photo 14: Spare new non-suspect type 2' x 4' suspended ceiling panels and old 1' x 1' ceiling tile which have been removed and stored



Photo 15: One view of the exterior, showing clay tile over asbestos tar paper on the sloped sections



Photo 16: Another view of the exterior



Photo 17: The main entry side of the building



Photo 18: Fiberglass-insulated pipes in a typical chase behind the restrooms on the second floor



Photo 19: Wood fiber ceiling tile on the north end of the second floor



Photo 20: The classroom at the end of the L-shaped room with acoustic ceiling texture on the second floor



Photo 21: Pipes with fiberglass insulation and canvas duct seam tape in the duct chase



Photo 22: The coating over crumbly brown concrete in one part of the L-shaped room with the acoustic ceiling texture on the second floor



Photo 23: The boiler room in the basement



Photo 24: The only labeling we observed were two small signs, one on each door of the boiler room in the basement



Photo 25: One of these fire door insulated with asbestos had a chip missing, exposing the insulated core



Photo 26: We applied some patching material to the exposed friable asbestos fire door insulation at the location where the door was chipped on the first floor



Photo 27: The newer 12x12 vinyl floor tile in the janitor's room and the two restrooms beside it on the 1st Floor



Photo 28: The equipment room for the older elevator



Photo 29: The two layers of 12x12 vinyl floor tile behind the main counter on the first floor, bottom layer is adhered with asbestos mastic



Photo 30: The café area on the first floor



Photo 31: The sheet vinyl flooring in the café kitchen



Photo 32: Typical fire door on the door to the stairway



Photo 33: Another view of typical fiberglass HVAC duct insulation



Photo 34: Black sticky tape on a refrigerant line in the former computer room in Room 111



Photo 35: The large basement storage room



Photo 36: Asbestos-insulated pipes to a unit heater in the large storage room



Photo 37: The large fan and the non-suspect fiberglass and “rubber” flexible duct connector in the air handler rooms next to the boiler room in the basement



Photo 38: The exposed end of the insulation on this copper pipe labeled domestic water in the air handler fan room needs to be repaired



Photo 39: The linoleum in the basement stairway and lobby



Photo 40: The typical asbestos 12x12 vinyl floor tile adhered with asbestos mastic in the basement



Photo 41: The newer orange boiler is coated with lead-based paint, but the piping is insulated with fiberglass



Photo 42: The flexible duct connector at the fans in the air handler room near the Orange boiler is a non-suspect fiberglass/rubber unit



Photo 43: A good example of the skim coat of plaster applied to the concrete walls of the south side



Photo 44: Stucco to the left of the main entry



Photo 45: The brown upper and lower asbestos-cement window panels are coated with lead-based paint

Recommendations

All persons who read and use this report should read the entire report and all of the attachments.

The asbestos labeling is inadequate. All we saw we two small signs on the boiler room doors in the older basement area. The exposed asbestos piping should be labeled, and a list of all of the asbestos-containing materials should be placed on the inside of every mechanical room and janitorial room door.

Information on laws and regulations is provided as a convenience, not as a substitute for proper legal advice and review of the entire text of the applicable laws and regulations.

Limitations of Polarized Light Microscopy (PLM) Analytical Methods

It is possible that materials reported to contain less than 1% asbestos by Polarized Light Microscopy (PLM) analysis may or may not actually contain asbestos. Non-friable Organically Bound (NOB) such as floor tiles (vinyl and asphalt), roofing materials, mastics, and caulking may contain asbestos which is tightly bound to the matrix material and therefore not easily isolated and detected by microscopy. PLM may not detect asbestos fibers less than 0.2 microns in diameter. Because asbestos fibers found in NOB materials may be less than 0.1 microns in diameter, this method can sometimes yield low estimates or even false negative results. In New York, both PLM and TEM analysis is required in order to declare that samples of NOB materials do not contain asbestos. Clients in other areas may wish to have samples of non-friable organically bound materials reported as "none detected" under PLM analysis re-analyzed by TEM.

Advance Notification Is Required Prior To Asbestos Abatement Work:

In the North Coast Unified Air Pollution Control District, the federal asbestos NESHAP (National Emission Standard for Hazardous Air Pollutant) provisions require a two week advance notification for removal of more than 160 square feet or 260 linear feet of asbestos containing materials apply. Before starting work, the current notification requirements should be verified. Notification is also required prior to demolition. The company or organization actually doing the work is responsible for notification.

Asbestos abatement contractors must display a posting board at each work location, and it should contain copies of their notification, license, OSHA temporary job site notification, and other information such as the location of emergency medical facilities. Copies of the AHERA training, annual asbestos worker medical exam, and latest respirator fit test report for each worker and supervisor must be on site.

Notifications to Employees, Contractors, Tenants, and the Public:

- 1) Building owners must notify their employees and other owners (e.g of tenant companies) within 15 days of their knowledge of the presence of asbestos containing materials (Connelly Act, AB 3713, California Health and Safety Code, Section 25915), and annually thereafter.

2) Federal OSHA construction asbestos regulations, 29CFR1926.1101 (k), and the corresponding California regulations, apply to communication of hazards during construction activities.

3) Federal OSHA general industry asbestos regulations, 29CFR1910.1001(j)(2)(i), and the corresponding California regulations, require that building owners determine the presence, location, and quantity of materials which contain asbestos at the work site, and inform employees about the presence and location of those materials. Again, tenants are not employees. While this aspect of the regulation is widely ignored, as most commercial building have either not been inspected for asbestos, or only partially inspected, we suggest that all building owners implement an asbestos management (O&M) program based on at least a walkthrough asbestos survey. Asbestos was used in many common building materials up to the late 1980s, so having an asbestos management program in place minimizes liability and costs.

4) Federal OSHA general industry asbestos regulations, 29CFR1910.1001(j)(2)(iii) requires that building owners inform employers of employees, and employers inform employees who will perform housekeeping activities in areas which contain asbestos (actual or presumed) of the presence and location of those materials which may be contacted during such activities.

5) Federal OSHA general industry asbestos regulations, 29CFR1910.1001(j)(4)(i), and the corresponding California regulations, require that building owners or employers affix or post labels or signs so that employees will be notified of what materials contain, or are presumed to contain, asbestos. The labels are to be attached in such areas where they will clearly be noticed by employees who are likely to be exposed, such as at the entrance to mechanical room/areas. The labels must comply with the requirements of 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard, and must include the following information:

DANGER

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

CANCER AND LUNG DISEASE HAZARD

6) There is a slight variation in wording of the warnings in California's Connelly Act, AB 3713, California Health and Safety Code, Section 25915:

CAUTION.

ASBESTOS.

CANCER AND LUNG DISEASE HAZARD.

DO NOT DISTURB WITHOUT PROPER TRAINING AND EQUIPMENT

so we usually develop signs and labels which are a combination of the California and OSHA wording.

7) In a January 24, 1996 letter to Ms. Lisa K. Rushton interpreting their 29CFR1910.1101 and 29CFR1926.1101 regulations, OSHA stated: "Signs and labels are required to be posted on or near the product. However, it is generally not feasible to put labels on walls and floors. If it is not feasible, alternatives may be used. For example, if asbestos containing floors are being serviced by employees using a common equipment room day after day, then a sign or label for the asbestos flooring can be posted in that room."

8) California's Connelly Act, AB 3713, California Health and Safety Code, Section 25915, Sub-Section 25915.5 states: "An owner required to give notice to employees pursuant to this chapter, in addition to notifying his or her employees, shall mail, in accordance with this subdivision, a copy of that notice to all other persons who are owners of the building or part of the building, with whom the owner has privity of contract. Receipt of a notice pursuant to this section by an owner, lessee or operator shall constitute knowledge that the building contains asbestos-containing construction materials for purposes of this chapter. Notice to an owner shall be delivered by first-class mail addressed to the person and at the address designated for the receipt of notices under the lease, rental agreement, or contract with the owner. "

9) The California Proposition 65 notification signs which building owners (excepting many or most government buildings) should have posted on your buildings cover many materials and substances, but they are not sufficient for notifying employees or contractors working on the building.

Contractor / Employer Registration / Licensing

An employer who will be engaging in asbestos-related work involving 100 square feet or more of surface area of asbestos-containing construction material must be registered with DOSH. Asbestos abatement contractors must have this registration in addition to a contractor's license, so they are typically used to perform such work. The square footage of ACCM to be disturbed is computed by adding up the surface area of all ACCMs which will be handled during the course of the work being performed by the employer, even if it is in noncontiguous locations in all of the buildings, structures, premises, fixtures, machinery or other areas which will be handled during the course of the work for which the employer has contracted, whether pursuant to single or multiple contracts with the same hirer. This generally means that a licensed asbestos abatement contractor must be utilized, unless a particular employer feels that they will have enough asbestos work that training and equipping some of their staff and becoming registered is cost effective.

If the work involves less than 100 sq. ft. of ACCM, the employer must send a simple "report of use" to Cal/OSHA. All other occupational health and safety work rule requirements apply- especially those from Title 8 of the California Code of Regulations, 1529. For more information about "reports of use" and the database of carcinogen use reports, call 415-703-5190. Also, see

8 CCR 5203, the Carcinogen Report of Use Requirements.

More information may be found on the DOSH web site.

OSHA Asbestos Regulations:

The federal OSHA asbestos regulations for the construction industry are contained in 29CFR1926.1101. The corresponding California regulations are at California Code of Regulations, Title 8 - Industrial Relations, Division 1- Industrial Relations, Chapter 4 - Division of Industrial Safety, Sub-chapter 4 - Construction Safety Orders, Article 4 - Dusts, Mists, Fumes, Vapors, and Gases, §§1529. Asbestos.

All of these OSHA regulations use the following definitions:

ACM is Asbestos Containing Material (also ACBM, which is Asbestos Containing Building material)

PACM is Presumed Asbestos Containing Material;

Surfacing Material is material that is sprayed, troweled-on or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members; and,

TSI is Thermal System Insulation (e.g. pipe and boiler insulation).

The California regulations mirror the federal OSHA regulations, and defines four classes of work on asbestos containing materials:

"Class I asbestos work" means activities involving the removal of TSI and surfacing ACM and PACM.

"Class II asbestos work" means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

"Class III asbestos work" means repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed. "Disturbance" means activities that disrupt the matrix of ACM or PACM, crumble or pulverize ACM or PACM, or generate visible debris from ACM or PACM. Disturbance includes cutting away small amounts of ACM and PACM, no greater than the amount which can be contained in one standard sized glove bag or waste bag in order to access a building component. In no event shall the amount of ACM or PACM so disturbed exceed that which can be contained in one glove bag or waste bag which shall not exceed 60 inches in length and width.

"Class IV asbestos work" means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean

up dust, waste and debris resulting from Class I, II, and III activities.

The regulations require that all Class I, II and III asbestos work shall be conducted within regulated areas, with all of the related requirements for demarcation, signs, respirators, and so forth.

All asbestos work performed within regulated areas must be supervised by a competent person. A competent person for Class I and Class II work must be trained as an asbestos supervisor, as originally defined in the US EPA Asbestos Hazard Emergency Response Act (AHERA), 40 CFR 763 - available on the US EPA web site.

For Class III work, the competent person need only have the 16 hour training required for maintenance and custodial staff who disturb ACMs (also known as Operations & Maintenance or O&M training).

The OSHA regulations at 29CFR1926.1101(k)(9)(iii) require that training of workers for Class I operations and for Class II operations that require the use of critical barriers (or equivalent isolation methods) and/or negative pressure enclosures be the equivalent in curriculum, training method and length to the EPA Model Accreditation Plan (MAP) asbestos abatement workers training (40 CFR Part 763, subpart E, appendix C). However, 1926.1101(k)(9)(iv)(A) covering work with asbestos containing roofing materials, flooring materials, siding materials, ceiling tiles, or asbestos cement panels, allows a much shorter 8 hour training class for workers. That shorter class must include "hands-on" training and all the elements included in paragraph (k)(9)(viii) of that section, plus the specific work practices and engineering controls set forth in paragraph (g) of that section which specifically relate to the category of work to be performed.

Many private training facilities provide the asbestos supervisor and worker initial and annual refresher training classes, as well as the O&M training classes. Unless it is reasonably certain that the supervisor and workers will never need to disturb more than the small amount of ACM allowed under Class III, they need the normal AHERA supervisor and worker classes.

Despite the small size of Class III projects, they must be conducted using engineering and work practice controls which minimize the exposure to employees performing the asbestos work and to bystander employees:

- (A) The work shall be performed using wet methods.
- (B) To the extent feasible, the work shall be performed using local exhaust ventilation.
- (C) Where the disturbance involves drilling, cutting, abrading, sanding, chipping, breaking, or sawing of thermal system insulation or surfacing material, the employer shall use impermeable drop cloths, and shall isolate the operation using mini-enclosures or glove bag systems or another isolation method.
- (D) Where the employer does not produce a "negative exposure assessment" for a job, or where monitoring results show the PEL (Permissible Exposure Limit) has been exceeded, the employer shall contain the area using impermeable drop cloths and plastic barriers or their equivalent, or shall isolate the operation using another listed and

compliant control system.

(E) Employees performing Class III jobs, which involve the disturbance of thermal system insulation or surfacing material, or where the employer does not produce a "negative exposure assessment" or where monitoring results show a PEL has been exceeded, shall wear respirators which are selected, used and fitted according to the applicable regulations.

Federal OSHA published a nice informal summary of their asbestos regulations for the construction industry, publication OSHA3096, Revised in 2002. It is available online.

Lead Regulations

Three federal agencies regulate lead paint under Title X of the Housing and Community Development Act of 1992: The Environmental Protection Agency (EPA), the Department of Housing and Urban Development (HUD), and the Occupational Safety and Health Administration (OSHA). The federal lead regulations for *construction work* are contained in 29CFR1926.62 and the corresponding California regulations in CCR 8 Section 1532.1 have some additions or revisions which are not in the federal regulations.

In California, accreditation, certification, and work practices for lead-based paint and lead hazards are regulated by Title 17, California Code Of Regulations, Division 1, Chapter 8. California Senate Bill 460 amended H&SC 17920.10 by adding "lead hazards" as a violation, amended H&SC 17961 to allow local agencies to enforce 17920.10 when lead hazards are present, and amended H&SC 105251-56 making it illegal for contractors to create lead hazards and to allow local enforcement agencies to perform enforcement. In California, lead abatement work must be performed by California CDPH (formerly DHS) accredited supervisors and workers.

The action level for employee exposure to airborne lead is 30 $\mu\text{g}/\text{m}^3$ averaged over an 8-hour day. The Permissible Exposure Limit (PEL) is 50 $\mu\text{g}/\text{m}^3$ averaged over an 8-hour day.

If lead is present in a *construction workplace* in any quantity, the *construction employer* is required to make an initial determination of whether any employee's exposure to airborne lead exceeds the action level. This initial determination requires that the employer perform an exposure assessment to monitor the construction workers' exposures unless they have objective data from similar operations performed within the previous 12 months, or data from outside sources such as trade associations and suppliers. In a letter to Mr. William F. Alcaresé dated September 10, 2008, federal OSHA stated that an employer working with paint which contains any amount of lead in such a way that would generate airborne levels to which employees may be exposed, must conduct exposure monitoring (or use objective or historical data to demonstrate that the action level is not exceeded).

Monitoring for an initial exposure assessment may be limited to a representative number of employees who are reasonably expected to have the highest exposure levels. Such monitoring is typically done by clipping small battery-powered air pumps to the employees' belts, with hoses running to filter cassettes clipped to the lapel of their shirts.

Some people mistakenly assume that work on materials found to contain any lead, even a low reading such as 0.18 mg/cm^2 , requires use of a lead abatement contractor. That is incorrect, as abatement personnel are mainly trained to remove lead paint and ceramic tile, not to perform normal construction tasks.

There are four categories of tasks with different requirements for performing exposure assessments when lead is present and when the amount of lead is unknown:

- 1) For common miscellaneous construction tasks such as demolition using machinery, drilling holes through walls to run pipes or conduits, driving fasteners into surfaces, the regulations do not list any special requirements for performing exposure assessments. However, if an employer of an employee performing such a task has any reason to believe that an employee may be exposed to lead in excess of the PEL, they are required to implement the same personal protective measures as for category 2 below. It is obvious that many employers assume that employees performing such work, especially with paint containing less than 1.0 mg/cm^2 of lead, will not be exposed above the PEL.

In California, Title 8, Section 1532.1 states that exposure assessment for such tasks is not required if data showing that the paint contains less than 600ppm of lead is available. However, that is a lesser standard than in the federal regulations, and federal OSHA, in a letter to Mr. William F. Alcarese dated September 10, 2008, states "Accordingly, for all tasks governed by OSHA's Lead in Construction standard (29 CFR 1926.62) involving paints having any level of lead, employers must comply with the assessment measures and any applicable protections of that standard." Also, data showing if the paint is above or below 600ppm of lead is usually not available, as the X-Ray Fluorescence (XRF) machines which are the normal and preferred method of testing produce results in units of milligrams per square centimeter, not ppm, and no conversion between the two units is possible.

- 2) For the tasks listed below, performing an exposure assessment requires that the workers involved be provided with personal protective clothing and equipment, change areas, hand washing facilities, biological monitoring (blood tests), training, and tight fitting air purifying half-face or better respirators as specified in the regulations :

Manual demolition of structures (e.g., dry wall)

Manual scraping;

Manual sanding;

Heat gun applications;

Power tool cleaning with dust collection systems; and,

Spray painting with lead paint;

- 3) For the tasks listed below, performing an exposure assessment requires that the workers involved be provided with personal protective clothing and equipment, change areas, hand washing facilities, biological monitoring (blood tests), training, and tight fitting air purifying full-face or better respiratory protection as specified in the regulations :

Using lead containing mortar;

Lead burning;

Rivet busting;

Power tool cleaning without dust collection systems;

Cleanup activities where dry expendable abrasives are used;

Abrasive blasting enclosure movement and removal;

- 4) For the tasks listed below, performing an exposure assessment requires that the workers involved be provided with personal protective clothing and equipment, change areas, hand washing facilities, biological monitoring (blood tests), training, and tight fitting full-face PAPR or better respiratory protection as specified in the regulations:

Abrasive blasting; and,

Welding, cutting, and torch burning.

Lead Waste Disposal

To determine if lead waste, including soil, demolition debris, and waste from lead abatement projects, is hazardous waste:

- 1) Sample the waste and have a laboratory perform a Total Threshold Limit Concentration (TTLC) test (preparation EPA 3050B, test method EPA 6010B). If that test indicates 1,000 parts per million (ppm) or more lead, the waste is hazardous waste.
- 2) If the test results indicate that the waste contains 50ppm or less of lead, it is not a hazardous waste.
- 3) If the waste contains 50 or more ppm of lead, but less than 1,000ppm of lead, then a California California Waste Extraction Test (WET - preparation method CAC 66261.126, test method EPA 6010B) should be performed on the waste sample.
- 4) If the waste exceeds the Soluble Threshold Limit Concentration (STLC) for lead of 5 ppm, it is a California hazardous waste.

Hazardous wastes must be disposed of at a hazardous waste landfill and must be hauled under a proper manifest by a licensed hazardous waste transporter.

In an E-mail message sent 5/27/2004, Mr. Charles Corcoran (Ccorcora@dtsc.ca.gov or 916-327-4499), Chief of the Waste Identification and Recycling Section of the California Department of Toxic Substances Control stated that "The waste must be classified as it will be generated. If the entire building is to be demolished, then that is the waste to be classified. In the event the whole building is demolished, if the entire waste does not exceed the 350 ppm limit [note - his E-mail was written before the 350ppm requirement expired, therefore reverting back to the 1,000 ppm TTLC and 5 ppm STLC limits] or exhibit any hazardous waste characteristic, it may be disposed to a C&D landfill. If any individual components are first removed from the building, then DTSC would consider those wastes to be separately generated and would expect the generator to characterize them as a distinct waste."

To perform the profile testing, a representative sample of the waste needs to be collected. If a whole building is to be disposed, then the sample would be of the entire debris (we would take care to avoid over or under sampling any particular building components). If the waste is a window, then some of the wood, some of the glass, and some of the putty should be included. If the waste is ceramic tile (as during a school bathroom remodeling project), then some tile, some grout, and some of the mortar needs to be included. If the waste is wood trim, then a chunk of the wood needs to be cut out. If the waste is painted concrete, then a core or chunk of the concrete needs to be collected. In all cases, the sample should approximate the proportion of lead paint / lead ceramic tile and other materials actually present in the waste. The laboratory will require that the sample they receive be pulverized.

All Field Personnel Should Have Basic Asbestos and Lead Training

All contractors working on existing buildings should see that all of their field personnel have at least the two hour asbestos awareness training, and that any of their employees who will be performing work involving spot disturbances / removal of materials which contain asbestos have the 16 hour training needed for performing OSHA Class III asbestos work. They should also see that all field personnel also have the basic training on respiratory protection needed for work with lead (they would receive this during the 16 hour asbestos training).

Exposure Assessment Programs Are Mandatory

All contractors should have well organized asbestos and lead exposure assessment programs and exposure assessment databases. Exposure assessment is mandatory, and until exposure assessment data is obtained, contractors must provide respiratory protection and other measures which could be very inconvenient, cumbersome, and expensive. Exposure assessment data is generally only good for one year, so ongoing collection of data avoids having out of date exposure assessment data. It also builds up a nice database of information to show that the contractor is in compliance with the applicable laws and regulations and that workers are not being improperly exposed.

Exposure assessment data is collected for workers with similar experience and training performing similar tasks. It is important to organize the exposure assessment data in the contractor's database by tasks and experience.

The actual data collection involves placing personal air pumps on the belts of the workers being monitored, with a filter cassette hanging over their shoulder and clipped to their collar so that it is in their "breathing zone." Asbestos exposure assessments require both 30-minute "excursion" (highest exposure) sample and 8 hour samples. Lead exposure assessments require 8 hour samples (a typical work shift). It is important to record the sample information - flow rate, work task being monitored, and worker experience. The filter cassettes should be properly labeled and are submitted to a laboratory for analysis of the lead or asbestos content.

Once initial exposure assessment data is obtained, the Contractor need only provide the respiratory protection and other measures indicated by the exposure assessment data for each task-experience combination.

The federal Occupational Safety and Health Administration (OSHA) Respiratory Protection Standard is 29 CFR 1910.134. Employees who are required to wear respirators must be provided with training on the use of the respirator, and a physical examination by a doctor to show that they are fit to wear a respirator. They must be offered a selection of respirators or different brands and sizes to find one that fits well, and must be fit tested (once per year) to see that the respirator seals well when they are wearing it.

Scope of Services

We performed a visual examination of those areas to determine the overall construction and usage of the building(s) and to plan and coordinate the survey work, taking into account any information provided on the age and construction of the building(s). We examined any plans and documents supplied to us determine if any ACMs were specified and to provide information on remodeling or renovation work. Areas of potential ACM were identified using the available information on the age of the building, construction materials present and the consultant's expertise.

Asbestos Containing Materials (ACMs) Which Are Banned

It is important not to view the dates of the laws / regulations which banned the materials listed below as absolute cut-off dates. In many cases, the laws / regulations allowed suppliers to sell their existing supplies, and the manufacturers may not have immediately been aware of the new laws / regulations. For example, we have spoken with a large manufacturer of drywall joint compound in southern California and learned that they were still manufacturing drywall joint compound with asbestos in the middle 1980s. Our experience inspecting thousands of buildings of all types also confirms that asbestos containing drywall joint compound was used in many buildings constructed in the middle 1980s.

- Spray applied fireproofing was banned by the 1973 Clean Air Act (CAA) Asbestos National Emission Standard for Hazardous Air Pollutant (NESHAP);
- Wet-applied and pre-formed (molded) asbestos pipe insulation and pre-formed (molded) asbestos block insulation on boilers and hot water tanks were banned by the 1975 Clean Air Act (CAA) Asbestos National Emission Standard for Hazardous Air Pollutant (NESHAP);

- Spray applied decorative ACM (e.g. acoustic ceiling texture) was banned by the 1978 Clean Air Act (CAA) Asbestos National Emission Standard for Hazardous Air Pollutant (NESHAP);
- Patching compounds which are used to cover, seal or mask cracks, joints, holes and similar openings in the trim, walls, ceiling, etc. of building interiors (also used to create textured effects) which a consumer can purchase (those where the sale or use of the product by consumers is facilitated, and those containing respirable free form asbestos which are used in residences, schools, hospitals, public buildings or other areas where consumers have customary access) were banned by the US Consumer Product Safety Commission (CPSC) in 1978 - see 16 CFR 1304;
- Artificial emberizing materials (ash and embers) containing respirable freeform asbestos (generally packaged in an emberizing kit for use in fireplaces, and designed for use in such a manner that the asbestos fibers can become airborne under reasonably foreseeable conditions of use were banned by the US Consumer Product Safety Commission (CPSC) in 1978 - see 16 CFR 1305;
- Spray-on application of materials containing more than 1% asbestos to buildings, structures, pipes, and conduits unless the material is encapsulated with a bituminous or resinous binder during spraying and the materials are not friable after drying was banned by the 1990 Clean Air Act (CAA) Asbestos National Emission Standard for Hazardous Air Pollutant (NESHAP);
- Asbestos paper products (flooring felt, roll board, and corrugated, commercial, or specialty paper) were banned by the Toxic Substances Control Act (TSCA) - On July 12, 1989, the US EPA issued a final rule banning most asbestos-containing products. While most of that regulation was overturned by the Fifth Circuit Court of Appeals in New Orleans in 1991, the bans on these materials were affirmed; and,
- Products that have not historically contained asbestos, otherwise referred to as "new uses" of asbestos were banned by the Toxic Substances Control Act (TSCA) - On July 12, 1989, the US EPA issued a final rule banning most asbestos-containing products. While most of that regulation was overturned by the Fifth Circuit Court of Appeals in New Orleans in 1991, the bans on these materials were affirmed.

Various asbestos containing materials were specifically listed as NOT banned by the US EPA's guidance document of May 18, 1999, but this list is far from comprehensive, as many other common materials which are not banned are not listed:

Troweled-on Surfacing Materials (e.g. cement stucco and gypsum plaster);

Asbestos-cement corrugated sheet, shingles, flat sheet, millboard, and pipe;

Asbestos clothing for adults;

Pipeline wrap;

Roofing felt;

Vinyl-asbestos floor tile;

Automatic transmission components;

Clutch facings;

Friction materials;

Brake pads, linings, and blocks;

Gaskets;

Non-roofing coatings; and,

Roof coatings.

Which Materials Commonly Contain Asbestos?

The list in the table below was developed based on US EPA publications and our experience performing asbestos surveys / inspections of thousands of buildings of all types.

While the production and usage of some have been banned, and most others are simply no longer produced or installed, many are still legal and new products containing asbestos could appear on the market, so this list may become out of date.

Most Common Suspect Material	Typically Friable In Place?	Notes and <u>Approximate</u> Usage Dates
Acoustic Ceiling Texture	Yes	Through the mid to late 1970s
Acoustic Plaster	No	Through the mid 1970s
Adhesives / Mastics (flooring, mirror, pipe insulation, etc.)	No	Through the 1980s
Asphalt Floor Tile	No	Through the 1960s
Asphalt pavement (the gravel used to make it)	No	There are substantial areas of naturally-occurring asbestos in the USA, and in recent years more has been discovered
Blown-in Insulation	Yes	Prior to the mid 1970s
Boiler and Vessel Insulation	Yes	Through the mid-1970s

Most Common Suspect Material	Typically Friable In Place?	Notes and <u>Approximate</u> Usage Dates
Breeching / Flue Insulation	Yes	Through the mid 1970s
Caulking and Sealants	No	Through the mid-1980s
Ceiling Tiles and Lay-in or Suspended Ceiling Panels	Yes	Prior to the early 1970s, often are heavy and have a “layered” internal appearance. Newer non-suspect types are readily identified.
Concrete (especially the gravel used to make it)	No	There are substantial areas of naturally-occurring asbestos in the USA, and in recent years more has been discovered
Concrete block filler (used to smooth the rough surface)	No	Through the 1970s and into the 1980s
<p>Drywall (also known as Gypsum Wallboard or the brand name Sheetrock). Due to imprecise use of English, and confusion between composite and discrete layer sampling, some people may mistakenly believe that drywall itself is a suspect material. Some have loosely used the term “wallboard” to refer to asbestos-cement panels used as wall covering. Indeed, for quite a few years we sampled drywall. Finally tiring of wasting time and money sampling a material which was never, ever positive, we investigated. We discovered these problems, and a situation in which mistakes in one document (e.g. the sloppy use of the imprecise term “wallboard”) repeated in other documents. All the times we have asked, people stating that drywall might contain asbestos have not been able to produce an example of it. The drywall system is suspect, but not the gypsum board itself.</p>		
Drywall Joint Compound (Also Known As Mud, Sometimes Also Used as a Skim or Texture Coat)	No	Manufactured and applied through the mid-1980s. Naturally occurring asbestos in raw materials is allowed, but manufacturers avoid liability by screening raw materials.
Ducts (Made of Corrugated Asbestos Covered with Aluminum on the Inside and Outside, one common brand is Alumabestos)	Yes	Through the mid 1980s
Duct Insulation (corrugated or paper)	Yes	Sometimes found on register boots and ducts through the mid-1980s
Electric Wiring Insulation	Yes	Prior to the 1970s in some cables and wires, through the 1980s in some heating appliances and machinery

Most Common Suspect Material	Typically Friable In Place?	Notes and <u>Approximate</u> Usage Dates
Electrical Panel Partitions and/or Arc Chutes	No	Used through the 1970's
Elevator Equipment Panels	No	Through the 1970's
Elevator Brake Shoes	No	Many still in use
Fiber-Cement Conduits	No	Through the 1980's
Fiber-Cement Ducts (one common brand is Transite)	No	Common for underground HVAC ducts through the 1980s
Fiber-Cement Flues (one common brand is Transite)	No	Used through the 1980s, although usage tapered off sharply after the 1970's
Fiber-Cement Sheets - Interior, Exterior, or in Freezers/Chillers, (some made with wood patterns, one common brand is Transite)	No	Used through the 1970s, with some usage in the 1980s
Fiber-Cement Pipes (one common brand is Transite)	No	Through the 1980's and some may still be in use
Fiber-Cement Cooling Tower Slats and Other Components (one common brand is Transite)	No	Through the 1980s
Fire Blankets	Yes	Prior to the 1980s
Fire Curtains	Yes	Prior to the 1980s
Fire Door Interior Insulation	No (covered)	Through the 1970s
Fireproofing Materials (as on structural steel)	Yes	Through the mid to late 1970s
Flexible Duct Connectors (also known as vibration cloths)	Yes	Soft woven cloth, easy to differentiate from fiberglass or rubber
Gaskets	No	Still in use
Gravel	No	There are substantial areas of naturally-occurring asbestos in the USA, and in recent years more has been discovered
Electrical Ducts	No	Through the 1970s

Most Common Suspect Material	Typically Friable In Place?	Notes and <u>Approximate</u> Usage Dates
Laboratory Hoods/Table Tops	No	Trough the 1980s
Mastics (floor tile, mirror, ceiling tile, etc.)	No	Through te 1980s
Paint - textured or elastomeric / coatings	No	Through the mid to late 1970's
Packing Materials (for valves or for wall/floor penetrations)	No	Through the 1980s
Pipe Insulation (corrugated air-cell, block, etc.)	Yes	Through the 1970s
Plaster (interior gypsum plaster, which typically consists of two or more layers	No	Rare, used prior to the mid 1970's
Plastic Roof Cement (typically applied at flashings, joints, and penetrations, may brands are still manufactured with asbestos)	No	Very common, still legally manufactured, sold and applied
Roofing Felt / Tar paper	No	Through the 1970's and into the 1980s
Roofing Shingles or Roll Roofing	No	Through the 1970s and into the 1980s
Sheet Vinyl Flooring	No	Through the 1980s
Silver Roof Paint	No	Through the 1970s and into the 1980s
Spackling Compounds	No	Through the 1970s
Spray-Applied Insulation	Yes	Through the mid to late 1970s
Stucco, or Cement Plaster, which typically consists of two or more layers	No	Generally, used through the 1980s, but in early 2006 an Arizona regulator told us that a wholesaler in the Phoenix area imports asbestos and sells it to contractors who mix it into stucco
Tank and Vessel Insulation	Yes	Through the mid to late 1970s
Taping Compounds (drywall joint compound)	No	Through the mid 1980s

Most Common Suspect Material	Typically Friable In Place?	Notes and <u>Approximate</u> Usage Dates
Textured Paints / Coatings (paints made with texture, not texture applied before painting)	No	Through the 1970s
Thermal Paper Products	Yes	Through the 1970s
Vinyl Floor Tile	No	Through the mid 1980s
Window Putty	No	Though the 1970s

Asbestos Sampling

Representative samples of potential / suspect ACM were collected after identification of homogeneous sampling areas (these are areas in which the materials are uniform in color, texture, construction or application date and general appearance) of potential ACM. Each homogeneous area of potential ACM was observed for material type, location, condition, and friability. Representative samples were collected from each area of potential ACM, excepting areas which were inaccessible, or areas of assumed ACM. The building(s) was examined for the presence of previous or multiple layers of materials, if applicable. If no suspect materials were identified, or if only materials assumed to contain asbestos were identified, no samples were collected.

Most of the laws and regulations regarding asbestos sampling reference the AHERA section on sampling (40CFR763.86). We used that protocol, with additions to be more conservative, but not to overly increase the cost of asbestos surveys. Given the lack of detailed guidance in AHERA regarding miscellaneous materials, our judgement and extensive experience were important factors in determining the appropriate number of samples. For example, we know that drywall joint compound is difficult for the laboratories to analyze due to the presence of binders and such and the relatively low asbestos content, so we collect more samples from an area of it than we would from a similar area of a material such as sheet vinyl flooring which is very easy to analyze and which typically was made with a relatively high asbestos content. Of course, we do not sample non-suspect materials (see the table of suspect materials above).

Suspect materials were assumed to contain asbestos or were sampled as follows:

Friable Surfacing Material, which is a friable suspect material sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes:

- At least three bulk samples from each homogeneous area that is 1,000 ft² or less;
- At least five bulk samples from each homogeneous area that is greater than 1,000 ft² but less than or equal to 5,000 ft²; and,

- At least seven bulk samples from each homogeneous area that is greater than 5,000 ft².

Friable Thermal System Insulation, which is a friable suspect material applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes:

- At least three bulk samples from each homogeneous area;
- At least one bulk sample from each homogeneous area of patched thermal system insulation if the patched section is less than 6 linear or square feet; and,
- In a manner sufficient to determine whether the material is ACM or not ACM, bulk samples from each insulated mechanical system where cement or plaster is used on fittings such as tees, elbows, or valves.

Friable Miscellaneous Materials, which are interior building materials on structural components, structural members or fixtures, such as ceiling tiles:

- Bulk samples from each homogeneous area in a manner sufficient to determine whether the material is ACM or not ACM.

Nonfriable Materials which are interior building materials on structural components, structural members or fixtures, such as floor tiles:

- In a manner sufficient to determine whether the material is ACM or not ACM, bulk samples from each homogeneous area.

Sampling was done based on the friability of the material at the time of the asbestos survey.

Reasonable care was taken to reduce accidental fiber release into the building environments. In order to reduce the potential for fiber release while collecting samples of suspect materials, the test areas were sprayed with a water-containing surfactant. The tools used for collection of samples were cleaned with soapy water-soaked cloths between samples in order to avoid cross-contamination of samples. The samples were placed into heavy plastic sample bags which were then sealed and labeled. The location, type, and other information on each sample were recorded.

Asbestos Laboratory Analysis

A chain-of-custody form accompanied the samples to the laboratory. The samples were analyzed by an NVLAP accredited laboratory using the Polarized Light Method (PLM, EPA 600/R-93/116 and/or EPA 600/M4-82-020600M4). The PLM method is, by far, the most commonly used method to analyze bulk materials for the presence of asbestos. This method utilizes the optical properties of minerals to identify the selected constituent. The use of this method enables identification of the type and approximate percentage of asbestos in a given sample. The detection limit of the PLM method for asbestos identification is about one percent

by volume.

Lead Survey

Suspect areas of lead (paint and ceramic tile glaze) were analyzed using non-destructive In place testing using a portable Thermo Niton 700-703ALXp portable XRF (X-Ray Fluorescence) instrument.

General Limitations

The conclusions presented in this report are professional opinions based on the indicated data described in this report. Opinions and recommendations presented herein apply to site conditions existing at the time of the site visit(s). Changes in the conditions of the property may occur with time due to natural processes or various activities on the subject property. Changes in applicable codes and standards may also occur as a result of legislation or the broadening of knowledge. Accordingly, this report may become invalid. This report is intended only for the client, purpose, location, and project indicated. The only persons or companies which may rely on it are our client, an abatement contractor hired by our client, and the client of our client when we are sub-consultants. All others may not rely upon this report without having a contract in place with us. We do not warrant that the information supplied to us by others is accurate.

Reports such as this prepared by any consultant are never intended to be definitive studies of the presence of asbestos and/or lead at the subject properties. Other locations of asbestos and/or lead may exist at the subject property, and the levels may vary from those stated in this report. There may be variations in the composition of materials which appear similar. Materials may be hidden from view and not accessible. This is especially so for occupied structures or structures where damage and invasive sampling need to be minimized (such as structures not owned by our client).

For pre-demolition surveys of vacant buildings, we do not hesitate to examine the structure in several areas, looking for multiple layers of materials and materials which are under other materials. We very, very rarely miss anything. However, we are performing surveys, not demolition work, so may not see things such as a patch of floor tile hidden under carpeting, and not detected by our typical examination of the area under the carpet at a corner(s) or existing hole(s). We examine the structure(s) in several locations, but do not pull up all of the carpet, or cut numerous holes in floors and walls. That would constitute demolition work, not survey work, and could also create contamination due to excessive disturbances of suspect materials.

Elevator brakes are not sampled, as they are the responsibility of the elevator maintenance firm only, and to avoid damage to the brake.

We generally do not sample asphalt, concrete, and gravel associated with buildings unless we are nearby an area known to contain naturally occurring asbestos (for example, see http://ftp.consrv.ca.gov/pub/dmg/pubs/ms/59/MS59_Plate.pdf and <http://www.wired.com/2014/01/asbestos-map-united-states/> and other such sources). It is unlikely that gravel would be trucked long distances to make asphalt or concrete, due to the transport expense and widespread availability of supplies closer to properties. Occupational exposures to silica are associated with work with all concrete, asphalt, and gravel, so

compliance with the applicable OSHA regulations is required.

Location and sampling of underground items, such as asbestos-cement pipes, would have been outside of the scope of services for this project.

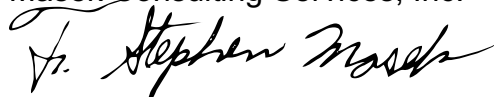
Regulatory Compliance

The report meets and exceeds the requirements of all applicable laws and regulations. If someone unfamiliar with our reports, after reading this entire report and all of the attachments, has any questions regarding where specific information is found, they should contact us by phone or E-mail, and we will direct them to the appropriate places in this report.

Consultant Background

The inspection and sampling portions of the survey and professional aspects of the report preparation were performed by Mr. F. Stephen Masek. Mr. Masek has performed thousands of environmental inspections in a wide variety of commercial and government buildings, including airports, military bases, high-rise buildings, apartment buildings, shopping centers, schools, office buildings, hospitals, retail buildings, factories, recreation facilities, warehouses, residences and R&D buildings. Mr. Masek has been a California Certified Asbestos Consultant since the certification program started in 1992, and has been an asbestos consultant since 1990. Mr. Masek has been a California certified lead Inspector / Risk Assessor since 1993. He has extensive experience in related environmental services. He obtained a B.S.B.A. degree from Washington University in St. Louis (1980). He is a member of Mensa, the high IQ society. As an active member of ASTM, he has contributed to the revisions to the ASTM Phase I Environmental Site Assessment Standard, was chairman of an asbestos survey task group, and helped write portions of the ASTM Property Condition Assessment standard. He has written numerous magazine articles and has spoken at local, state, and national conventions. He also provides expert witness services.

Sincerely,
Masek Consulting Services, Inc.



F. Stephen Masek
President

California Certified Asbestos Consultant #92-0822

California Certified Lead Inspector / Risk Assessor / Project Monitor #751

Indoor Air Quality Association member

Association of Environmental Professionals member

ASTM International member, Committees D-22 & E-50

E-Mail: stephenmasek@masekconsulting.net

Sketch, Laboratory Report and CDPH 8552 Attachments

The attachments are important parts of this report.

The chain of custody form(s) is/are part of the laboratory report(s), and is/are one of the pages counted in the report(s).

Avoiding laboratory bias is done by minimizing the information provided to the laboratory. Therefore, we do not give information to the laboratory about which samples are or are not homogeneous, where they were collected, the full address of the building, and the name of the owner, as such information could be the cause of laboratory bias.

The five pages of sketches follow. We generally omit the prefix of the sample numbers from the sketch(es) or drawings for clarity. Such prefixes are used solely to prevent the laboratory from accidentally mixing samples from different batches.

The eight page asbestos laboratory report, number 121505279, prepared by EMSL Analytical, Inc. follows.

CDPH Form 8552 follows.



EMSL Analytical, Inc.

3356 West Catalina Drive Phoenix, AZ 85017

Tel/Fax: (602) 276-4344 / (602) 276-4053

<http://www.EMSL.com> / phoenixlab@emsl.com

EMSL Order: 121505279

Customer ID: 32MASE50

Customer PO:

Project ID:

Attention: Stephen Masek
Masek Consulting Services, Inc.
23478 Sandstone
Mission Viejo, CA 92692

Phone: (714) 878-5284

Fax:

Received Date: 11/ 6/2015 10:00 AM

Analysis Date: 11/10/2015

Collected Date:

Project: L

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
L-1 121505279-0001		Red/Black Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
L-2 121505279-0002		Black Fibrous Homogeneous	20% Synthetic	80% Non-fibrous (Other)	None Detected
L-3 121505279-0003		Red/Black Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
L-4 121505279-0004		Black Fibrous Homogeneous	20% Synthetic	80% Non-fibrous (Other)	None Detected
L-5 121505279-0005		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-6 121505279-0006		Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-7 121505279-0007		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-8 121505279-0008		Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-9 121505279-0009		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-10 121505279-0010		Blue/Beige Fibrous Heterogeneous	40% Synthetic	60% Non-fibrous (Other)	None Detected
L-11 121505279-0011		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-12 121505279-0012		Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-13 121505279-0013		Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-14 121505279-0014		Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
L-15 121505279-0015		Brown Non-Fibrous Homogeneous	2% Fibrous (Other)	98% Non-fibrous (Other)	None Detected
L-16 121505279-0016		Tan Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected



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EMSL Order: 121505279

Customer ID: 32MASE50

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
L-17 121505279-0017		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-18 121505279-0018		Beige Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
L-19 121505279-0019		Brown/White Fibrous Heterogeneous	10% Cellulose	85% Gypsum 5% Non-fibrous (Other)	None Detected
L-20 121505279-0020		White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
L-21 121505279-0021		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-22 121505279-0022		Brown Non-Fibrous Homogeneous	2% Fibrous (Other)	98% Non-fibrous (Other)	None Detected
L-23 121505279-0023		Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-24 121505279-0024		Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
L-25 121505279-0025		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-26 121505279-0026		Tan Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
L-27 121505279-0027		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-28 121505279-0028		Beige Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
L-29 121505279-0029		Tan Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
L-30 121505279-0030		Tan/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
L-31 121505279-0031		Tan Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
L-32 121505279-0032		Tan/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
L-33 121505279-0033		Tan/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
L-34 121505279-0034		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-35 121505279-0035		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected



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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
L-36		White Fibrous Homogeneous	99% Synthetic	1% Non-fibrous (Other)	None Detected
121505279-0036					
L-37		Brown Fibrous Homogeneous		50% Non-fibrous (Other)	50% Chrysotile
121505279-0037					
L-38		Brown Fibrous Homogeneous		50% Non-fibrous (Other)	50% Chrysotile
121505279-0038					
L-39		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0039					
L-40		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0040					
L-41		Tan/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
121505279-0041					
L-42		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0042					
L-43		Tan/White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
121505279-0043					
L-44		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0044					
L-45		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0045					
L-46		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0046					
L-47		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0047					
L-48		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0048					
L-49		White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
121505279-0049					
L-50		White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
121505279-0050					
L-51		White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
121505279-0051					
L-52		White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
121505279-0052					
L-53		White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
121505279-0053					
L-54		White Non-Fibrous Heterogeneous		100% Non-fibrous (Other)	None Detected
121505279-0054					



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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
L-55 121505279-0055		Gray/White Fibrous Heterogeneous	40% Cellulose 40% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
L-56 121505279-0056		Brown Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
L-57 121505279-0057		Brown Fibrous Homogeneous		78% Non-fibrous (Other)	2% Amosite 20% Chrysotile
L-58 121505279-0058		White Fibrous Homogeneous	99% Synthetic	1% Non-fibrous (Other)	None Detected
L-59 121505279-0059		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-60 121505279-0060		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-61 121505279-0061		Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-62 121505279-0062		Beige Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
L-63 121505279-0063		Tan Fibrous Homogeneous	99% Cellulose	1% Non-fibrous (Other)	None Detected
L-64 121505279-0064		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-65 121505279-0065		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-66 121505279-0066		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-67 121505279-0067		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-68 121505279-0068		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-69 121505279-0069		Brown Non-Fibrous Homogeneous	2% Fibrous (Other)	98% Non-fibrous (Other)	None Detected
L-70 121505279-0070		Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-71 121505279-0071		Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
L-72 121505279-0072		Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-73 121505279-0073		Gray Fibrous Homogeneous		85% Non-fibrous (Other)	15% Chrysotile <1% Crocidolite



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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
L-74 121505279-0074		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-75 121505279-0075		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-76 121505279-0076		Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-77 121505279-0077		Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
L-78 121505279-0078		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-79 121505279-0079		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-80 121505279-0080		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-81 121505279-0081		Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-82 121505279-0082		White Fibrous Heterogeneous	5% Glass	95% Non-fibrous (Other)	None Detected
L-83 121505279-0083		Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-84 121505279-0084		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-85 121505279-0085		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-86 121505279-0086		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-87 121505279-0087		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-88 121505279-0088		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-89 121505279-0089		Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	85% Gypsum 3% Non-fibrous (Other)	None Detected
L-90 121505279-0090		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-91 121505279-0091		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-92 121505279-0092		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected



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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
L-93 121505279-0093		Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	85% Gypsum 3% Non-fibrous (Other)	None Detected
L-94 121505279-0094		Gray Fibrous Homogeneous	10% Min. Wool	90% Non-fibrous (Other)	None Detected
L-95 121505279-0095		Gray Fibrous Homogeneous		78% Non-fibrous (Other)	2% Amosite 20% Chrysotile
L-96 121505279-0096		Gray Fibrous Homogeneous	10% Min. Wool	90% Non-fibrous (Other)	None Detected
L-97 121505279-0097		Gray Fibrous Homogeneous		78% Non-fibrous (Other)	2% Amosite 20% Chrysotile
L-98 121505279-0098		Gray/White Fibrous Heterogeneous	40% Cellulose 40% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
L-99 121505279-0099		Brown Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
L-100 121505279-0100		Tan/Green Fibrous Heterogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
L-101 121505279-0101		Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
L-102 121505279-0102		Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
L-103 121505279-0103		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-104 121505279-0104		Tan Non-Fibrous Homogeneous		97% Non-fibrous (Other)	3% Chrysotile
L-105 121505279-0105		Gray/White Fibrous Heterogeneous	40% Cellulose 40% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
L-106 121505279-0106		Gray/White Fibrous Heterogeneous	40% Cellulose 40% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
L-107 121505279-0107		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
L-108 121505279-0108		Gray/White Fibrous Heterogeneous	40% Cellulose 40% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
L-109 121505279-0109		Gray Fibrous Homogeneous	10% Min. Wool	90% Non-fibrous (Other)	None Detected
L-110 121505279-0110		Gray Fibrous Homogeneous	10% Min. Wool	90% Non-fibrous (Other)	None Detected
L-111 121505279-0111		Gray Fibrous Homogeneous	10% Min. Wool	90% Non-fibrous (Other)	None Detected



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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type
L-112		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0112					
L-113		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0113					
L-114		Gray/White Fibrous Heterogeneous	40% Cellulose 40% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
121505279-0114					
L-115		Brown Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
121505279-0115					
L-116		Brown Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
121505279-0116					
L-117		Black Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
121505279-0117					
L-118		Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0118					
L-119		Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0119					
L-120		Gray Non-Fibrous Homogeneous	40% Cellulose 40% Min. Wool	10% Perlite 10% Non-fibrous (Other)	None Detected
121505279-0120					
L-121		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0121					
L-122		White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0122					
L-123		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0123					
L-124		Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0124					
L-125		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0125					
L-126		Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0126					
L-127		Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0127					
L-128		Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
121505279-0128					



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Sample	Description	Appearance	<u>Non-Asbestos</u>		<u>Asbestos</u>
			% Fibrous	% Non-Fibrous	% Type

Analyst(s)

Bradley Orlowski (112)

Peter Donato (16)

Michelle Wilson

Michelle Wilson, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Phoenix, AZ NVLAP Lab Code 200811-0, AZ0937

Initial Report From: 11/11/2015 10:32:35

121505279

Chain Of Custody To:

- ☐ EMSL Analytical, Inc. at 200 Route 130 North, Cinnaminson, NJ 08077 Ph. 856-858-4800
- ☐ LA Testing 520 Mission St. ; S. Pasadena, CA 91030; Ph. 323-254-9960
- ☐ LA Testing 11652 Knott Avenue, Unit F5 Garden Grove, CA 92841 Ph. 714-828-4999
- ☒ EMSL Analytical, Inc. 3356 W. Catalina, Phoenix, AZ 85017 Ph: 602-276-4344

From: Masek Consulting Services, Inc. (customer number 32MASE50)
23478 Sandstone St. Mission Viejo, CA 92692
Phone: (949) 581-8503 • <http://www.masekconsulting.net>

EMSL's Federal Express Account 2148-0319-4

Project Name: L

Enclosed are 128 samples numbered L-1 to L128

First positive Stop on the following samples: N/A

☒ PLM ☐ TEM(AHERA / LEVEL II / bulk) ☐ Lead (1 ☒ wipe) ☐ Other: _____

Turnaround (from the day & hour the samples are received at the lab to the day and hour we receive the complete **final** report with **all** signatures): ☒ 3 Day ☐ 48 Hour ☐ 24 Hour ☐ 6 hour ☐ 3 hour

Only analyze the numbered materials listed on the sample bags. If a bag containing a sample of floor tile has just one sample number, analyze the tile only. If we want mastic analyzed, we will give it a sample number. If a bag contains drywall joint compound, analyze just that, unless we also give a sample number for texture, and/or drywall. The same goes for all other samples.

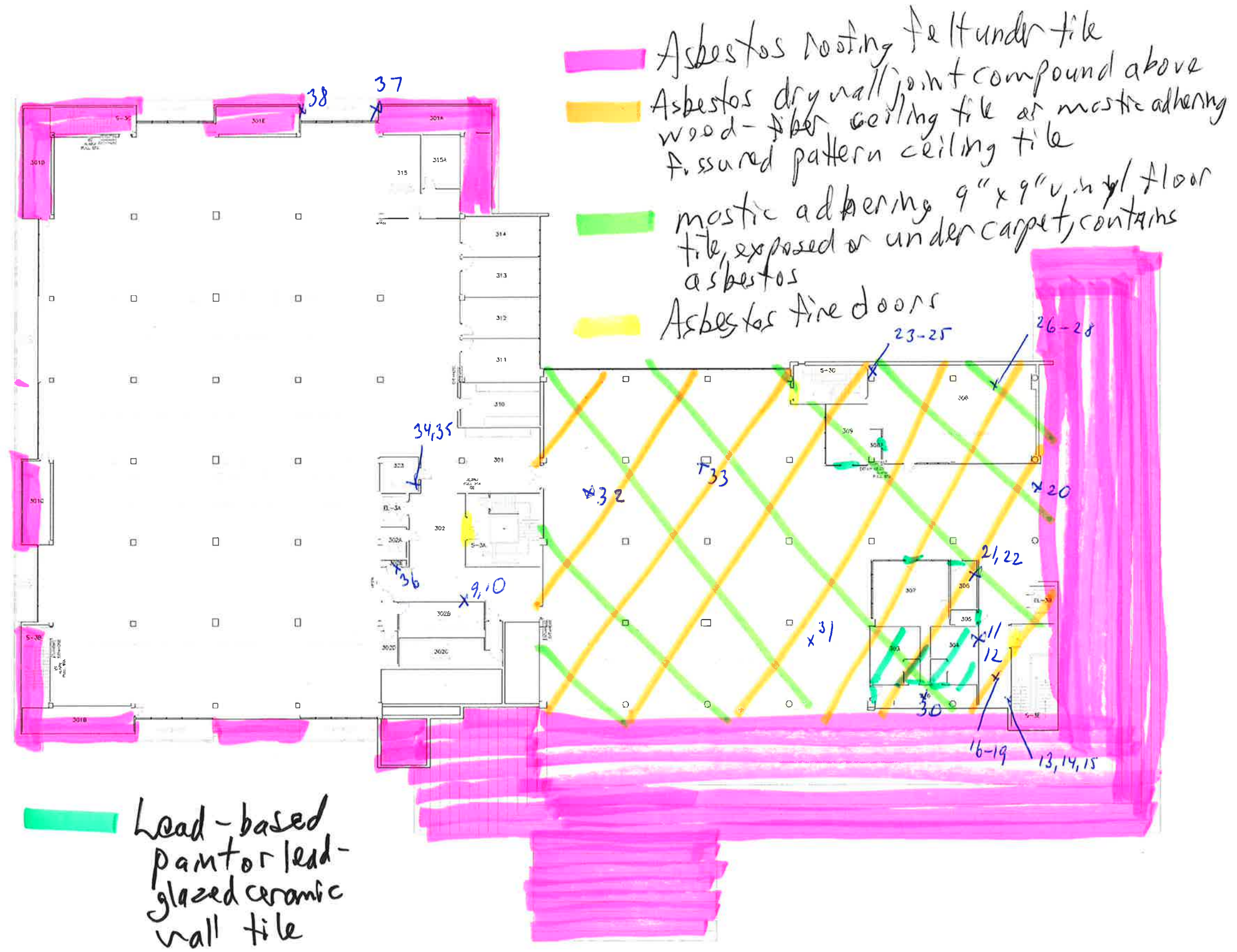
E-mail the results with the countersigned chain of custody to
stephenmasek@masekconsulting.net

Samples collected and relinquished by F. Stephen Masek:

Date: 11/4/15 Signature: F. Stephen Masek

Lab - Received:

Date: 11/6/15 Name: Veronica Lora Signature: [Signature]
10AM Fed up (800) 6680 0478



<https://humboldt.metabim.com/>

02/03/2015

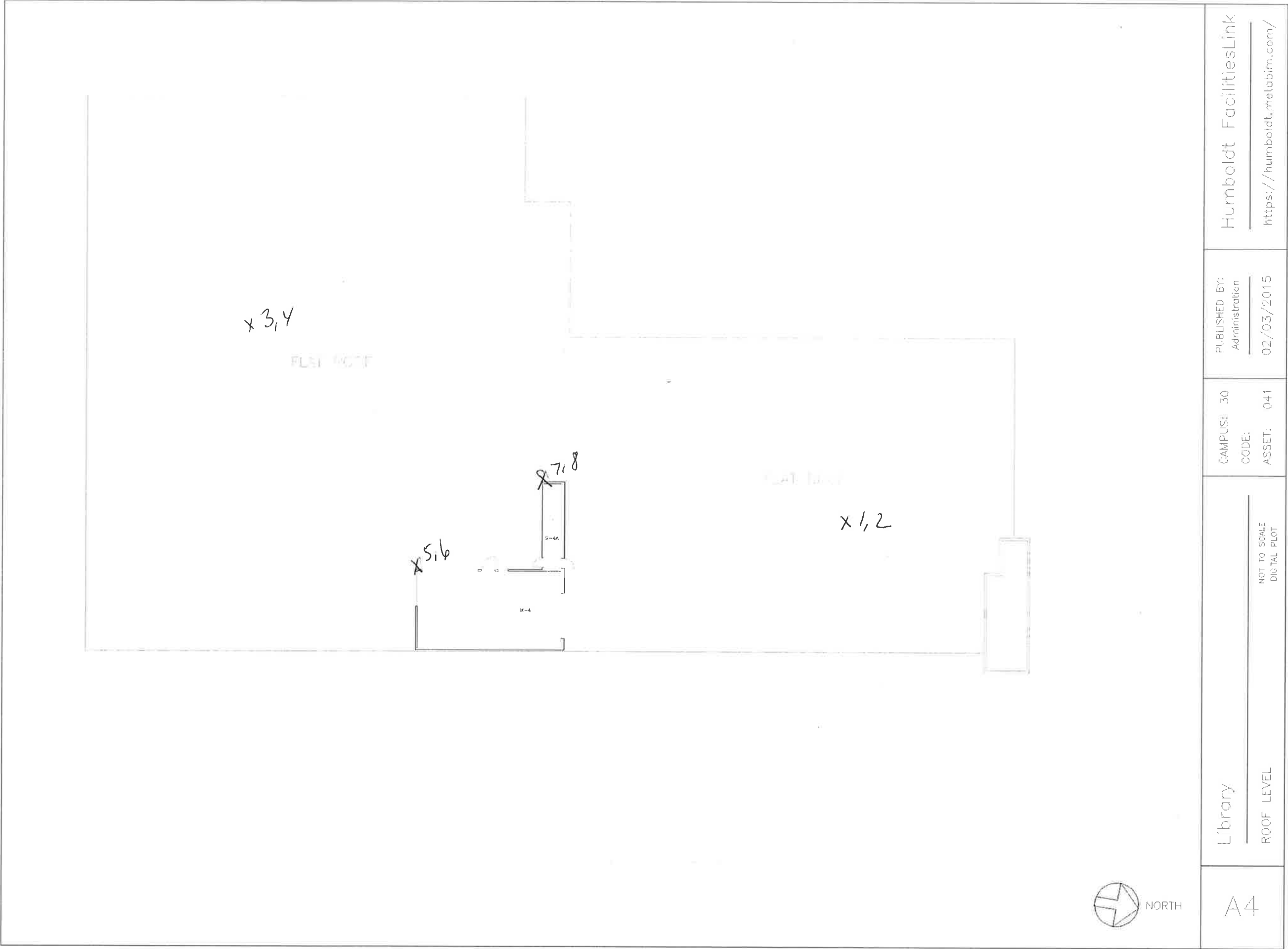
ASSET: 041

NOT TO SCALE
DIGITAL PLOT

THIRD FLOOR

A3





Humboldt FacilitiesLink
<https://humboldt.metabim.com/>

PUBLISHED BY:
Administration
02/03/2015

CAMPUS: 30
CODE:
ASSET: 041

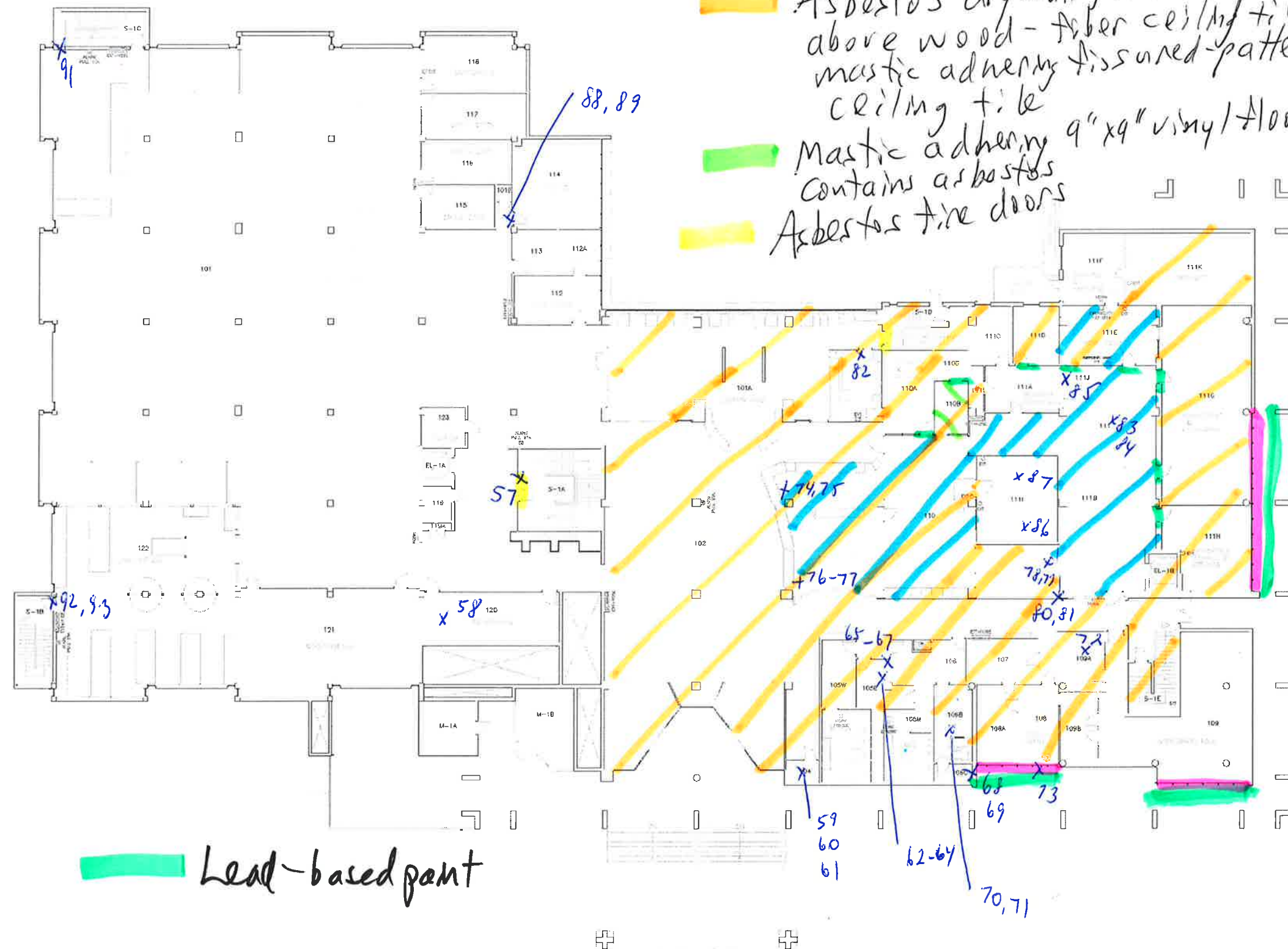
NOT TO SCALE
DIGITAL PLOT

Library
ROOF LEVEL

A4

Asbestos mastic under older
layer of vinyl floor tile

Asbestos-cement window panels
Asbestos dry wall joint compound
above wood-fiber ceiling tile or
mastic adhering fissured-pattern
ceiling tile
Mastic adhering 9"x9" vinyl floor tile
contains asbestos
Asbestos fire doors



Lead-based paint

Humboldt FacilitiesLink

<https://humboldt.metabim.com/>

PUBLISHED BY:
Administration

02/03/2015

CAMPUS: 30

CODE: 041

ASSET: 041

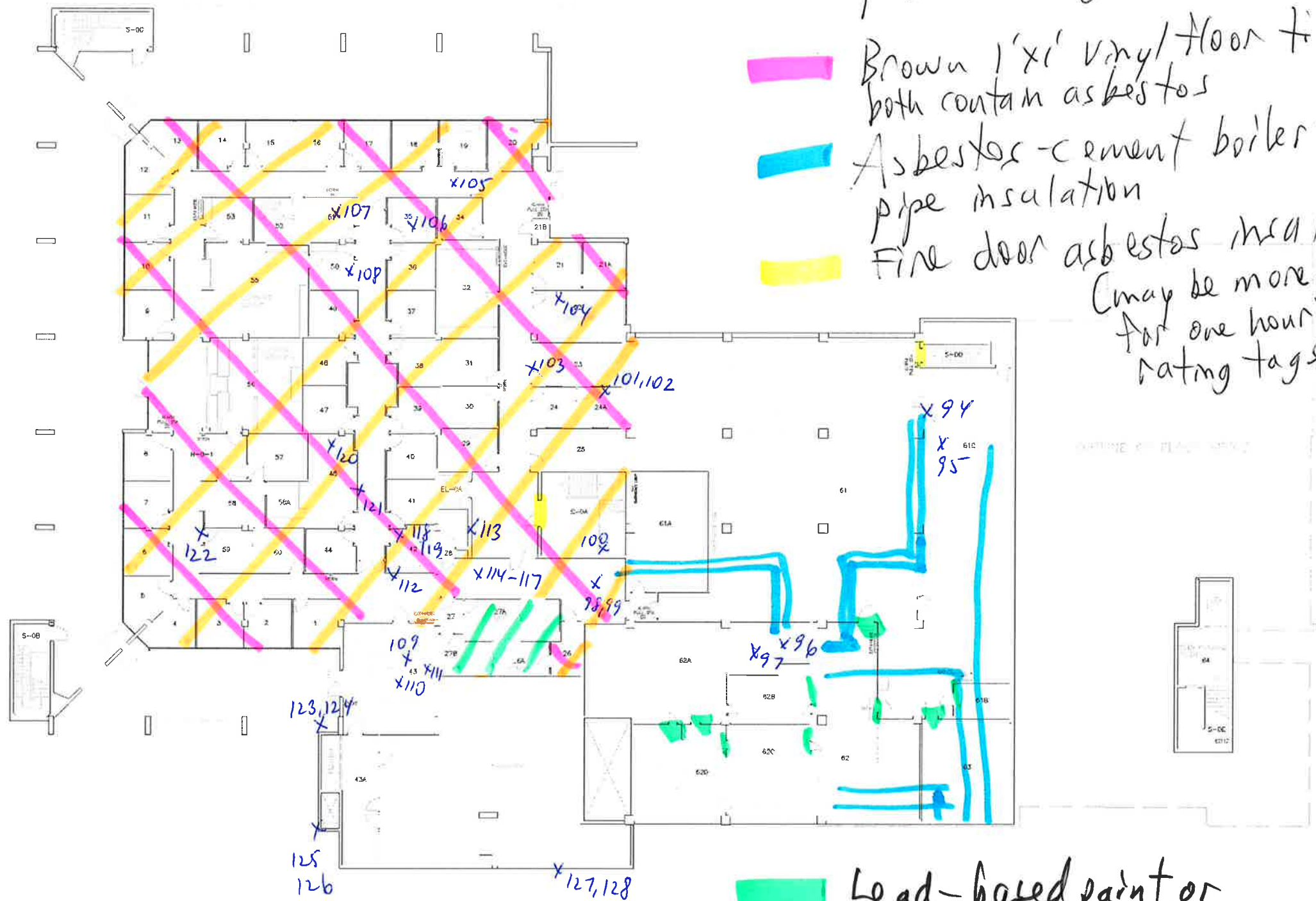
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NOT TO SCALE
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FIRST FLOOR

A1





- Asbestos mastic adhering to pattern ceiling tile
- Brown 1'x1' vinyl floor tile & mastic, both contain asbestos
- Asbestos-cement boiler floor, pipe insulation
- Fire door asbestos insulation (may be more, check for one hour or more rating tags)

Lead-based paint or ceramic wall tile

Humboldt FacilitiesLink
<https://humboldt.metabim.com/>

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Administration
02/03/2015

CAMPUS: 30
CODE: 041
ASSET: 041

NOT TO SCALE
DIGITAL PLOT

Library
BASEMENT

A0



LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation _____

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

☐ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☐ Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)]		City	County	Zip Code
Construction date (year) of structure	Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input type="checkbox"/> Other _____		Children living in structure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know	

Section 4 — Owner of Structure (if business/agency, list contact person)

Name		Telephone number	
Address [number, street, apartment (if applicable)]	City	State	Zip Code

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

☐ No lead-based paint detected
 ☐ Intact lead-based paint detected
 ☐ Deteriorated lead-based paint detected
☐ No lead hazards detected
☐ Lead-contaminated dust found
☐ Lead-contaminated soil found
☐ Other _____

Section 6 — Individual Conducting Lead Hazard Evaluation

Name		Telephone number	
Address [number, street, apartment (if applicable)]	City	State	Zip Code
CDPH certification number	Signature		Date

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
 Childhood Lead Poisoning Prevention Branch Reports
 850 Marina Bay Parkway, Building P, Third Floor
 Richmond, CA 94804-6403
 Fax: (510) 620-5656

MASEK CONSULTING SERVICES, INC.

23478 Sandstone St. • Mission Viejo, CA 92692

Phone (949) 581-8503 • <http://www.masekconsulting.net>

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Library Roof and Exterior Painting at Humboldt State University Abatement Specification

1.0 General Provisions

- 1.1 It is not the intent of these specifications to add burdensome requirements, *but the requirements of these specifications, not any lesser requirements of any particular regulation(s)*, shall apply to the work.
- 1.2 Contractor shall be responsible for compliance with **ALL** applicable laws and regulations, including, but not limited to:
- A) The US EPA Asbestos NESHAP (40 CFR Part 61 Subpart M) and South Coast Air Quality Management Rules 1403 and 222;
 - B) Federal Occupational Health and Safety Administration laws and regulations, such as those in 29CFR1926.1101 and 29CFR1926.62;
 - C) Titles 8 and 17 of the California Code of Regulations; and,
- 1.3 Contractor workers shall perform their work wearing proper personnel protective equipment, and Contractor shall have at the job site their exposure assessment data showing that the respiratory protection they are using is adequate for each of the tasks being performed. If they do not have proper exposure assessment data, they must follow the procedures in the applicable federal OSHA and California regulations to develop that data, and must start the work with their employees wearing full-face PAPR respirators. If they then provide data showing that half-face negative pressure respirators are sufficient, they may then down-grade to those respirators. Of course, each employee must have proper training and a current fit test for each type and brand of respirator they use, and a current medical examination showing their fitness to work wearing a negative pressure respirator.
- 1.4 The Asbestos & Lead Survey Report prepared by Masek Consulting Services, Inc. dated 11/13/2015 is included herein by reference.
- 1.5 Contractor shall carefully inspect the work site and the documents provided and determine to their satisfaction the quantities and locations of materials to be removed and the conditions which will

impact the work prior to submitting their bid. The rough estimates of quantities of materials and items within the survey reports and/or these specifications are included for convenience only. Contractor shall remove and dispose, as required by these specifications and by applicable laws and regulations, these specifications governing, all of the various types of materials indicated in these specifications in whatever quantity is actually present.

- 1.6 For clarity, the phrase “in compliance with all applicable laws and regulations” is not repeated through out these specifications, and Contractor shall not treat the absence of that phrase as an indication that non-compliant removal or disposal are permissible.
- 1.7 Contractor shall immediately notify Humboldt State University or their consultant of any issues which might delay or slow the work, and shall have procedures and plans in place to keep the work going in the event of events such as, but not limited to, equipment breakdowns or supervisor illness.
- 1.8 Contractor shall provide asbestos abatement supervisors who have at least five years prior abatement experience, and shall provide copies or originals of their latest refresher training certificate, as well as an outline / summary of their experience listing specific projects.
- 1.9 Contractor shall provide lead abatement supervisors who have at least five years prior abatement experience, and shall provide copies or originals of their latest refresher training certificate, as well as an outline / summary of their experience listing specific projects.
- 1.10 Contractor shall cooperate with Humboldt State University or their consultant in not allowing any Contractor personnel without copies of:
 - Training (initial or refresher);
 - Medical exam (showing that the requirements of the regulations for a proper and complete examination were met, not just a respiratory function test); and,
 - Fit test documents for the type of respirator to be worn less than one year old to perform abatement work.

No excuses will be accepted (e.g. “we will FAX it to your office,” “he has it in his car and will give it to you later,” “someone is bringing it from our office”).

Contractor may only allow personnel without un-expired copies or originals of all such documents at the work site to perform tasks outside of critical barriers which do not require training, such as organizing supplies and picking up and delivering equipment.

- 1.11 Contractor shall provide all abatement personnel and consultant personnel with good quality coveralls in a range of sizes to accommodate their workers and Humboldt State University or their consultant personnel , and shall only allow abatement personnel not

utilizing double coveralls to wear nylon swim suits under the coveralls. Contractor shall provide all personnel requiring additional protection with additional protective clothing / equipment (e.g. nylon leg covers or boots) to wear over their coveralls

- 1.12 Contractor shall construct view screens so that warning signs and their personnel in coveralls and wearing respirators are not visible to people walking past the project site, entering the building, or looking out of windows in the building. For the roof work, this will probably require scaffolding. The purpose of the view screens is to avoid alarming people and creating delays, confusion, and/or lawsuits. Scaffolding with work platforms even with the edges of the roof are also a safety measure, as the abatement workers will need to work all of the way to the edges of the sloped roofs.
- 1.13 Contractor shall not sample or analyze, or cause to be sampled and analyzed, any bulk samples of materials for asbestos, or perform or cause to be performed any testing of paint or ceramic tile for lead. In the unlikely event that a significant quantity of a previously hidden and previously un-tested material is encountered, Humboldt State University's consultant will sample it.
- 1.14 Contractor shall not haul any wastes before Humboldt State University or their consultant reviews and approves each and every waste transportation manifest, and shall provide copies of every such manifest for the Owner to be placed into their report.
- 1.15 Contractor shall require that all of their employees who enter the job site sign a form at the end of each work shift indicating that they either had no accidents or injuries, or detailing any accidents or injuries, and that copies of those forms shall be provided to Humboldt State University or their consultant at the end of each work shift (carbon copy or carbonless copy forms are recommended). Employees who fail to complete such a form will not be permitted to reenter the job site prior to completing the form for the prior shift.
- 1.16 Contractor shall use a free-standing three stage decontamination unit with a working **hot and cold** water shower, drain pump and filter assembly, adequate soap, and adequate towels, for all asbestos abatement work, as the tar paper (roofing felt) has a high asbestos content. No removal work shall start until the three stage decontamination unit is complete and fully functional.
- 1.17 Good communications and the ability to read and comprehend labels, material safety data sheets, and laws/regulations is vital to safe and timely completion of abatement projects. Contractor shall furnish at all times when preparation and abatement work is underway a supervisor on the job site who speaks, reads, and writes the English language fluently, and shall promptly replace any contractor which Humboldt State University or their consultant finds to be insufficiently fluent in written and spoken English.
- 1.18 In addition to the postings at the job site required by the laws and regulations, Contractor shall also post copies of their contractor's license and insurance certificate.
- 1.19 Contractor shall utilize GFCI-protected outlets for connection of any and all of their lights

and other single phase electrical equipment and to provide adequate provisions for connection of air monitoring pumps and other consulting equipment.

- 1.20 Contractor shall perform the personal air monitoring of the contractor's employees. Contractor shall submit all personal air monitoring to the analytical laboratory chosen by Contractor for "same day received" analysis by the PCM method, and shall post at the job site the results of each laboratory analysis, not more than two work days following the day the samples were collected.
- 1.21 Humboldt State University or their consultant will visually inspect each work area prior to the start of any actual asbestos and/or lead removal and Contractor shall not start work until given clearance to proceed.
- 1.22 Humboldt State University may retain a consultant to inspect (visually and/or wipe sample clearance testing) each work area after the completion of the asbestos and/or lead removal and Contractor shall not be finished with the work in any area until given clearance by that consultant. Clearance shall be issued verbally by the consultant, followed with a written clearance sent by E-mail or text message.
- 1.23 Contractor personnel shall promptly obey the project-related directives of Humboldt State University or their consultant. For anything other than gross violations of applicable laws and regulations, written first warnings will be issued (on paper, or transmitted by E-mail or other means). There shall be no second warnings. Contractor shall remove and promptly replace all personnel who do not promptly obey the project-related directives of Humboldt State University or their consultant.
- 1.24 Humboldt State University or their consultant shall have the right to refuse to allow Contractor to use or continue to use any equipment which Humboldt State University or their consultant feels is malfunctioning or in poor and/or unsafe condition. However, Contractor shall not rely upon Humboldt State University or their consultant to identify such equipment, and shall retain all responsibility for any illness or injury to their workers due to equipment and/or tools which is malfunctioning, unsafe, or in poor condition.
- 1.25 Contractor shall only use amended water, not plain water from garden hoses, to wet materials, and shall avoid over-wetting which would create contaminated run-off water.
- 1.26 The Contractor's on-site supervisor shall spend the majority of each work day at (and preferably inside) of the critical barriers supervising and working with the other members of the abatement crew.
- 1.27 Abatement workers and supervisors shall *decontaminate and come fully outside of the decontamination unit(s) to drink*. Adequate drinks (water, sports drink, Etc.) shall be provided by Contractor.
- 1.28 Contractor shall have a sufficient number of workers to complete the work safely and in a timely manner, and shall provide additional workers if instructed to do so by Humboldt State University or their consultant.

- 1.29 Contractor shall not allow abatement workers and supervisors to take cell phones and walkie-talkies past critical barriers.
- 1.30 If Humboldt State University or their consultant observes a continuing problem with lack of adequate wetting of materials, Humboldt State University or their consultant shall instruct the supervisor to assign one or more workers to doing nothing except keeping materials wet. If that occurs, Contractor shall still be responsible for meeting all deadlines. Humboldt State University or their consultant shall determine the adequacy of wetting. Generally, materials which have been removed and materials which are being removed must be kept damp until they are placed in the disposal container(s). Contractor is reminded that respirators are secondary protection in case engineering controls such as adequate wetting are not sufficient, not primary protection. Contractor's supervisor shall remind their workers on a daily basis of that fact as they sign-in.

2.0 Materials Which Contain Asbestos

- 2.1 Contractor shall remove and dispose of the roofing felt (tar paper) under the tile roofing after removing the tile roofing. Removal of the tile shall be done only after all of the critical barriers and other abatement supplies and equipment are in place, as it will involve disturbance of the asbestos-containing tar paper (roofing felt).
- 2.2 Contractor shall cooperate with Humboldt State University or their consultant in the performance of clearance inspection(s) and air monitoring. This includes providing adequate power for air sampling equipment and adequate light.
- 2.3 Contractor shall use bags or other disposal containers appropriate for the waste and debris placed into them. If normal asbestos waste bags are used, double bags must be utilized. Double wrapping in poly of long or odd shaped items shall be acceptable. Dumpster liners / bags, double-lined cubic yard boxes, and double-lined drums may be used. A sealed chute down to a sealed dumpster/bin may be used.

3.0 Lead-Based Paint

- 3.1 Contractor shall remove all loose and flaking lead-based paint and shall coordinate with the painters to leave surfaces suitable for the repainting work.
- 3.2 Contractor shall collect, package, transport, and remove offsite to an approved landfill all loose lead paint chips on the buildings and visible paint chips/flakes from the soil using HEPA vacuums and hand tools.
- 3.3 Contractor will be generating lead waste. Contractor shall collect accurate waste characterization samples *while Humboldt State or their consultant watches*, with proportions of the sampled materials roughly the same, by weight, as in the waste (e.g. if the waste, by weight, is 40% lead coated wood window components, 10% glass, 25% carpet, and 25% roofing, the characterization sample must be, by weight 40% lead coated wood window components, 10% glass, 25% carpet, and 25% roofing). The waste will be disposed as lead waste or construction debris, depending on the outcome of the laboratory analysis of the characterization samples.

Masek Consulting Services, Inc.

A handwritten signature in black ink that reads "F. Stephen Masek". The signature is fluid and cursive, with the first name "Stephen" being more prominent than the last name "Masek".

F. Stephen Masek
President

California Certified Asbestos Consultant #92-0822

California Certified Lead Inspector / Risk Assessor / Project Monitor #751

Indoor Air Quality Association member

Association of Environmental Professionals member

ASTM International member, Committees D-22 & E-50

E-Mail: stephenmasek@masekconsulting.net

Sample Forms

Form Name	Form Number
Contractor Prequalification / Public Solicitations / DVBE / SBE Web Instructions	N/A
List of Proposed Subcontractors	701.04
Certification (Bid)	702.03
Bidders Bond.....	702.09A
Noncollusion Declaration.....	701.05
Certification of Appropriate License and California Company	701.08
Bid Proposal Form Signature Page	701.06
Small Business Preference and Certification Request	701.09
DVBE Participation Forms	Various
List of Subcontractors – Additional Information	701.04A
Sample Agreement	J702.01
Sample Payment Bond	J702.09
Sample Performance Bond.....	J702.15
Sample Payee Data Record	STD. 204
Sample Prime Contractor's DVBE Subcontracting Report & Instructions.....	N/A

End of List

Forms Due at Time and Date of Bid Opening:

List of Proposed Subcontractors
 Certification (Bid)
 Bidders Bond
 Noncollusion Declaration
 Certification of Appropriate License and California Company
 Bid Proposal Form Signature Page
 Bid Proposal Form (Exhibit B)
 Small Business Preference and Certification Request (if applicable)

Forms Due Within 24 Hours After Bid Opening

DVBE Participation Forms
 List of Subcontractors – Additional Information



CONSTRUCTION MANAGEMENT

[Construction Management](#)

[Contract Documents](#)

[Contractor Prequalification / Bidding](#)

[CSU Construction Insurance Programs](#)

[Labor Compliance](#)

[DLSE Debarments](#)

[Policy/Reference Documents](#)

[Capital Outlay Management Plan](#)

[Sample Forms](#)

[CPDC Home](#)

Contractor Prequalification / Public Solicitations / DVBE / SBE

Contractor Prequalification

- [Prequalification Procedures](#)

The CSU Chancellor's Office Construction Management unit within the Department of Capital Planning, Design and Construction, manages the prequalification of bidders for construction projects on all 23 campuses. Prequalification of bidders is required:

1. for all projects with construction budgets exceeding the value of a minor capital outlay project*, or
2. when project bid documents specify that bidders must prequalify with the Trustees in order to bid the project.

For these projects, Contractors shall register and log in to [PlanetBids](#) to apply for prequalification. The online application must be submitted and received **not later than** 10 business days prior to bid opening, unless the project bid documents specify an earlier deadline.

- [Applicant Instructions](#)

* To obtain the current value, refer to note underneath the link to the [Contract General Conditions](#) for Design-Bid-Build Minor Projects.

[Joint Venture Bidders](#). If two or more contractors are bidding as a joint venture, then download the Affidavit of Joint Venture form below, and all parties shall execute the form, which, when fully executed, shall be submitted to the bidding office.

- [Affidavit of Joint Venture Form](#) (.pdf)

Public Solicitations

All 23 campuses of The California State University advertise all of their public works projects in the "[California State Contracts Register](#)" and in the "PlanetBids CSU Public Solicitation Portal". To access these web-based databases, click on the link below. First you will need to register on these sites, and once registered, you will be able to search for projects bidding.

- [PlanetBids CSU Public Solicitation Portal](#)

Disabled Veteran Business Enterprise Participation Attainment

The California State University requires that all contractors bidding on its public works projects attain a minimum of three percent Disabled Veteran Business Enterprise Participation. For more information, please review the Contract Documents for each project you may be interested in bidding.

Small Business Five Percent Bid Proposal Advantage

The California State University shall give a small business a proposal advantage of five percent, up to a maximum of \$50,000, to contracting firms that have been certified as a "Small Business" by the Office of Small Business & DVBE Services in the Procurement Division of the Department of General Services. The application of the five percent small business bidding preference is also extended to any non-small business that commits to subcontracting at least 25% of its contract price with one or more California-certified small businesses and/or microbusinesses. To receive this bid preference the small business/non-small business must satisfy the criteria contained in the Contract Documents for each project.

Content Contact:
[Teri Carr](#)
(562) 951-4114

Technical Contact:
[Web Services Support](#)

Bidder Name: _____
 Project No. PW17-6

LIST OF PROPOSED SUBCONTRACTORS

(to be submitted with bid)

Information/Instructions:

Pursuant to the provisions of Public Contract Code section 4100 *et seq.*, Bidder shall set forth:

- (a) the name, location of the place of business, the California Contractors State License Board-issued contractor license number, and the California Department of Industrial Relations (DIR) Public Works Registration number of each subcontractor who will perform work or labor or render service to prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the state of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of prime contractor's total bid;
- (b) the portion of the work (trade) which will be done by each such subcontractor under this act.

Bidder shall list only one subcontractor for each such portion as defined by Bidder in its bid. For each alternative, Bidder shall list any subcontractor not included in the base contract work subcontractor listing. All work in excess of one-half of one percent of this bid, for which no subcontractor is listed below, shall be performed by Bidder. Within 24 hours of bid opening, Bidder shall submit the List of Subcontractors—Additional Information form.

Non-small Business Bidders: Non-small business bidders, that claim the small business preference and commit to subcontract at least 25% of their total project bid price including awarded alternatives with one or more small businesses, shall list those small businesses and the dollar amount of their subcontracts hereon. See Calif. Code of Regulations, Title 2, section 1896 *et seq.*

DVBE Participation Requirement: Bidders are required to achieve 3% DVBE participation on this contract, and may qualify for the DVBE bid incentive if Bidder proposes sufficient additional DVBE participation in this contract. Trustees will calculate the Bidder's DVBE participation on the total project bid price, included awarded alternatives. Bidder shall list hereon the DVBEs participating in this bid and the dollar amount of participation by each DVBE. The total of the DVBE participation amounts hereon shall equal at least Bidder's proposed percentage of DVBE participation. For each alternative Bidder shall list any-DVBE participating in work to be performed on the alternative.

Substitution: Bidder shall not substitute any subcontractor listed below or permit any subcontractor to be assigned or transferred, or allow work to be performed by anyone other than the designated subcontractor, or sublet or subcontract any of the work in excess of one-half of one percent of this bid for which a subcontractor is not herein designated, except as otherwise provided in the Subletting and Subcontracting Fair Practices Act. Substitution of any small business subcontractor by a non-small business claiming the small business bid preference shall be done pursuant to Calif. Code of Regulations, Title 2, section 1896.10. DVBEs listed hereon may only be replaced by another DVBE, and the substitution of the DVBE must be approved by the Trustees and the Department of General Services.

Portion of Work (Trade/ Supplier, if DVBE)	Specify Work as Base Bid (B) or Alternate (#)	Company Name and Address	CA CSLB-Issued Contractor License No.	Small Business (Indicate \$)	DVBE (Indicate \$)
			CA DIR Public Works Registration No.		
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Project No. PW17-6

(to be submitted with bid; see page 1 for information and instructions)

[illegible]



CERTIFICATION

IFB No. PW17-6
Project No. Various

Instructions:

ALL BIDS AND CONTRACTS MUST BE SIGNED BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.

Provide the information requested below, including the type of organization for your firm, such as partnership, limited partnership, corporation, limited liability company, etc., and attach to this form a true and accurate copy of the firm's official record adopted by the firm's executives/board that authorizes certain of the firm's officers or employees to bind the firm. An example of such official record would be a corporate resolution duly adopted by a Board of Directors for a Corporation.

This is to certify that

- 1) I am _____
Name and Title of Authorized Signatory (such as John Smith, President)
- 2) of _____; and
Name of Firm
- 3) the attached official record, which lists only the officers or employees of our firm who are authorized to bind the firm, is a true and accurate copy as duly adopted by the Executives/Board of the firm on _____.
Date

Signature

Date

Firm's Type of Organization (see instructions above)

IMPORTANT NOTE

(If your firm is a sole proprietorship, you need not complete this form. For all other types of firms, be sure to attach to this certification a copy of firm's official record authorizing officers or employees of the firm to execute Contract Documents or to execute a bid submittal. If attaching more than one document, modify the form to reflect that fact.)



BIDDERS BOND

Counterpart No. 1
Project No. PW17-6

Know All Persons by These Presents:

THAT WE

as Principal, and

as Surety, are held and firmly bound unto the Trustees of the California State University hereinafter called the Trustees, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the said Trustees for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

IN NO CASE shall the liability of the Surety hereunder exceed the sum of **10% of Bid**.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned bid to the Trustees for certain construction specifically described as follows, for which bids

are to be opened at _____

on _____ at _____ for contract _____

Project Description

(Exact description of work and location as given in the proposal)

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and, within the time and manner required under the specifications, after the prescribed forms are presented to the principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the Trustees, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void, otherwise, it shall be and remain in full force and virtue.

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

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

CONTRACTOR

Contractor Name: _____

AS

PRINCIPAL

Contractor Address: _____ (SEAL)

By: _____

SURETY

Surety Name: _____

Surety Address: _____ (SEAL)

By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.



**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR:**

Project No. PW17-6

Project Name Library & Theater Arts Seismic Retrofit

The undersigned declares:

I am the _____ of _____, the party making the forgoing bid.
Title Company

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____
 at _____, _____.
City State

 Printed Name

 Signature



CERTIFICATION OF APPROPRIATE LICENSE, DIR PUBLIC WORKS REGISTRATION, AND CALIFORNIA COMPANY

(Public Contract Code, Chapter 6100 *et seq.*)

Project No.: PW17-6 Project Name: Library & Theater Arts Seismic Retrofit

The undersigned bidder declares:

- 1) That the attached pocket license or certificate of licensure is the Contractor's, is current and valid, and is in a classification appropriate to the work to be undertaken on the above-referenced project for which bidder is submitting a bid, per Public Contract Code Section 6100(b). Attach a copy of the pocket license issued from Contractor's State License Board.
- 2) That the Contractor is currently registered to bid public works projects with the Department of Industrial Relations (DIR), and shall maintain this registration current through the duration of this project. Attach documentation of the registration number issued by the DIR.
- 3) The bidder qualifies as a "California Company" per Public Contract Code Section 6107. Check one of the following statements that applies to the bidder:
 - ☐ Bidder has its principal place of business in California.
 - ☐ Bidder has its principal place of business in a state in which there is no local contractor preference on construction contracts.
 - ☐ Bidder has its principal place of business in a state in which there is a local contractor construction preference, and bidder has paid not less than five thousand dollars (\$5,000) in sales or use taxes to California for construction related activity for each of the five years immediately preceding the submission of this bid.

If bidder does not qualify as a California company (and has not checked one of the statements under item 3 above), please complete the following information:

State in which Bidder has its principal place of business

Amount of the local contractor construction preference offered

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this _____ day of _____, 201_____, at _____, California.

Signature of Bidder or officer of Bidder authorized to
execute contracts

Print or type name of person signing

Print or type name of business entity

Address



BID PROPOSAL FORM SIGNATURE PAGE

Date	Project Name PW17-6, Library & Theater Arts Seismic Retrofit
Name of Bidder's Firm ¹	

ALL BIDS AND CONTRACTS MUST BE SIGNED BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM. The undersigned Bidder, as authorized by its firm, hereby submits this bid pursuant to the contract documents. If Bidder is:

A. An Individual Proprietorship:

(Postal Address of Firm)	(License Number)
(Signature, Printed Name of Person Signing)	(Phone Number)

B. A Partnership: (check one) ☐ Partnership ☐ Limited Partnership ☐ Other (specify type) _____

(Postal Address of Principal Office of Partnership)	(License Number)
(Signature, Printed Name and Title of Authorized Person(s) Signing) ³	(Phone Number)

C. A Corporation/LLC/Other: (check one) ☐ Corporation ☐ Ltd. Liability Co. ☐ Other (specify type) _____

(State of Incorporation/Organization)	(Phone Number)	(License Number)
(Postal Address of Principal Office of Corporation/Organization)		
(Signature, Printed Name and Title of Authorized Person(s) Signing) ³		

D. A Joint Venture:

(Name of Joint Venture)	(License Number, if known) ⁴
-------------------------	---

An Affidavit of Joint Venture form must be filed five days prior to bid opening and each member of the joint venture must be prequalified one day prior to bid opening as provided in Article 2.02 of the Contract General Conditions. Each member of the joint venture shall fill in the information below corresponding to the member's type of business organization. If the joint venture has more than one of the same types of business organizations, additional copies of this page containing the required information and signatures shall be added and attached to this proposal form. Any such attachments are a part of this proposal form.

First Member of the Joint Venture		Second Member of the Joint Venture	
(Name and Type of Firm) ¹	(License No.)	(Name and Type of Firm) ¹	(License No.)
(Postal Address of Principal Office of Firm)	(State of Organization)	(Postal Address of Principal Office of Firm)	(State of Organization)
(Signature and Printed Name of Authorized Person(s) Signing) ³		(Signature and Printed Name of Authorized Person(s) Signing) ³	
(Title of Person Who Signs Above) ²	(Phone Number)	(Title of Person Who Signs Above) ²	(Phone Number)

Notes:

- ¹ Name of firm must be the same as appears on state contractor's license and on the CSU prequalification letter.
- ² If signature is by an agent, other than by an authorized signatory of a corporation or a partnership, a power of attorney must be on file with the Trustees before bid opening or be submitted with this bid.
- ³ For the following types of firm, a certified copy of the official record/documentation as indicated below authorizing signatory to bind this bid/contract must be submitted with the Trustees-prescribed Certification form 702.03:
 - Partnership: partnership agreement or power of attorney.
 - Limited Partnership: certificate of limited partnership as filed by the CA Secretary of State.
 - Corporation: corporate resolution of board action.
 - Limited Liability Company: Articles of Organization, filed by the CA Secretary of State.
 - Other Type of Organization: identify type of firm above; provide firm's official record or documentation authorizing signatory to bind this bid/contract.
- ⁴ The Joint Venture must have the required license in place at time of award of contract, and if awarded the contract, must return with the contract a resolution authorizing someone to sign contracts, change orders, and other documents for the joint venture.

SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

(Bidders requesting a 5% Small Business Preference must sign below and enclose this form with their bid/proposal.

If your firm is not claiming the small business preference, **do not submit this form with your bid/proposal.**)

Project No. PW17-6 Project Name Library & Theater Arts Seismic Retrofit

The undersigned hereby requests the small business preference and further certifies under penalty of perjury, that the firm still meets the requirements of the California Code of Regulations, Title 2 section 1896 *et seq.*

NOTICE TO ALL BIDDERS: The California Government Code, section 14835 *et seq.* requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in California Code of Regulations, Title 2 section 1896, *et seq.* A copy of the regulations is available upon request.

If your firm is a Small Business and wishes to claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the Small Business & DVBE Services Branch, in the Procurement Division of the State of California Department of General Services, by 5:00 p.m. on the date bids are opened, and be verified by such office. **Please indicate by checking the box below whether your firm is claiming the preference and is a Small Business.**

☐ Small Business

OR

If your firm is a Non-Small Business and wishes to claim the small business preference, your firm must notify the Trustees by signing below, that your firm commits to subcontract at least 25% of its net bid price with one or more small businesses, submit a timely responsive bid, list the small business subcontractors and include name, address, phone number, portion of the work to be performed, and the dollar amount and percentage per subcontractor, and be determined a responsible bidder. **Please indicate by checking the box below whether your firm is claiming the preference and is a Non-Small Business.**

☐ Non-Small Business

Questions regarding the preference approval process should be directed to Small Business & DVBE Services, telephone (800) 559-5529 or (916) 375-4940, address: 707 Third Street, First Floor-Room 400, West Sacramento, CA 95605, or if by mail: P.O. Box 989052, West Sacramento, CA 95798-9052. You can also reach them via email (osdchelp@dgs.ca.gov) or on the Internet: www.pd.dgs.ca.gov/smbus.

IMPORTANT NOTICE (Read before signing)

The "Small Business Preference and Certification Request" **must be signed** in the same name style in which the bidder is licensed by the Contractors State License Board. Bidders bidding jointly or as a combination of several business organizations are specially cautioned that such bidders must be jointly licensed and approved in the same form and style in which the bid is executed.

Legal Name Style of Bidder(s): _____

Signature of Bidder: _____ Date _____

In the event the bidder has received assistance in obtaining bonding for this project, it shall set forth below the name and nature of the firm providing such assistance. Should the firm be listed as a subcontractor, bidder shall set forth the percentage of the contract to be performed by the subcontractor.

Name of Firm: _____ Is Firm a Listed Subcontractor? ☐ YES-Percentage _____ ☐ NO

Special attention is directed to California Code of Regulations, Title 2 section 1896.16 for penalties for furnishing incorrect supporting information in obtaining preference.



DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

DVBE TRANSMITTAL FORM

The DVBE Transmittal Form is to be attached and used as a cover sheet for the required DVBE documentation that must be submitted within 24 hours following the bid opening.

Campus: _____

Project Name: _____

Project Number: _____

Bid Date: _____

Name of Contractor Submitting Bid: _____

Please check off the following to insure you have included them in your documentation:

_____ Attachment 1: Summary of DVBE Participation

_____ Attachment 2: Bidder's Certification of DVBE Status of Subcontractors and Suppliers

_____ Disabled Veteran Business Enterprise Declarations, Form STD. 843

_____ Attachment of Any Additional Supporting Documentation

OFFICIAL CSU USE ONLY

Did Contractor meet 3% DVBE requirement? ☐ Yes ☐ No

DVBE Bid Incentive (attach abstract of bids)

Amount of DVBE Bid Incentive granted: _____%

Amount of DVBE Participation pledged: _____%

Signed: _____
DVBE Program Advocate Date

SUMMARY OF DISABLED VETERAN-OWNED BUSINESS PARTICIPATION

[illegible]

Executed on: _____, at _____ in the state of _____.

()
Telephone

BIDDER'S CERTIFICATION**DISABLED VETERAN BUSINESS ENTERPRISE
STATUS OF SUBCONTRACTORS AND SUPPLIERS**

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein and, to the best of my knowledge and belief, each firm set forth in this bid as a disabled veteran business enterprise complies with the relevant definition set forth in law. In making this certification, I am aware of Section 12650 *et seq.* of the Government Code providing for the imposition of treble damages for making false claims against the State, Section 10115.10 of the Public Contract Code making it a crime to intentionally make an untrue statement in this certificate, and the provisions of the Military and Veterans Code, Section 999.9.

Date

Signature of Authorized Agent

Title

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE:

DVBE Ref. Number:

Description (materials/supplies/services/equipment proposed):

Solicitation/Contract Number:

SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/ Manager)

(Date Signed)

(Printed Name of DV Owner/Manager)

(Signature of DV Owner/Manager)

(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent:

(If more than one firm, list on extra sheets.)

(Print or Type Name)

Firm/Principal Phone:

Address:

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name)

(Signature)

(Date Signed)

(Address of Owner)

(Telephone)

(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager)

(Signature of DV Manager)

(Date Signed)

Bidder Name: _____

Project No. PW17-6

LIST OF SUBCONTRACTORS—ADDITIONAL INFORMATION

(to be submitted within 24 hours after bid opening)
Information/Instructions:

Pursuant to the provisions of the Subletting and Fair Practices Act, Public Contract Code section 4100 *et seq.*, and in accordance with the Contract General Conditions, Article 2.06-b, this form shall contain the information for all subcontractors listed on the List of Proposed Subcontractors submitted with the bid. No listed subcontractor shall be added or deleted by use of this form. Bidder shall verify all listed subcontractors' licenses with the Contractors State License Board and DIR Public Works Registration numbers.

In the 'Subsidiary of Bidder' column, indicate whether the subcontractor is a subsidiary or is owned or partially owned by the Bidder (share profits), by checking appropriate response ('Y' for 'Yes' or 'N' for 'No'). In the 'Insurance' column, indicate whether the subcontractor will carry its own insurance, or whether the subcontractors without individual insurance policies are insured by the Bidder. If the subcontractor will carry its own insurance, check 'S' in the insurance column; if not, check 'B' which will indicate that the subcontractors without individual insurance policies are insured by the Bidder.

If Bidder is a non-small business and has received the small business bid preference, it shall list those small business subcontractors hereon, and indicate that the subcontractor is a small business and provide the dollar amount and percentage of bid (including awarded alternatives) for each small business subcontractor's portion of the bid (trade).

Bidders are required to achieve 3% DVBE participation on this contract, and shall list hereon the dollar amount and percentage of bid for DVBE participation by each listed DVBE, and the total of these amounts shall equal at least 3% of the total project bid price, including awarded alternatives. For each alternative Bidder shall list any subcontractor not included in the base contract work subcontractor listing and the dollar amount and percentage of DVBE participation by each subcontractor listed for work to be performed on the alternative. If the Trustees granted Bidder the DVBE bid incentive, then the total amount of DVBE participation shall exceed the required 3% by the incentive percentage of the total project bid price, including awarded alternatives.

Bidder (Contractor) will be required to submit a Subcontractor Directory, per Article 2.06-b, to demonstrate compliance with the Subcontracting Fair Practices Act.

Portion of Work (Trade/ Supplier, if DVBE)	Specify Base Bid (B) or Alt (#)	Company's Full Name and Address	Verified CA CSLB- Issued Contractor License No.	Subsidiary of Bidder		Insurance (Check One)		Dollar and % Amount of Bid	
			Verified DIR Public Works Registr. No.	Y	N	S	B	Small Business	DVBE
								\$	\$
								%	%
								\$	\$
								%	%
								\$	\$
								%	%
								\$	\$
								%	%
								\$	\$
								%	%

Bidder Name: _____

Project No. PW17-6**LIST OF SUBCONTRACTORS—ADDITIONAL INFORMATION (cont'd)***(to be submitted within 24 hours after bid opening; see page 1 for information and instructions)*

Portion of Work (Trade/ Supplier, if DVBE)	Specify Base Bid (B) or Alt (#)	Company's Full Name and Address	Verified CA CSLB- Issued Contractor License No.	Subsidiary of Bidder		Insurance (Check One)		Dollar and % Amount of Bid	
			Verified DIR Public Works Registr. No.	Y	N	S	B	Small Business	DVBE
								\$	\$
								%	%
								\$	\$
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AGREEMENT

CSU Vendor ID No. <insert #>Contract No. <insert #>

THIS AGREEMENT, made on April 19, 2018, BY AND BETWEEN the State of California, acting through the Board of Trustees of the California State University, on behalf of {insert Campus Name}, hereinafter designated the Trustees, and

Contractor

Address
City, ST Zip
Phone No.; Fax No.

hereinafter designated the Contractor.

WITNESSETH

1. That the Contractor, in consideration of the covenants and agreements herein contained on the part of the Trustees, covenants, promises and agrees with the Trustees, at his, her, its or their own proper cost and expense, to furnish all labor, materials, and equipment, and to perform all Work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Trustees, the

<Insert Project Name and Project Number>

<Insert Campus Name>

in accordance with the Contract Documents (as defined in the Contract General Conditions, Article 1, Definitions) as approved by and on file with the Trustees and are made a part of this agreement by this reference. The Contractor agrees to receive and accept the sum of:

One Hundred Twenty-Three Million, Four Hundred Fifty-Six Thousand, Seven Hundred Eighty-Nine Dollars
(\$123,456,789.00)*

as full compensation therefor, and also, unless expressly excepted in the Contract Documents, as full compensation for the following: all loss or damage, arising out of the nature of the Work, or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the Trustees and for all risks of every description connected with the Work, and for all expenses incurred by or in consequence of the suspension or discontinuance of Work, and for well and faithful completion of the Work in the manner and according to the Contract Documents and the requirements of the Trustees under them. Payment will be made in accordance with the Contract General Conditions, Article 8, Payment and Completion.

2. That the Contractor, in accordance with its Bid Proposal documents, agrees to subcontract <insert %> of the final Contract amount (including all alternatives, allowances and change orders) to Disabled Veteran Business Enterprises (DVBE).

3. That the Trustees hereby promise and agree with the Contractor to employ, and do hereby employ, the Contractor to provide the materials and do the Work according to the terms and conditions herein contained and referred to, for the price aforesaid, and hereby agree to pay the same at the time, in the manner and upon the conditions set forth herein, and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. That the Trustees will fix the starting date of the Contract and issue a Notice to Proceed after the date of approval of the Contract by the Office of General Counsel, California State University. The Contractor shall fully complete all the Work of the Contract, in first class working order and ready for acceptance by the Trustees, on or before the expiration of <insert #> calendar days from the starting time so fixed. The Contractor will pay to the Trustees the sum of **Five Thousand Five Hundred Dollars (\$5,500.00)** for each day completion is delayed beyond the time prescribed, in accordance with the Contract General Conditions, Article 7.02, Delay in Completion—Liquidated Damages.

5. That if there is a conflict between the terms of the Proposal Form and the other Contract Documents, the other Contract Documents shall control, and nothing contained herein shall be considered as an acceptance of any terms of the Proposal Form in conflict herewith.

*Basis of award includes Base Bid (\$123,156,789.00) plus Additive Alternative No. 1 (\$100,000.00) and Additive Alternative No. 2 (\$200,000.00) for a total Contract amount of \$123,456,789.00.

Construction Mgmt.
702.01 • 4/18

Contract No. <insert>Project No. <insert>

6. a. That contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the Board.

b. That contractors and subcontractors of all tiers, by law, are required to register with the Department of Industrial Relations to bid and contract for public works projects.

7. That any notice to the Trustees may be served effectually upon the Trustees by mailing or delivering it in writing, addressed to the Trustees of the California State University, attention of the official executing this Agreement for the Trustees, at <insert campus name and full address>.

8. That this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

IN WITNESS WHEREOF, the parties to these presents have hereto set their hands the year and date first above written.

CONTRACTOR

(State full legal name of business entity; check appropriate box below.).

☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Limited Liability Co. ☐ Other (specify) _____

Contractor's License No.

Contractor's DIR Public Works Registration No.

By: _____

Name, Title

Date

TRUSTEES

Approved as to Scope:

By: _____
Name, Title
Department
Date

By: _____
Name, University Facility Planner
Date

By: _____
Name, Title
Date

UNIVERSITY ACCOUNTING FUNDING CERTIFICATION

Approved as to Funds:

Appropriation/Fund/Item: <insert>

PS Chart Field String: <insert>

Amount of Agreement: \$<copy amount from p. 1>

By: _____
Name, University Budget Officer
Date

I hereby certify that I have examined the written contract and find the same to be in accordance with the requirements of the California State University Contract Law.

G. ANDREW JONES
GENERAL COUNSEL

By: _____
Name, University Counsel
Date



PAYMENT BOND

Contract No. <insert #>

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to

Contractor
Address
City, ST Zip

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Project Number: <insert Project Number>
 Project Name: <insert Project Name>
 Campus: <insert Campus Name>

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, and other persons, as provided by law:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the amount required by law, in the sum of:

<copy agreement amount from p.1 of Agreement>

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the Contractor, his, her, or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons referred to in Civil Code section 9100 or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, that the Surety or Sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought on this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons referred to in Civil Code section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. Any such right of action shall be subject to the provisions of Civil Code sections 8608 and 9566.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 201__

CONTRACTOR

Contractor Name: _____

AS

PRINCIPAL

Contractor Address: _____ (SEAL)

By: _____

SURETY

Surety Name: _____

Surety Address: _____ (SEAL)

By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.



PERFORMANCE BOND

Contract No. <insert #>

Know All Persons by These Presents:

THAT WHEREAS, the State of California acting by and through the Trustees of the California State University, hereinafter called the Trustees, has awarded to

Contractor
Address
City, ST Zip

as Principal, hereinafter designated as the "Contractor," a Contract for the Work described as follows:

Project Number: <insert Project Number>
Project Name: <insert Project Name>
Campus: <insert Campus Name>

AND WHEREAS, the Contractor is required to furnish a bond in connection with said Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the State of California through the said Trustees in the sum of:

<copy agreement amount from p.1 of Agreement>

to be paid to the said Trustees, State or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if the above bounden Contractor, his, her, 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 foregoing contract and any alteration thereof made as therein provided, on his, her, its or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 201____

CONTRACTOR
AS
PRINCIPAL

Contractor Name: _____

Contractor Address: _____ (SEAL)

By: _____

SURETY

Surety Name: _____

Surety Address: _____ (SEAL)

By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.



CERTIFICATION

Contract No. <insert #>Project No. <insert #>

Instructions:

ALL BIDS AND CONTRACTS MUST BE SIGNED BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.

Provide the information requested below, including the type of organization for your firm, such as partnership, limited partnership, corporation, limited liability company, etc., and attach to this form a true and accurate copy of the firm's official record adopted by the firm's executives/board that authorizes certain of the firm's officers or employees to bind the firm. An example of such official record would be a corporate resolution duly adopted by a Board of Directors for a Corporation.

This is to certify that

- 1) I am _____
Name and Title of Authorized Signatory (such as John Smith, President)
- 2) of _____; and
Name of Firm
- 3) the attached official record, which lists only the officers or employees of our firm who are authorized to bind the firm, is a true and accurate copy as duly adopted by the Executives/Board of the firm on _____.
Date

Signature

Date

Firm's Type of Organization (see instructions above)

IMPORTANT NOTE

(If your firm is a sole proprietorship, you need not complete this form. For all other types of firms, be sure to attach to this certification a copy of firm's official record authorizing officers or employees of the firm to execute Contract Documents or to execute a bid submittal. If attaching more than one document, modify the form to reflect that fact.)

STD. 204 (Rev. 6-2003)

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.																						
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print) <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td><td>E-MAIL ADDRESS</td></tr><tr><td>MAILING ADDRESS</td><td>BUSINESS ADDRESS</td></tr><tr><td>CITY, STATE, ZIP CODE</td><td>CITY, STATE, ZIP CODE</td></tr></table>			SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE														
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CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE																						
3 PAYEE ENTITY TYPE CHECK ONE BOX ONLY	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <table border="1" style="display: inline-table; width: 150px; height: 20px;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST</div><div>CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS</div></div> <div><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <table border="1" style="display: inline-table; width: 150px; height: 20px;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table> <small>(SSN required by authority of California Revenue and Tax Code Section 18646)</small></div>																						NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
4 PAYEE RESIDENCY STATUS	<div><input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.</div> <div><input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> No services performed in California.</div><div><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</div></div></div> <div>Certification: My business is certified by the State of California's Office of Small Business Certification and Resources (OSBCR) as:<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Disabled Veteran Owned Business (51% ownership and 10% service-related disability)</div><div>Cert # _____</div></div><div><input type="checkbox"/> Small Business Cert # _____</div></div>																						
5 TERMS	TERMS: HSU standard terms are Net 30 unless payment discount offered. <table border="0" style="width: 100%;"><tr><td style="width: 50%;">Payment Terms: <table border="1" style="width: 150px; height: 20px;"></table></td><td style="width: 50%;">FOB: <input type="checkbox"/> Destination <input type="checkbox"/> Ship Point</td></tr><tr><td>Type of credit cards accepted: <table border="1" style="width: 150px; height: 20px;"></table></td><td>Fee charged: <input type="checkbox"/> No <table border="1" style="width: 50px; height: 20px;"></table> Yes (indicate percent)</td></tr><tr><td>Ship Method: <table border="1" style="width: 150px; height: 20px;"></table></td><td>Freight Terms: <input type="checkbox"/> Prepaid and Add <input type="checkbox"/> Prepaid and Allowed</td></tr><tr><td>Contractor's License Number: <table border="1" style="width: 150px; height: 20px;"></table></td><td></td></tr></table>			Payment Terms: <table border="1" style="width: 150px; height: 20px;"></table>	FOB: <input type="checkbox"/> Destination <input type="checkbox"/> Ship Point	Type of credit cards accepted: <table border="1" style="width: 150px; height: 20px;"></table>	Fee charged: <input type="checkbox"/> No <table border="1" style="width: 50px; height: 20px;"></table> Yes (indicate percent)	Ship Method: <table border="1" style="width: 150px; height: 20px;"></table>	Freight Terms: <input type="checkbox"/> Prepaid and Add <input type="checkbox"/> Prepaid and Allowed	Contractor's License Number: <table border="1" style="width: 150px; height: 20px;"></table>													
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Ship Method: <table border="1" style="width: 150px; height: 20px;"></table>	Freight Terms: <input type="checkbox"/> Prepaid and Add <input type="checkbox"/> Prepaid and Allowed																						
Contractor's License Number: <table border="1" style="width: 150px; height: 20px;"></table>																							
6	<div>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</div> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td><td>TITLE</td></tr><tr><td>SIGNATURE</td><td>DATE</td></tr><tr><td></td><td>TELEPHONE</td></tr></table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE														
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE																						
SIGNATURE	DATE																						
	TELEPHONE																						
7	Please return completed form to: <div>Department/Office: <u>Humboldt State University</u></div> <div>Unit/Section: <u>Contracts, Procurement & Risk Management</u></div> <div>Mailing Address: <u>1 Harpst Street</u></div> <div>City/State/Zip: <u>Arcata, CA 95521</u></div> <div>Telephone: <u>(707) 826-3307</u> Fax: <u>(707) 826-3312</u></div> <div>E-mail Address: <u>A.Gail.Dungan@humboldt.edu</u></div>																						

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table> <p>Certification: If applicable, please include the Certification Number associated with the type of business.</p>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the payment terms as well as shipping information.</p>								
6	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
7	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

Prime Contractor's Form Completion Instructions (Page 1 Only)

GENERAL INFORMATION: Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractor's that had a Disabled Veteran Business Enterprise (DVBE) firm preform an element of work for a contract to report DVBE information.

Prime Contractors are required to maintain records supporting the information submitted on this form and that all payments to DVBE subcontractor(s) were made.

INCLUDE

- **ONLY ONE contract per Report**
- **All DVBE firms that performed an element of work for this contract regardless of tier.**

HEADER

Contract Number: Enter the Contract Number

Prime Contractor: Enter the Prime Contractor's name as shown on the contract

FEIN Number: Enter only the **last four digits** of the Federal Employer Identification Number (FEIN) or the Social Security Number (SSN).

Phone Number: Enter the phone number (with area code) of the Prime Contractor

Address: Enter the address of the Prime Contractor

Department: Enter the state department/entity name.

Date Contract Completed: Enter the date contracted work was completed.

Date Final Payment Received: Enter the date the **final** payment for work performed was received by the Prime Contractor

Contract Award Amount: Enter the total dollar amount awarded to the Prime Contractor for this contract including all financial amendments.

Contract Received Amount: Enter the dollar amount received by the Prime Contractor for this contract

TABLE

DVBE Subcontractor(s) Name: Enter the name of all DVBE firms that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s)*. Use the next tab for additional lines on the form. *All DVBE substitutions must be approved by the Office of Small Business & DVBE Services, effective (MVC § 999.5(e)).

DVBE Subcontractor(s) Address: Enter the address of each DVBE firm.

Supplier Number: Enter each DVBE firm's supplier/certification number.

Total Contracted Amount to DVBE: Enter the entire amount contracted to each DVBE.

Total Payment Amount to DVBE: Enter the total about paid to all DVBE firms that performed an element of work for this contract

Variance: The system will compute the variance of DVBE firms dollars contracted compared to dollars paid

SIGNATURE BLOCK

Prime Contractor's Signature: Prime Contractor's printed name, signature, and date

Send form back to the department/entity listed in the header within 60 days of receipt of final payment.

Department's Form Completion Instructions (Page 2 Only)**DEPARTMENT ONLY INSTRUCTIONS**

The following items need to be filled out by the department prior to E-MAILING the form to the Prime Contractor.

The awarding department's completion of this information prior to issuing this form to prime contractors ensures that all DVBE subcontractor activities are reported for DVBE firms resulting in the award.

HEADER

Contract Number: Enter the Contract Number

Prime Contractor: Enter the Prime Contractor's name as shown on the contract

Department: Enter the state department/entity name.

Date Contract Completed: Enter the date contracted work was completed.

Contract Award Amount: Enter the total dollar amount paid to the Prime Contractor for this contract including all financial amendments.

TABLE

DVBE Subcontractor(s) Name: Enter the name of all DVBE firms that are listed to perform an element of work or supplies for this contract and any formal approved substitution(s)*. Use the next tab for additional lines on the form. *All DVBE substitutions must be approved by the Office of Small Business & DVBE Services, effective (MVC § 999.5(e)).

DVBE Subcontractor(s) Address: Enter the address of each DVBE firm.

Supplier Number: Enter each DVBE firm's supplier/certification number.

Total Contracted Amount to DVBE: Enter the entire amount contracted to each DVBE.

Americans with Disabilities (ADA) Notice: Persons with disabilities requiring reasonable modifications should contact the OSDS Report Coordinator at (916) 375-4937 or OSDSReports@dgs.ca.gov

**IFB #PW17-6, EXHIBIT N
PREVAILING WAGE RATES**

LIBRARY & THEATER ARTS SEISMIC RETROFIT

This project is a public works project, and is subject to prevailing wage rate laws (see Contract General Conditions, Article 4.02-c).

Pursuant to Labor Code sections 1770 *et seq.*, the Trustees have obtained from the Department of Industrial Relations determinations of the prevailing wage rates and the prevailing wage rates for holiday and overtime work in the locality in which the Work is to be performed. Copies of these prevailing wage rates (determination 2018-1) are on file and available to any interested party upon request from A. Gail Dungan, Contracts & Procurement, Humboldt State University, email A.Gail.Dungan@humboldt, and on the following Department of Industrial Relations website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Prevailing wage determinations with a single asterisk (*) after the expiration date remain in effect for the life of the project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this date have been predetermined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. The Contractor should contact the Prevailing Wage Unit, DLSR, to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the life of the project.

If it becomes necessary to employ crafts, classifications or types of workers other than those listed, the Contractor shall immediately notify the Trustees who will then inform the Contractor of the prevailing rate which shall be applicable as a minimum from the time of initial employment.

These rates are the minimum that may be paid by the Contractor. Nothing contained in the contract documents shall be construed as preventing the Contractor from paying more than the minimum rate.

CONTRACTOR shall post a schedule showing all applicable prevailing wage rates at appropriate and conspicuous locations on the Project site in accordance with Labor Code section 1773.2.

End of Page

California State University

Insurance Program Overview

Table of Contents

I. Owner Controlled Insurance Program

a. COMMERCIAL GENERAL LIABILITY	Policy A1LG W000 1700
b. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	Policy A1LW W000 1700
c. EXCESS LIABILITY (\$25M x Primary)	Policy 0311-1327
d. EXCESS LIABILITY (\$25M x \$25M)	Policy XCQ G46855942 001
e. EXCESS LIABILITY (\$25M PO \$50M XS \$50M)	Policy EXC2068854
EXCESS LIABILITY (\$25M PO \$50M XS \$50M)	Policy ELU627809/01/2017

II. Environmental & Professional Liability

a. CONTRACTORS POLLUTION LIABILITY	Policy 0307-2750
b. OWNER'S PROTECTIVE PROFESSIONAL LIABILITY	Policy ELZ628180/01/2018

III. Property Program

a. BUILDERS RISK	Policy I20799754013
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IV. Coverage Definitions and Claims Examples

I. Owner Controlled Insurance Program

A. COMMERCIAL GENERAL LIABILITY

Policy A1LG W000 1700
Old Republic Contractors Insurance Group
December 31, 2017 – December 31, 2022 (Program Period)

Limits & Deductibles

Products & Completed Operations Aggregate:	\$4,000,000
General Aggregate:	\$4,000,000
Each Occurrence:	\$2,000,000
Personal Injury and Advertising Liability:	\$2,000,000
Fire Damage Legal:	\$300,000
Medical Expense (Any One Person):	\$10,000
Deductible Bodily Injury/ Property Damage:	\$250,000
Clash Deductible (Any One Occurrence):	\$375,000
GL and WC Deductible Aggregate:	\$4,731,308

B. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Policy A1LW W000 1700
Old Republic Contractors Insurance Group
December 31, 2017 – December 31, 2022 (Program Period)

Workers' Compensation: Statutory Limits

Employer's Liability Limits & Deductibles

Bodily Injury (Each Accident):	\$1,000,000
Bodily Injury by Disease (Each Employee):	\$1,000,000
Bodily Injury by Disease (Policy Limit):	\$1,000,000
Deductible Bodily Injury by Accident/ Disease:	\$250,000
Clash Deductible:	\$375,000
GL and WC Deductible Aggregate:	\$4,731,308

C. EXCESS LIABILITY – \$25M x Primary

Policy 0311-1327
Allied World Assurance Company
December 31, 2017 – December 31, 2022

Limits & Deductibles

Each Occurrence:	\$25,000,000
Products/Completed Operations Aggregate:	\$25,000,000
Aggregate:	\$25,000,000

Underlying Policies:

Type of Coverage	Policy No.	Policy Period	Insurance Company
General liability	A1LG W000 1700	12/31/2017 – 12/31/2022	Old Republic Contractors Insurance Group
Employer's Liability	A1LW W000 1700	12/31/2017 – 12/31/2022	Old Republic Contractors Insurance Group

D. EXCESS LIABILITY – \$25M x \$25M

Policy XCQ G46855942 001
ACE Property & Casualty Insurance Company
December 31, 2017 – December 31, 2022

Limits & Deductibles

Each Occurrence: \$25,000,000
Aggregate: \$25,000,000

Underlying Policies:

Type of Coverage	Policy No.	Policy Period	Insurance Company
Excess Liability	0311-1327	12/31/2017 – 12/31/2022	Allied World Assurance Company
General liability	A1LG W000 1700	12/31/2017 – 12/31/2022	Old Republic Contractors Insurance Group
Employer's Liability	A1LW W000 1700	12/31/2017 – 12/31/2022	Old Republic Contractors Insurance Group

E. EXCESS LIABILITY – \$50M XS \$50M

\$25M PART OF \$50M

Policy EXC2068854
Great American Assurance Company
December 31, 2017 – December 31, 2022

Limits & Deductibles

Each Occurrence: \$25,000,000
Products/Completed Operations Aggregate: \$25,000,000
Other Aggregate Limit (where applicable): \$25,000,000

\$25M PART OF \$50M

Policy ELU627809/01/2017
AXIS Surplus Insurance Company
December 31, 2017 – December 31, 2022

Limits & Deductibles

Each Occurrence: \$25,000,000
Products/Completed Operations Aggregate: \$25,000,000
Other Aggregate Limit (where applicable): \$25,000,000

Underlying Policies:

Type of Coverage	Policy No.	Policy Period	Insurance Company
Excess Liability	XCQ G46855942 001	12/31/2017 – 12/31/2022	ACE Property & Casualty Insurance Co
Excess Liability	0311-1327	12/31/2017 – 12/31/2022	Allied World Assurance Company
General liability	A1LG W000 1700	12/31/2017 – 12/31/2022	Old Republic Contractors Insurance Group
Employer's Liability	A1LW W000 1700	12/31/2017 – 12/31/2022	Old Republic Contractors Insurance Group

II. Environmental & Professional Liability

A. CONTRACTORS POLLUTION LIABILITY

Policy 0307-2750
Allied World Assurance Company (A XV)
January 18, 2017 – January 18, 2022

Limits & Deductibles

Each Occurrence:	\$25,000,000
Policy Limit:	\$25,000,000
Each Incident Deductible:	\$250,000

B. OWNER'S PROTECTIVE PROFESSIONAL INDEMNITY

Policy ELZ628180/01/2018
AXIS Surplus Insurance Company (A+XV)
January 18, 2018 – January 18, 2023

Limits & Deductibles

Owners' Professional Liability

Coverage A – Protective Indemnity:	\$25,000,000 Each Claim
	\$25,000,000 Aggregate

Coverage B – Third Party Claim Defense:	\$25,000,000 Each Claim
	\$25,000,000 Aggregate

Policy Aggregate:	\$25,000,000
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Self-Insured Retention-Third Party Claim Defense:	\$100,000
Retroactive Date:	1/18/2018

Supplementary Coverage

Subpoena Response Expense	\$500 per Subpoena/ \$5,000 per policy period
Expense Reimbursement	\$500 per day/ \$10,000 per policy
Regulatory Actions Reimbursement	\$10,000 per policy period
Reputation Protection	\$10,000 per policy period
Bankruptcy Proceedings Expense	\$10,000 per policy period

III. Property Program

A. BUILDERS RISK

Policy IMC I20799754 013
Illinois Union Insurance Company
July 1, 2017 – July 1, 2018

Limits & Deductibles

\$50,000,000 per Occurrence, excess of Deductibles

Sub-Limits

\$10,000,000 Frame
\$ 1,000,000 Transit
\$ 1,000,000 Off-Site Storage
20% of Loss Expediting Expense (\$1,000,000 maximum)
25% of Loss Debris Removal (\$1,000,000 maximum)
\$10,000,000 Flood per occurrence / Annual aggregate

Coverage:

"All Risk" Builder's Risk Insurance, including property damage, transit, off-site storage, expediting expense, flood (including tidal waves), terrorism*, and earthquake**

Terrorism Risk Insurance Program Reauthorization Act of 2015 (TRIPRA)

**CSU maintains a self-fund for losses in excess of the deductible caused by earthquakes as defined in CA Public Contracts Code, section 7105 (b) (2).

Major Exclusions:

Not covered Flood Zone A

Not covered Earth Movement** (excluded by carrier; self-funded by CSU)

Deductible:

\$25,000 Per occurrence

\$100,000 Per occurrence – Flood

\$50,000 Per occurrence – Water Damage

\$100,000 Per occurrence – Earthquake**

Comments:

1. Projects to be reported quarterly.
2. Projects that are reported during the policy term are held covered for up to 42-months from project start date.
3. Projects whose initial reported value is less than \$5,000,000 are not required to be reported at completion.
4. Projects whose initial value is \$5,000,000 or more shall report final contract values and term during the next quarterly reporting period following project completion
5. Supplemental Application is required for all wood-frame projects over \$10,000,000 total construction cost, and all other projects over \$50,000,000 total construction cost.
6. Projects that are constructed in phases may be separated for each phase, provided however a separate construction agreement is executed for each phase with definitive periods of construction.

IV. COVERAGE DEFINITIONS AND CLAIMS EXAMPLES

Commercial General Liability & Excess Liability

A standard Commercial General Liability insurance policy is issued to business organizations to protect them against liability claims for bodily injury and property damage arising out of premises, operations, products, and completed operations; and advertising and personal injury liability.

An Excess Liability policy provides additional protection when a claim and/or lawsuit exceed insurance limits on your general liability and employer liability primary policies. Excess liability policies add another layer of protection to any of several other policies that you might hold, including general liability and employer's liability.

1. Electrical Contractor – Trip and Fall

During the construction of a large university liberal arts building, an electrical contractor inadvertently left a portion of a trench uncovered and a student stepped into the uncovered trench while she was on the way to her class later that evening. The student sustained a fractured leg as a result of the trip and fall. The electrical contractor was held responsible for the injuries, wage loss and medical specials that were incurred by the claimant. The claim ultimately settled for \$85,000.

2. General Contractor – Safety Violations/Housekeeping

A City Inspector was hit in the head by a piece of rebar. The investigation revealed that the rebar came from the 10th floor of the building. The 10th floor had not been properly cleaned up the day before and construction debris was all over the place. The steel contractor along with the general contractor were both found to be negligent of poor maintenance and housekeeping. This case involved a brain injury and the case settled for \$11.2 million.

3. General Contractor and Multiple Subcontractors – Resultant Water Damage from Improper Waterproofing and Concrete Application

The contractor built a large condominium complex that contained five stories of underground parking. The water proofing and the concrete subcontractors failed to work in a unified fashion and left gaps between the waterproofing and the concrete walls of the garage. After the building was put to its intended use, the lower three levels of the garage started to leak. The cost of repair for epoxy injection was estimated at \$1.8 million. In addition, the Condominium Association created a laundry list of other defects that they alleged were caused by the general contractor and other trades. The defense costs alone in this case came to \$1.6 million. The claim ultimately settled for \$3.25 million after three years of litigation

Worker's Compensation and Employer's Liability

Workers' Compensation is the system by which no-fault statutory benefits prescribed in state law are provided by an employer to an employee (or the employee's family) due to a job-related injury (including death) resulting from an accident or occupational disease.

Employer's Liability coverage is provided by Part 2 of the basic workers compensation policy and pays on behalf of the insured (employer) all sums that the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his employment by the insured.

1. Minor Injury Resulting in Death

A painter was working and sustained a dime sized laceration on his outer bicep from a rusty nail that was sticking out from the wall. Thinking nothing of the small cut he continued his work. Excited to have finished his job at the end of the week, he planned a getaway to Florida. Upon his return from Florida, he was suffering from flu like symptoms. That same day he checked himself into a hospital. After extensive medical testing, he was diagnosed with sepsis. Unfortunately, ten days after his accident he passed away while being transported to a different hospital. His family received a significant settlement that helped them pay off all medical bills and preserve their home.

Worker's Compensation and Employer's Liability, cont.

2. Defective Equipment

The plaintiff was employed as an assistant fitter. Part of his duties involved cutting pieces of steel. He was required to use a hand held grinder to undertake this task. The grinder was defective and as a result of that defect he sustained a personal injury to his left hand. The grinder had a piece missing. This meant that the plaintiff had to place both hands on the body of the machine when he was using the grinder. When the machine was activated, the grinding disc spun, catching his glove and pulling his thumb into the grinder. He sustained a serious injury to his non-dominant left thumb which severed the nerve in the thumb. He proceeded with his claim all the way to the High Court.

3. Asbestos Exposure

The plaintiff worked with his employer since 1959. From 1959 to 1974 he worked in the production of asbestos containing pipes. Due to health reasons he was then transferred to the plastic pipes operations with was separated from the asbestos containing pipes by partial walls. He contracted a rare cancer. He claimed that the cancer was caused because of the exposure to asbestos while at work. He sued his employer for compensation and was awarded \$10,000,000 as compensatory damages and \$500,000 as punitive damages.

4. Fall

A 37-year old construction worker was injured when he fell from some scaffolding while on the job. This happened in 2003. The construction worker is now a complete quadriplegic and is paralyzed as a result of the accident. The injured worker sued for compensation and was awarded \$337,000 pain and suffering, \$18,600 past medical expenses, \$37,125 past lost wages and \$174,460 future lost wages. The employer went in appeal but the verdict survived the appeal.

Owner's Protective Professional Indemnity and Liability & Excess Liability

Owner's protective (OPPI) is coverage for the construction project owner, on a multi project basis, which supplements the Architects & Engineers (A&E) primary policies as opposed to replacing these insurances. OPPI is a first party indemnity contract that pays based on an established third party liability loss, that arises out of the owner's subcontracted A&E professional services excess over the available primary A&E insurances.

1. An architect failed to properly design the exterior membrane of a large hotel. The hotel sustained extensive resultant water damage. The Architect had only \$1 million in professional liability coverage, which was paid by their professional liability carrier and then the architect filed for bankruptcy. The OPPI policy stepped in and paid the additional \$1.8 million to satisfy the \$2.8 million cost of repair.
2. A surveyor placed the footprint of a large hospital in the wrong location. After several months of construction, it was discovered that the footprint of the building was off by three feet. The Architect had only \$500,000 in professional liability coverage. The professional liability carrier for the surveyor paid their policy limits and the OPPI policy paid the additional \$750,000 it took to repair the building.

Contractor's Pollution Liability

Contractor's Pollution Liability insurance protects contractors from the liability and financial loss that can result when a covered operation results in a pollution incident.

1. Demolition Contractor - Asbestos

During the demolition of a portion of a museum, a contractor inadvertently disturbed unknown asbestos that had been contained in the floor tiles. The asbestos contaminated other areas of the museum, forcing closure during the remediation. The demolition contractor was held responsible for the clean-up costs and business interruption.

2. General Contractor – Mold / Indoor Air Quality

Higher educational institution received complaints from students and faculty about musty odors emanating from subfloor basement of classroom building. Upon investigation and interviews conducted with faculty, staff and students, it was determined that an outdoor sloped walkway into the basement caused surface water run-off to leak into the basement service entrance. Conclusions of the subsequent investigation indicated that there was poor maintenance and ventilation to this space. The combination of poor construction, neglected maintenance and ventilation, caused extensive mold growth and indoor air hazards as a result.

3. Electrical Contractor - Asbestos

While installing new electrical lines in a historic building the contractor used a hole saw to cut through a ceiling. Unknown to the contractor, the saw had inadvertently disturbed and released asbestos-containing insulation material. The contractor had to pay for clean-up costs for the asbestos fibers released throughout the building.

4. General Contractor – Greenfield Development / Contaminated Soils

Site preparation activities were underway on a previously undeveloped and vacant parcel of land. During soil excavation and dewatering activities, contaminated groundwater impacts were discovered. The developer / general contractor were required by State regulatory authorities to investigate, collect, test and treat volumes of impacted groundwater pumped out during the excavation process. Contaminated soils were also discovered to be present at the site. Construction delay expense and investigation related costs totaled over \$1,000,000 for the developer and contractor. Upon additional, comprehensive subsurface site investigation and evaluation, it was ultimately determined that contamination had migrated from a nearby manufacturing operation that had filed for bankruptcy and ceased operations several years prior.

5. Mechanical Contractor – Hydraulic Fluid

A mechanical contractor improperly installed fittings during routine maintenance of a hydraulically driven conveyor system. A subsequent leak was not discovered until the next routine maintenance cycle. The leaking hydraulic fluid migrated into a floor drain located beneath the equipment which discharged directly into an adjacent drainage ditch. Property owners adjacent to the site noticed a sheen on the water in the ditch and requested an environmental investigation by regulators. The regulators mandated clean-up of the spill and the site owner subsequently filed actions against the mechanical contractor to pay for the clean-up costs.

6. Street and Road Contractor – Petroleum- Impacted Sediment

Inadequate erosion control measures implemented during construction of an abutment for a highway overpass resulted in petroleum-impacted sediment to be deposited into a pristine waterway. The street and road contractor was required to pay for clean-up costs and natural resource damages.

7. Public Entity – Redevelopment / General Construction

A municipality purchased a former manufacturing facility as part of a much larger Brownfield redevelopment project. After taking control of the property and conducting a cursory environmental assessment review, the general contractor and site prep sub discovered that an old underground storage tank was present despite being overlooked during the environmental review. Soil samples from areas adjacent to the tank grave indicated that a much larger area was impacted. Resultant additional soil excavation, regulatory filings, transportation/disposal of impacted materials adversely affected the overall project budget.

8. Steel Erection Contractor – Diesel Fuel

A steel erection contractor accidentally caused a release of diesel fuel at a construction site when a crane operator dropped a steel beam. The beam landed on a small tanker truck that was brought onto the site to refuel other construction equipment. The cost of the emergency clean-up was in excess of \$150,000.

Builder's Risk

A property insurance policy designed to cover property in the course of construction. It can cover the structure and the materials on site waiting to be installed or transported to the job site. The builder's risk insurance policy will pay for damages up to the coverage limit. The limit accurately reflects the total completed value of the structure (all materials and labor costs, but not including land value).

1. Heavy rains caused serious resultant water damage to a large international airport that was under construction. The builder's risk policy paid the \$2.3 million it took to repair the airport, less the \$250,000 water damage deductible.
2. A fire burned down approximately 80% of a very large wood framed apartment complex that was under construction. The builders' risk policy paid the \$3.1 million it took to repair the apartment complex, less the \$100,000 fire deductible.



The California State University Owner Controlled Insurance Program

Contractor's Insurance Procedures Manual

for

<Project Name>

at

<Campus Name>

Revised February, 2015

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INTRODUCTION

SECTION

1

1.0 INTRODUCTION

1.1 Overview

The California State University (Owner) has elected to use an Owner Controlled Insurance Program (OCIP) for the Project identified on the cover of this Manual and in Section 2. Under such a program, the Owner purchases certain insurance policies for protection of some (but not all) of the insurable risks that exist on a construction project. The insurance purchased by the Owner will be endorsed to extend coverage of the policy to any enrolled Prime Contractors, Subcontractors, or Sub-Subcontractors. All Contractors, Subcontractors, and Sub-Subcontractors on the Project should carefully consider the OCIP and its implications to their company before executing a contract requiring their participation in the OCIP.

The OCIP provides the following insurance for all Contractors, regardless of tier, that are approved for participation in the insurance program:

- Commercial General/ Excess Liability
- Workers' Compensation

The following additional coverage is provided outside of the OCIP; campus must enroll its project to obtain coverage: Builder's Risk.

Certain Contractors and Subcontractors are ineligible for this program. These parties are identified in the Definitions, Section 3.0 of this Manual.

The Owner will pay all insurance premiums for the OCIP coverage listed above. You should notify your insurer(s) to delete from your insurance program charges and coverage for the on-site activities of this Project that are covered under the OCIP.

Alliant, the OCIP Program Manager, will be administering the program on the behalf of the Owner. It will be primary insurance for the benefit of insured parties of this Project.

Insurance coverage and limits provided under the OCIP are limited in scope and specific to this project only. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your own expense.

The guidelines in this manual are to be used for informational purposes only. Any conflict between this document and any contract or subcontract, the contract or subcontract will govern. Any difference with the actual OCIP policies will control in the event of any inconsistency or misunderstanding.

INTRODUCTION

1.2 About this Manual

This Manual is designed to identify, define, and assign responsibilities for the administration of the OCIP. The guidelines in this Manual are to be used for informational purposes only.

This Manual:

- Generally describes the OCIP
- Identifies responsibilities of the various parties involved in the project
- Provides a basic description of the OCIP operation
- Describes audit and administration procedures
- Provides answers to basic questions about the OCIP
- Will be updated throughout the course of the project if necessary

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverage
- Provide answers to specific claims questions

Specific questions about the OCIP, its administration, or the coverage provided should be referred to the OCIP Program Manager identified in the Project Directory section immediately following this introduction.

1.3 Responsibilities Concerning Loss Control & Claim Reporting

It will be the responsibility of all Contractors of any tier to exercise every reasonable action to prevent work related injuries, property and equipment damage at the project site, as well as to minimize the exposure of risk to the public and third party property. All Contractors of any tier will conduct loss control prevention practices according to those requirements set by Federal, State and Local Laws, statutes, and specific project procedures developed for this project.

In the event of an accident, it will be the obligation of the responsible Contractor of any tier to see that the injured workers or members of the public are given immediate medical treatment. Also, all appropriate medical and claim forms must be filed with the appropriate Authorities, the Primary OCIP Carrier, Site Safety Personnel, and the OCIP Program Manager.

PROJECT DIRECTORY

SECTION

2

2.0 PROJECT DIRECTORY

GENERAL CONTRACTOR: <Contractor>

PROJECT NAME: <Project Name>

OCIP PROGRAM MANAGER	
Alliant Insurance Services Construction Services Group 333 South Hope Street, Suite 3750 Los Angeles CA 90071	John Drew Office: 916-539-6002 John.Drew@alliant.com

PLEASE DIRECT ALL OCIP COVERAGE QUESTIONS TO THE
OCIP PROGRAM MANAGER

OCIP PROGRAM ADMINISTRATOR	
Alliant Insurance Services Construction Services Group 333 South Hope Street, Suite 3750 Los Angeles CA 90071	Pamela Quiroz Office: 213-443-2469 Pamela.Quiroz@alliant.com

PLEASE DIRECT ALL ENROLLMENT, INSURANCE DEDUCT, PAYROLL
REPORTING, AND CLAIMS REPORTING QUESTIONS TO THE
OCIP PROGRAM ADMINISTRATOR

PROJECT DIRECTORY

INSURANCE COMPANIES	POLICIES
Old Republic Insurance Company	Workers' Compensation
Old Republic Insurance Company	General Liability
ACE Property & Casualty Insurance Company	Excess Liability

EMERGENCY NUMBERS- CLAIMS & ACCIDENTS	
Serious Accident	911 Re: <Project Name> Project
Employee Injury-First Report	Site Safety – TBD Phone: TBD Re: <Project Name> Project
Property Damage- 3rd Parties	Site Safety – TBD Phone: TBD Re: <Project Name> Project
Property Damage-Work	Site Safety – TBD Phone: TBD Re: <Project Name> Project

General Contractor Contacts:

SITE SUPERINTENDENT	SITE SAFETY COORDINATOR
TBD TBD@TBD.com TBD-TBD-TBDT	TBD TBD@TBD.com TBD-TBD-TBDT
PROJECT MANAGER	
TBD TBD@TBD.com TBD-TBD-TBDT	

PROJECT DEFINITIONS

SECTION

3

3.0 PROJECT DEFINITIONS

The following definitions apply to this project and to the descriptions of the Project Coverage used in this Manual:

Approved Additional Sites:

Storage yards or staging areas used solely in connection with performing work at the Project Site. All locations must be approved by the insurer and scheduled.

Certificate of Insurance:

A Document providing evidence of the existence of coverage for a particular insurance policy or policies.

Contract:

A written agreement between the Owner and the Contractor for specific work. Also an agreement between a Contractor and any tier Subcontractor.

Contract Document:

Project Insurance Requirements, Exhibit 'R' to the Project Contract.

Contractor:

The Contractor as identified in Section 2 of this Manual.

Deductible:

The amount that Contractors of every tier are responsible for paying as their contribution for settlement of an insured loss.

Employer:

Any individual, firm, or corporation that provides direct construction labor for work performed at the Project Site.

Enrolled:

Applies to those eligible Contractors, Subcontractors, and Sub-Subcontractors that have submitted all necessary enrollment forms and have been accepted into the OCIP as evidenced by a Certificate of Insurance. *Also described in this Manual as a Participating Contractor.*

Ineligible:

Applies to Contractors of any tier excluded from participation in the OCIP, including those involved in loading, transporting, and unloading materials, personnel, parts, or equipment, or any other items to, from or within the Site.

PROJECT DEFINITIONS

Insured:

The Owner, Participating Contractors, and any other party so named in the insurance policy.

Insurer:

The insurance company named on a policy or certificate of insurance that provided coverage for the OCIP.

Owner:

The California State University, specifically the campus named herein that holds the contracts for the Project.

OCIP Administrator:

Alliant Insurance Services, Inc. *Also referred to in this Manual as Program Manager.*

Participating Contractor:

See Enrolled.

Project Site:

Project Site shall mean those areas designated in writing by Owner for performance of the Work and such additional areas as may be designated in writing by Owner for Contractors use in performance of the Work. Subject to notification and other requirements for off-site locations, the term Site shall also include (a) field office sites, (b) property used for bonded storage of material for the Project approved by Owner, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are performed by Contractor or Subcontractors covered by the workers' compensation policy included in the OCIP, but excluding any permanent locations of Contractor or such covered Subcontractors.

Subcontractor:

Those persons, firms, joint ventures, corporations, or other parties that enter into a Contract with the Contractor to perform Work relating to the Project. For purposes of this Manual, Sub-Subcontractors are included in this definition.

Work:

Operations as fully described in the Contract, performed at, or emanating directly from the Project Site. Also, the entire completed construction or the various separately identifiable parts required to be furnished under the Contract documents.

CONTRACTOR OCIP RESPONSIBILITIES

SECTION

4

4.0 CONTRACTOR OCIP RESPONSIBILITIES

Contractors of any tier are required to cooperate fully with the Owner and its OCIP Administrator in all aspects of OCIP operation and administration. All Contractors of any tier will be required to provide information necessary to bind coverage under the OCIP on a “per contract” basis. Responsibilities of the Contractor and Subcontractor include:

- Handle insurance costs in your bid as outlined in the General Conditions and Supplementary General Conditions of the Contract and/or Subcontract as appropriate
- Submission of all OCIP enrollment information
- Submission of OCIP Insurance Cost Worksheet and policy rate pages
- Including the OCIP provisions in all subcontracts as appropriate
- Notifying the OCIP Administrator of all subcontracts awarded through Contractors Notice of Award Form
- Assisting with enrollment of all subcontractors in OCIP, as required
- Maintaining and reporting monthly payroll records
- Cooperating with the OCIP Administrator’s requests for information
- Complying with insurance, claim, and safety procedures
- Paying deductibles promptly as required
- Notifying the OCIP Administrator immediately of any insurance cancellation or non-renewal (contractor-required insurance)

4.1 Alliant WrapX Overview

Alliant WrapX (WrapX) is a proprietary Risk Management Information System (RMIS). All relevant OCIP information will be captured and stored online in a “paperless” format through WrapX. Information to be stored includes award notifications, enrollment information, OCIP payroll, and notice of work completions for all contractors on a per project basis. Alliant Insurance will provide all OCIP Eligible Contractors a project welcome letter detailing instructions for utilizing the WrapX contractor portal upon receipt of a Notice of Award for the awarded contractor.

Submission of all OCIP related documents should be sent by e-mail to: alliantwrapx@alliantinsurance.com or by fax to: (866) 867-5811

If you should have any questions or require additional information about this process or other matters related to the (OCIP), please contact your OCIP Program Manager identified in this Manual, in Section 2: Project Directory.

CONTRACTOR OCIP RESPONSIBILITIES

4.2 Contractor Bids

Owner provides insurance for all Enrolled Contractors and Subcontractors under the OCIP for work performed at the Project Site. Please refer to the General Conditions and Supplementary General Conditions of your contract and/or subcontract for the required handling of insurance costs in your bids.

4.3 Enrollment

Enrollment into the OCIP is required but not automatic. Eligible Contractors must complete the online enrollment and participate in the enrollment process for the OCIP coverage to apply. Access to the project site will not be permitted until the enrollment is complete. **Contractors must be enrolled prior to start of work.**

Each Contractor of any tier shall provide details about its subcontractors as necessary to enroll them in the OCIP. The Program Manager will need all of the information requested on the Contractor Insurance Enrollment Form (Online Form A). This information must be completed and submitted to the OCIP Program Manager prior to mobilization to obtain coverage under the OCIP.

Separate Contractor Enrollment is required for each Contract which you are performing Work; however, only one Workers' Compensation policy will be issued for your firm.

When a Contractor of any tier is accepted into the OCIP, they will receive a Certificate of Insurance from Alliant acknowledging that they have been enrolled in the OCIP.

4.4 Assignment of Return Premiums

The Owner will pay the cost of the OCIP insurance coverage. The Owner will be the sole recipient of any return OCIP premiums or dividends. All Participating Contractors shall assign to Owner all adjustments, refunds, premium discounts, dividends, credits, or any other monies due from the OCIP insurers.

4.5 Payroll Reports

Each Participating Contractor must submit Monthly Payroll Reports online identifying man-hours and payroll for all work performed at the Project Site on a "per contract" basis. This information will be used to provide the insurance company with the information required to determine the premium for the OCIP.

The monthly man-hour reports should include supervisory and clerical personnel on site and shall certify all Work performed at or emanating directly from the Project Site.

A Separate Monthly Payroll Report is required for each Contract for Work you are performing.

CONTRACTOR OCIP RESPONSIBILITIES

4.6 Insurance Company Payroll Audit

Each Participating Contractor is required to maintain payroll records for the Project Site in accordance with the Basic Manual of Rules, Classifications, and Experience Rating Plan for Workers' Compensation and Employers Liability Insurance. Such records shall allocate the payroll by Workers' Compensation Classification(s), including any cost pertaining to the value of work in place, and shall exclude the excess or premium paid for overtime (i.e., only the straight time rate shall apply to overtime hours worked). Furthermore, such records shall limit the payroll for Owners and Executive Officers as stated in Manual rules.

4.7 Completion of Work

When a Participating Contractor has completed its work, each Participating Contractor shall complete a Notice of Work Completion online and submit it to the OCIP Program Administrator. The Owner will not release final payment until all necessary information has been submitted. It is the upper-tier Contractor's responsibility to assure that the lower-tier subcontractors complete the Notice of Completion online. A separate form must be completed for each contract.

4.8 Off-Site Locations

The Contractor is responsible, on behalf of itself or its Subcontractors, for applying for approval to have off-site locations covered by the OCIP. The Contractor, prior to the use of the site, shall notify the OCIP Program Manager of the need and shall request approval of the site. The request should include the location address, description of the site, intended use, and the duration of the work to be performed at the site. The off-site location must be dedicated 100% to the Project.

CONTRACTOR OCIP RESPONSIBILITIES

4.9 Safety Procedures

Contractors of any tier are required to establish a written safety program and to provide a full-time qualified Safety Manager or designated competent safety representative who shall be onsite when any work is in progress. Non-compliance with Project Loss Control Requirements could be considered to be the same as non-compliance with another contractual condition. Minimum standards for contractor programs are outlined in the California State University OCIP Project Safety Manual.

The Owner or its loss control representatives will have the right to “Stop Work” when serious defective conditions, unsafe work activities, or life threatening hazards are identified. In accordance with contract requirements, if deemed necessary, the Owner may remove any subcontractor and/or subcontractor employees that blatantly violate these requirements. The Owner, at its discretion, will designate an individual to act on its behalf, in all matters relating to work site safety and health.

4.10 Claims Reporting

Contractors of any tier shall follow the claims procedures outlined in section 7.0 of this Manual, and as established by the Contractor. Contractors of any tier agree to assist and cooperate in every manner possible in connection with the adjustment of all claims and demands in which the OCIP Insurer is called upon to adjust or defend.

4.11 Change Order Procedures

All change orders submitted by Contractor of any tier will be priced as outlined in the General Conditions and Supplementary General Conditions of the Contract and/or Subcontract as appropriate with regard to the handling of your normal cost of insurance for the coverage(s) that are provided by the OCIP.

4.12 Close Out and Audit Procedures

When a Contractor and/or an associated Subcontractor has completed its Work at the Project and will no longer have on-site workers, the Contractor shall notify the OCIP Administrator by submitting the Notice of Work Completion online for the final reporting and audit of payroll and man-hours.

Any deductibles that the Contractor or its Subcontractors of any tier are responsible for will be considered at the time of the Contract close-out unless the actual cost of the claim has been established and considered prior to close-out.

CONTRACTOR REQUIRED COVERAGE

SECTION

5

5.0 CONTRACTOR REQUIRED COVERAGE

Contractors of any tier are required to maintain insurance coverage that protects the Owner from liabilities arising from the Contractor of any tier's operations performed away from the project site, for types of coverage not provided by the OCIP, and for operations performed in connection with excluded parties operating under your control or direction.

Verification of insurance shall be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25-S. A sample of an acceptable Certificate of Insurance and other documentation is provided for your review in Section 8: Project Forms.

Contractors are responsible for monitoring their Subcontractors and Excluded Parties Certificates. The Owner reserves the right to disapprove the use of Subcontractors unable to meet the insurance requirements. Certificates evidencing compliance shall be submitted to Owner.

The limits of liability shown for the insurance required of the Contractor and Subcontractors are minimum limits only and are not intended to restrict the liability imposed on the Contractor and Subcontractors for Work performed under their Contract.

Contractors of any tier agree to obtain and maintain during the life of this contract the following minimum insurance requirements. Contractors of any tier shall pay the premiums for such insurance.

5.1 Business Auto Liability

All Participating Contractors will maintain at their own expense Automobile Liability Insurance covering the operations, maintenance, use and loading and unloading of all owned, non-owned, and hired vehicles. As such, all contractors of any tier shall furnish to the Owner a Certificate of Insurance showing such coverage with the following minimum limits of liability:

Bodily Injury: \$1,000,000 Combined Single Limit for Bodily Injury and/or Property Damage.

The policy or policies will be endorsed to:

Name the General Contractor and Owner as "additional insured".

CONTRACTOR REQUIRED COVERAGE

5.2 Construction Equipment Insurance

Any policies maintained by the Participating Contractors on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner and all other indemnities named in their contract documents.

5.3 General Liability (Off-Site)

All Participating Contractors shall maintain at their own expense Commercial General Liability (CGL) Insurance applicable to all off-site operations. This insurance shall include coverage for bodily injury, property damage, and personal injury with limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate annually. A certificate of insurance evidencing this coverage shall be provided to the Owner. This insurance shall be endorsed to name: the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers and agents, the Owner and Alliant Insurance Services, are to be covered as additional insureds.

5.4 Workers' Compensation (Off-Site)

All Participating Contractors shall maintain at their own expense Workers' Compensation Insurance applicable to all employees and contractors hired by the insured, who are not covered under the OCIP workers' compensation policy. The insurance shall include statutory workers' compensation coverage and no less than one million dollars (\$1,000,000) employers' liability. A certificate of insurance evidencing this coverage shall be provided to the Owner.

5.5 Professional Liability Insurance (Errors & Omissions)

In the event any contract specifications requires a Participating Contractor, including any professional service provider, to perform professional services, such as, but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided to the Owner prior to commencing work. Change in limits, coverage, or loss of aggregate limit due to outstanding claims must be reported to the Owner within thirty (30) days of any such event.

CONTRACTOR REQUIRED COVERAGE

5.6 Watercraft and Aviation Insurance

In the event watercraft, or fixed or rotary aircraft are used in connection with this Agreement and/or execution of the work, a minimum of five million (\$5,000,000) of liability insurance must be maintained with the following requirements:

- a) Name the Owner as an “additional insured” and provide a waiver of hull damage in favor of the Owner.
- b) Also, if any aircraft is to be used to perform lifts at the project site, include a “slung cargo” endorsement to cover the full replacement value of any equipment or material that is to be lifted. Coordinate all such lifts with the Owner for approval prior to lift execution.

5.7 Environmental and Asbestos Abatement Coverage

If this Agreement involves the removal of asbestos, the removal/replacement of underground tanks, or use of toxic chemicals and substances, the Subcontractor will be required to provide adequate coverage, not less than five million (\$5,000,000) per claim basis, for such exposures subject requirements and approval of the Owner. These requirements are identified in the General Conditions and Supplementary General Conditions.

5.8 Conditions of Understanding

The amount and types of insurance coverage required herein shall not be construed to be a limitation of the liability on the part of General Contractor, Participating Contractors, Nonparticipating Contractors, or any lower-tier Subcontractors. Any type of insurance, or any greater limits of liability than described above, which the Contractor or Subcontractor requires for their own protection or on account of statute, shall be the Contractor's or Subcontractor's own responsibility and at its own expense. The carrying of the insurance described shall in no way be interpreted as relieving a Contractor of any tier, whether Participating or Non-Participating, of any responsibility of liability under this contract.

5.9 Other Insurance Required of All Subcontractors

Participating Contractor shall file certificates of such insurance with the Owner which shall be subject to the Owner's approval for adequacy of protection, including the satisfactory character of any Insurer. If requested by the Owner, a certified copy of the actual policy(s) with the appropriate endorsement(s) and other documents shall be provided to the Owner and Contractor.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

CONTRACTOR REQUIRED COVERAGE

In the event of failure of any tier to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner shall have the right to take out and maintain same coverage for all parties on behalf of the Contractor of any tier who also agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner immediately upon presentation of a premium invoice.

6.0 INSURANCE COVERAGE

6.1 Covered Parties

All Participating Contractors must be enrolled in the OCIP by the Broker appointed by the Owner upon completion and acceptance of enrollment forms regarding insurance furnished by the Program Manager. Contractors of any tier must enroll in the OCIP before coverage is available to them for any loss. Therefore no Contractor of any tier shall begin work on site until they have properly enrolled in the OCIP. All insurance, underwriting, payroll, rating or loss history information (including evidence of other insurance required under Section 5 requested by the Program Manager) must be provided to the Program Manager by Contractor of any tier within five (5) working days of the request. A Contractor, Subcontractor, or Sub-Subcontractor shall not be deemed to be a Participating Contractor and shall not be permitted to work on the project until enrolled in the OCIP by the Program Manager. Enrollment will be established only upon issuance by the Program Manager of an OCIP Certificate of Insurance to the Participating Contractor. Every Participating Contractor shall, at all times during and after the Project, cooperate with the Owner, the Program Manager, and the OCIP insurers and adjusters concerning matters relating to the OCIP.

6.2 Parties Not Covered

Contractors of any tier who will not be included in participation in the OCIP (Nonparticipating Contractors) shall include all vendors, suppliers, tower crane erectors, truckers, material dealers, and delivery services companies- regardless of contract size. Nonparticipating Contractors shall not be permitted to work on the Project until they have provided to Campus evidence of their compliance with the insurance requirements as outlined in the Contract document.

6.3 Exclusion of Contractors from the OCIP

The Owner has the exclusive right to exclude other Contractors of any tier from participating in the OCIP. Such Nonparticipating Contractors, who will not be covered under the OCIP, must comply with the insurance requirements as outlined in the Contract document.

6.4 Evidence of OCIP Coverage

Each Participating Contractor will be issued an individual Workers' Compensation policy including Employer's Liability coverage. The OCIP Program Manager will also provide a Certificate of Insurance evidencing General Liability, and Excess Liability insurance to each Participating Contractor, each of whom will be a named insured on the policy. Other documentation including forms, posting notices, if any, will be furnished to each

Participating Contractor. A complete copy of the policy will be furnished to an authorized representative of each Participating Contractor upon written request.

6.5 OCIP Termination or Modification

The Owner reserves the right to terminate or modify the OCIP or any portion thereof. If the Owner exercises this right, contractors will be provided notice as required by the terms of their individual contracts. At its option, Owner may procure alternate coverage or may require the Contractors to procure and maintain alternate insurance coverage.

6.6 Description of Insurance Coverages

The following coverages are provided by the OCIP:

- Workers' Compensation and Employer's Liability
- Commercial General/ Excess Liability

The following additional coverage is are provided outside of the OCIP: Campus must enroll the Project in order to obtain coverage:

- Builder's Risk.

Non-Workers' Comp Insurance Policies: Master policies will be endorsed to include the Owner and any of their affiliates, or subsidiary companies or corporations, as well as the project's General Contractor. and Subcontractors enrolled in the OCIP as a Named Insured.

Workers' Compensation: Each Participating Contractor will be issued a separate Workers' Compensation policy for their employees.

The following coverage summaries are provided for informational purposes only. The actual terms and conditions of the coverage provided are contained in the insurance policies under the OCIP, and General Contractor and others shall not rely upon this summary in lieu of the policies themselves. Copies of the policies will be made available to all potential Participating Contractors upon written request.

6.6.1 Commercial General/ Excess Liability Insurance (General Aggregate Limit Reinstates Annually)

a. Primary Coverage	Limits for Bodily Injury, including death resulting there from Property Damage on a per Project basis
b. Policy Limits	\$2,000,000 Each Occurrence
	\$4,000,000 Completed Operations Aggregate (Aggr.)
	\$4,000,000 General Annual Aggr.
	\$10,000 Medical Payments – any one person
	\$500,000 Fire Legal Liability – any one fire
c. Policy Form	Commercial General Liability “Occurrence” Form
d. Excess Limits	\$100,000,000 Per Occurrence/Aggr.
e. Premium Payments	By Owner
f. Deductible	Any deductible will be paid by Owner

If a general liability claim results from any construction activity, the responsible Contractor, Subcontractor, or Sub-Subcontractor shall pay a penalty to the Owner based on initial contract value. A change order will be written to recover this penalty.

Contract Value	Penalty Amount
Up to \$1,000,000.00	\$1,000
\$1,000,000.01 to \$10,000,000.00	\$5,000
Greater than \$10,000,000.00	\$25,000

6.6.2 Workers’ Compensation and Employer’s Liability Insurance

a. Policy Coverage A	Statutory Benefits Liability imposed by the Workers’ Compensation and/or Occupational Disease statute of the State in which the work is performed and any other state or governmental authority having jurisdiction or if related to the work performed on the project
b. Policy Limits	\$1,000,000 Bodily Injury per Accident/employee
	\$1,000,000 Bodily Injury per Disease/employee
	\$1,000,000 Policy limit by Disease

6.6.3 Builder’s Risk Insurance

The Owner shall obtain and maintain in force during the term of this Agreement, a Builder’s Risk Insurance policy separate from the OCIP, which shall insure against all risks of physical loss and/ or damage including flood, subject to all policy terms, conditions and exclusions, covering buildings and materials in the course of construction,

reconstruction or renovation. The Builder's Risk policy shall be endorsed to add Contractors of any tier as additional insureds, as their interests may appear. The contractor's responsibility for damages resulting from earthquakes as defined in Public Contracts Code section 7105 are covered by an internal self-fund (Seismic Fund) managed by the Owner. Unless required otherwise by Owner, claims under Builder's Risk insurance and/or Seismic Fund are subject to a deductible amount which is identified in the General Conditions and Supplementary General Conditions. The responsible Contractor, Subcontractor, or Sub-Subcontractor shall pay the deductible amount. All Builder's Risk losses will be adjusted with and payable to the Owner or the Designee for the benefit of all parties as their interest may appear.

The Owner shall not be responsible for loss or damage to, or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tool or personal effects, owned or rented to or in the care, custody, and control of any Contractor, Subcontractor or Sub-Subcontractor.

7.0 CLAIM PROCEDURES

This section describes the basic procedures for reporting various types of claims: workers' compensation, general liability, and damage to the project. A claim kit will be provided to all Participating Contractors. It will include details about claim reporting and is intended for use at the job site.

7.1 Workers' Compensation Claims

The main responsibility for any Contractor and Subcontractor is first to see that the injured worker receives immediate medical care. Next, you should notify the on-site Contractor's Safety Supervisor immediately in the event of a serious injury or accident.

An Employers First Report of Injury (Form 5020) must be completed and submitted to the on-site safety representative, along with the DWC-1 (Employee's Claim) and the Supervisors Report of Injury Form.

The OCIP Program Manager will provide claims kits to all Participating Contractors. These kits will include all the necessary claim forms and specific instructions for filing claims. Additional kits or claim forms may be obtained from the OCIP Program Manager.

The Owner and their insurer will arrange with preferred medical providers for treatment of all minor or non-life threatening injuries. A list of the providers will be provided to all Participating Contractors.

Participating Contractors must designate a representative at the site to take injured employees to the medical center, and to report the claim. This individual should remain with the injured employee at the center while he/she is being treated. The treating physician should provide a written description of whether or not the injured worker can return to work, a list of restrictions, if any, and the estimated length of time he/she will stay on modified duty.

The Owner and Owner's insurer will arrange with the local 911 emergency ambulance services for response to any serious traumatic life threatening injuries.

7.2 General Liability Claims

Accidents at or around the job site resulting in damage to property of others (other than the Work itself), or personal injury or death to a member of the public, must be reported immediately to the on-site Contractor's Safety Supervisor. A General Liability Loss Notice

CLAIMS PROCEDURES

(Accord Form 3) shall be completed and delivered within 24 hours to the OCIP Program Manager.

Contractors and Subcontractors shall not voluntarily admit liability and shall cooperate with the Owner or insurer representatives in the accident investigation.

If your firm receives notice of a claim, or forthcoming lawsuit, or is served with a lawsuit arising out of your involvement with this project, please forward a copy of the documentation to the OCIP Program Manager (*See Section 2.0: Project Directory for Contact Information*).

7.3 Property Claims

Immediately report any damages to your Work or the Work of any other Contractor/Subcontractor to the on-site Contractor's Safety Supervisor. In addition, complete the Property Loss Notice (Accord Form 1) and submit it to the OCIP Program Manager within five days of the occurrence.

Contractor and/or Subcontractor shall be held responsible for any applicable deductible as outlined in Section 4.6.3 of this Manual.

7.4 Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Contractor and Subcontractor to report accidents involving their automobiles to their own insurers.

In addition to reporting the claim to own insurer, each Contractor and Subcontractor shall report all accidents occurring in or around the job site to the on-site Contractor's Safety Supervisor. These accidents will be investigated with regard to any liability arising out of the Project construction activities that could result in future claims. Each Contractor and Subcontractor shall cooperate in the investigation of all automobile accidents.

PROJECT FORMS

SECTION

8

8.0 PROJECT FORMS

- Form A: **Contractor Enrollment Form – ONLINE SUBMISSION REQUIRED**
- Form B: **Insurance Cost Worksheet – ONLINE SUBMISSION REQUIRED, FORM ATTACHED FOR REFERENCE**
- Form D: **Monthly On-Site Payroll Report – ONLINE SUBMISSION REQUIRED**
- Form E: **Notice of Work Termination – ONLINE SUBMISSION REQUIRED**
- Form F: **Notice of Subcontract Award – ONLINE SUBMISSION REQUIRED –Use to notify Alliant for all new subcontractors.**
- Exhibit 1: Sample Certificate of Insurance

For Access to the Alliant WrapX system, please contact:

Rob Retzlaff

Office: 213-270-0126

rretzlaff@alliant.com

Alliant WrapX Enrollment Process

- Enrollment into the project will be completed online.
- You will receive access to the online system: Alliant WrapX, within three days after Alliant has been notified of your awarded contract.
- Please contact the Wrap Administrator if you have not been given a login ID and Password
- Link to the Contractor Portal: <https://alliantwrapx.alliantinsurance.com/ContractorPortal>
- After logging into the system, find your newly awarded contract under the Awarded Contracts window.

Awarded Contracts			Alerts
Project	Contract#	Enrollment Status	Submit
VUE Project	Test-000	Complete Enrollment	No rec
BBQ-test	Test-Con2	Complete Enrollment	
CSSI Test Project	TP1001-001-001	Complete Enrollment	

- Click on [Complete Enrollment](#) to begin the process
- The enrollment wizard will start on the Review page. Any section that is not compliant will be listed in **Red**. Click Edit to begin updating that section, and continue through the enrollment wizard by clicking Next

Home							
Review							
Contract Information Edit							
<ul style="list-style-type: none"> Contract description is required. 							
Project	CSSI Test Project						
Parent Contractor	New Alpha Contractor - Test						
Contract #	TP1001-001-001						
Contract Status	Incomplete						
Contract Start Date	08/01/2011						
Contract End Date	12/31/2012						
Contract Value	\$3,000,000.00						
Contract Description							
Address Information Edit							
Address Type	Address Line 1	Address Line 2	City	State	ZipCode	Primary	
Administrator	Office Address	A102	CA	CA	44100	✓	

- Please see the required information listed below so you can have all the information ready when you are attempting to enroll.

PROJECT FORMS – <Project Name>

Required Information for Online Enrollment

Required Information		Help
1	Contractor name	May include type of company: Corporation, LLC, etc...
2	Parent contractor name	Name of company you are contracted with
3	Contractor Federal ID Number	Check Alliant data and update
4	Start Date at project site	Day physical work starts at jobsite
5	Estimated completion date	Can be an estimate
6	Contract Value	
7	Contract Description	Scope of work
8	Contractor Address	Physical address of office. Any P.O. Box should be entered under Mailing address
9	Contractor Main Phone and Fax numbers	
10	Contractor Primary Contact Name	
11	Contact position	
12	Contact phone and fax numbers, and email address	Email is preferred method for communication
13	Contractor Payroll Contact Name	Can be the same as the Primary Contact
14	Payroll Contact phone and fax numbers, and email address	Email is preferred method for communication
15	Workers' Compensation Class Codes to be used on job	Can be found in your company WC rate pages
16	Estimated Man hours and Payroll	Required for enrollment
17	Risk ID #	Also called Rating Board file #
18	Rating Bureau	NCCI or WCRIB or similar name
19	Experience Modifier (EMR)	Can be found in your company WC rate pages
20	WC Offsite Carrier	Corporate WC carrier name
21	WC Offsite Policy #	Corporate WC policy number
22	WC effective date	Corporate WC effective date
23	Policy Expiration Date	Corporate WC expiration date
24	If any work is subcontracted out, please include information about subcontractors so enrollment can be started for each contractor	At a minimum: Contractor name; estimated start date; contact name, email and phone number; and contract value for subcontracted work.

PROJECT FORMS – <Project Name>

INSURANCE COST WORKSHEET**Section I: Contract/Bid Information**

Contractor Name:	Alliant Assigned Contract #
Gross Contract Value(including insurance cost): \$	Net Contract Value(excluding insurance Cost): \$
Estimated On Site Payroll: (Auto-fill from Section II) \$	Estimated Work Hours: (Auto-fill from Section II)

Section II: Calculate your insurance premium.

WC Trade Classification	WC Class Code	Work Hours	Estimated Payrolls*	Current WC Rate	Premium = Est. Payrolls x WC Rate
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

Attach separate worksheet if more codes apply.

* Use Project Site Payroll only to calculate Total Insurance cost.

* Use Project Site Payroll only to calculate Total Insurance cost.		Total Manual Premium		\$
		x Experience Mod		
		= Modified Premium		\$
Description		Rate	Modified \$	Running Total
	+ OR -		\$	\$
	+ OR -		\$	\$
	+ OR -		\$	\$
	+ OR -		\$	\$
= Total WC Premium				\$
WC Premium Rate (Cost/Payroll)				\$

General Liability Do you have a Large Deductible Program? ☐ Yes

Current Rate	Factor 100/1000	Payroll OR Receipts	Premium
		\$	\$
Deductible Amount:	\$		

Excess Liability Is your Excess coverage Auditable (Flat)? ☐ Yes *

Current Rate	Factor 100/1000	Payroll OR Receipts	Premium
		\$	\$

O & P % (Overhead and Profit Percentage)	%	\$
TOTAL INSURANCE COST		\$
Insurance Rate (Cost/Payroll)		\$

*Please be sure to attach your applicable WC, GL and Umbrella/Excess rate pages so that we may verify the information supplied on this form.

I hereby warrant that this worksheet reflects the projected insurance cost that would apply in the event that my regular insurance program was in force at this location. I also recognize that The California State University or their Representative - Wrap-Up Administrator, Alliant, may request copies of my actual policies to confirm these costs.

Signature: _____ Date: _____
 Name: _____ Title: _____

PROJECT FORMS - <Project Name>

EXHIBIT I - SAMPLE CERTIFICATE OF INSURANCE**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broker Name Broker Address		CONTACT NAME:	
		PHONE (A/C No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Subcontractor Name Subcontractor Address			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL #			EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
GENL AGGREGATE LIMIT APPLIES PER:								
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			AUTO #			COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	Y	BODILY INJURY (Per person)					
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS		BODILY INJURY (Per accident)					
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident)					
B	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	
	DED		RETENTION \$					
C	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY			WC #			WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>					E.L. EACH ACCIDENT	\$ 1,000,000
			E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
			E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required).

PROJECT: [Insert Name of Project]

[Insert Name of General Contractor, Construction Manager or Design Builder], The State of California, the Trustees of the California State University, The University, their officers, employees, representatives, volunteers, agents, and any other parties required by contract are added as additional insureds to the above liability policies on a primary and non-contributory basis following the terms of the contract. General Liability and Worker's Compensation are for off-site coverage only. [Excluded Parties' certificates should state "All coverages are for on-site and off-site."] Waiver of subrogation applies per contract terms. [Attach relevant endorsements.]

CERTIFICATE HOLDER**CANCELLATION**

[INSERT NAME OF PROJECT] c/o Alliant Insurance Services, Inc. 333 S. Hope Street, Suite 3750 Los Angeles, CA 90071	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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The California State University Owner Controlled Insurance Program (OCIP)

Safety Manual

Revised May, 2016



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I. PROJECT SAFETY POLICY

Each contractor will supervise and direct the work, using its best management skills and technical expertise. The contractor is solely responsible for all construction means, methods, safety, techniques, sequences, and procedures. This includes all safety precautions and programs in connection with the work and coordination of all portions of the work. Each subcontractor, of any tier, is responsible for all safety precautions and programs in connection with the work under the prime contractor agreement.

Each prime contractor shall present a written safety program to the OCIP Safety Representative for review for conformance to this policy. This safety program will meet or exceed all applicable state, county and city laws, statutes, regulations, codes, ordinances, and orders of those governing bodies having jurisdiction over the work, including the guidelines set forth in this OCIP Safety Manual. Each subcontractor of any tier shall present a written safety program to the prime contractor unless the subcontractor adopts the prime contractor's job specific OCIP safety program in its entirety.

This document serves to provide certain guidelines for the prime contractor and subcontractor, of any tier, to establish a safe and drug-free work environment.

-Continue on to next page-

II. INTRODUCTION

Construction is a highly safety-sensitive occupation. As a result, this manual has been developed to ensure pro-active safety processes are used on this project. The prime contractor or subcontractor of any tier on this project shall have a goal to prevent injuries to all employees and the down time associated with incidents and accidents. The requirements of Cal/OSHA, state and local ordinances and this manual establish the guidelines that safety and loss prevention programs must meet or exceed.

In addition to setting minimum standards, this manual promotes safety by facilitating on-site employee safety orientations designed to promote a safe work environment.

In the event of a conflict or inconsistency between this manual and other safety standards or statute, the most stringent standard shall govern.

The information in this manual shall not alter the provisions of the Construction Agreement. In the event of a conflict or inconsistency between this manual and the Construction Agreement, the Construction Agreement shall govern.

A. General Information

The Project Safety Team's objective is to emphasize that protecting people and property are of paramount importance to the success of this project, utilizing a pro-active safety process.

The pro-active safety process is a practical approach to the prevention of accidents. The emphasis is on discovering what causes accidents and identifying where in the work processes those causes are likely to occur. Only by breaking the cycle of accident evolution can accidents be controlled.

Accident prevention is a continuing process, not a fixed program. The Project Safety Team recognizes that contractors/subcontractors, of any tier, may have their own specific safety requirements. It is the responsibility of the contractor/subcontractor, of any tier, to identify to the Project Safety Team how their program may deviate from the guidelines set forth in this manual prior to any deviation.

If a contractor or subcontractor elects to adopt its own safety policy it is the responsibility of the contractor/subcontractor, of any tier, to meet or exceed the specifications listed in the OCIP Safety Manual or to identify to the Project Safety Team how their program may deviate from the guidelines set forth in this manual.

Program deviation must be reviewed approved in advance, by the OCIP Safety Representative.

While it is the responsibility of each individual to work safely, it is ultimately the contractor's/subcontractors' responsibility to see that all rules (safety and health) and practices are followed and enforced. Active participation by contractor and subcontractors in construction safety and loss prevention programs is mandatory. Contractor and subcontractors, of any tier, must demonstrate to their employees' complete support and continuing involvement in all safety and loss prevention efforts.

Safety is not to be sacrificed for production. Safety must be considered an integral part of the planning process. The goal of the Project Safety Team, along with the contractor/subcontractors of any tier, is to eliminate accidents. The contractor/subcontractors, of any tier, are charged with the responsibility for developing, adhering to, and enforcing the safety and loss prevention program.

B. Owner Safety Committee

The project shall have an Executive Oversight Committee/Owner Safety Committee to oversee and monitor safety at an executive level. The committee will, at minimum, be comprised of executive representatives from, Alliant OCIP Safety or management, CSU Senior Management, and other stakeholders, as appropriate. This committee shall meet quarterly to discuss the overall program, the effectiveness of the safety program and to ensure coordination and consistency for safety management across the CSU sites. The responsibilities of the committee shall include:

- a. review of the safety program performance,
- b. incident review,
- c. review of environmental procedures,
- d. sharing best practices,
- e. review of accident and incident notices,
- f. review of open safety observations and program trends.

C. Project Safety Team

The Project Safety Team is the safety committee for the project. Each project shall have a committee comprised of the General Contractor, Subcontractors, Project Managers and OCIP Safety Representatives. The General Contractor shall chair this team. On a monthly basis this group shall meet to discuss the project's safety program.

The responsibilities of this committee include a review, at a minimum, of the following areas:

- a. accident and incident review from the prior month/quarter,
- b. open safety observation notices and program trends,
- c. construction plans and job hazard analyses for upcoming work,
- d. construction look ahead for planning/coordination,
- e. status of training programs and toolbox talks,
- f. status update on environmental performance commitments,
- g. review performance of the safety program,
- h. development of project specific goals and objectives.

D. Contractor's Site Specific Safety and Loss Prevention Program

The Contractor's bid shall include costs to establish and maintain a Site Specific Safety Program that meets or exceeds the requirements contained in this manual. If the OCIP Safety Manual is adopted, in addition the Contractor must supply the OCIP Safety Representative with the documented project specific safety items listed below. The Site Specific Plan must be submitted to OCIP Safety Representative for review at least 15 days prior to the initiation of construction activities.

Documented Project Specific Safety Items:

- a. assignment, accountability and 24-hour contact information of personnel responsible for safety on the project,
- b. scope of work evaluation,
- c. Site Logistics Plan,
- d. Fire Prevention Program,
- e. Emergency Response and Evacuation Plan,
- f. Public Protection Plan.

If a contractor or subcontractor undertakes any construction or demolition activities not covered by this program, an activity specific plan must be submitted to the Contractor for the project prior to commencement of work.

Contractor/subcontractors, of any tier, are solely responsible for carrying out their safety and loss prevention program. Therefore, the Project Safety Team requires that the contractors and subcontractors designate a competent on-site employee to carry out this responsibility. This employee is directly responsible for ensuring that their program and employee actions comply with the minimum safety standards required by state and local codes and regulations, and the safety guidelines set forth in this manual.

Alliant Insurance Services will monitor the project Site Specific Safety Plan.

The Alliant On-Site Safety Representative is a technical advisor to CSU OCIP project management and is a resource to the contractors/subcontractors on-site. The Contractor on-site Safety Representative is responsible for monitoring compliance with all policies and procedures established for the project.

E. Drug Free Work Environment

Resulting from the safety sensitive nature of construction, and in order to maintain a safe, healthy and efficient work environment, and to minimize absenteeism and tardiness, all Employers shall implement a Substance Abuse Prevention Policy that, at minimum, includes screening and testing as prescribed by this section.

- a. Orientation. The Contractor and/or subcontractors shall give new employees to the project a first-day employee orientation and a package of written material that includes the following information: the hazards of drugs in the workplace; advance notice of the drug and alcohol testing program; the methods of testing that will be used; notice that construction projects are considered a safety sensitive occupation and that employee(s) should expect drug testing as a result and consequences of failing the drug test. Only employees of the Contractor and its subcontractors of any tier that perform work on the site shall be subject to this policy. The Owner Safety Committee will provide the minimum content of the orientation package which may be expanded by the Contractor.
- b. Employee Consent. Each employee shall be asked to sign a document before going to work on site verifying they have received: the orientation, the notice of drug testing, and shall sign the consent to test. Employees that refuse to sign the notice & consent form shall not be allowed to work on the project site. The Contractor shall maintain a file copy of the advance notices signed by the employees.
- c. Project Posting. A notice that the project is a safety-sensitive site and that employee drug testing will be taking place shall be posted on the employee's information board alongside required DIR postings.
- d. Drug Awareness Education. Contractor and subcontractors shall periodically include in their weekly safety meetings a component on drug and alcohol awareness and hazards.
- e. Testing. All (100%) employees of the Contractor and subcontractors currently working on the project site on selected days, periodically during the course of the project, shall be required to submit to drug screening with oral swabs. CSU employees, delivery people, visitors, and others not assigned to the site shall not be tested. The screening will be administered by a testing agency provided by and paid for by the contractor as part of a Trustees allowance. Testing days will be determined by the Trustees with notice to the Contractor on the morning of the testing. When notified, the Contractor shall assemble a roll sheet of all people on-site the day of the screening. Screening will take place at the end of the work day immediately prior to workers leaving the site. All employee time including any overtime required as a result of drug and/or alcohol screening and testing consistent with the policy of this OCIP, is the responsibility of the employer of that employee/s. Contractor shall schedule the order of testing to minimize impact on the work. Workers on the roll sheet, and not present at the testing, shall be tested before their return to work.

- Negative Screening results. Negative screening results indicate neither drugs nor alcohol were detected. The employee may remain on the jobsite and is subject to future screening.
- f. **Consequences of Failing a Screening.** For non-negative screening results (positive or inconclusive) the employee may not return to the jobsite until a urine test has confirmed a negative result. A urine test shall be available to the employee at the site immediately following an inconclusive oral fluid screening. If the result of the follow-up urinalysis is negative, the test is concluded and the employee will be allowed to resume work activities. If the results of the urinalysis remains inconclusive the urine sample must be sent to a SAMSHA certified laboratory for GCMS confirmation followed by MRO review. If the test is confirmed positive the employee shall not return to the site. If the employer has a reinstatement policy in place as part of their pre-existing drug testing program, the reinstatement policy of the employer shall prevail allowing an employee to return to work as provided by the policy. The Contractor shall pay for the urine testing as a part of the Trustees drug testing Allowance.
 - g. **Incident and Suspicion Testing.** Reasonable suspicion and post-incident urine tests are required and are the responsibility of the employer / Contractor or subcontractor. Contractor shall establish a procedure and testing lab for these tests. Test results shall be submitted to the Trustees.
 - h. **Industry-Accepted On-Site Instant Drug Screening Protocol.** An industry-accepted on-site instant drug screening protocol may be used for the periodic assessment of workers, including post incident and reasonable suspicion testing, provided that all inconclusive screening results are referred to a SAMHSA (USDOT) Certified Testing Laboratory for confirmation. The test shall be capable of detecting the following drugs at cut off levels as specified.

NAME OF DRUG	SCREENING THRESHOLD (Oral)	SCREENING THRESHOLD (Urine)	CONFIRMATION THRESHOLD (Urine)
Methamphetamine	50 ng/ml	1000ng/ml	500 ng/ml
THC (Marijuana)	75 ng/ml	50 ng/ml	15 ng/ml
Cocaine	20 ng/ml	300 ng/ml	150 ng/ml
Amphetamines (Amp)	50 ng/ml	1000 ng/ml	500 ng/ml
Opiates (Opi)	40 ng/ml	2000 ng/ml	300 ng/ml
Phencyclidine (PCP)	10 ng/ml	25 ng/ml	25 ng/ml

Fundamental Requirements

- a. Periodic oral drug screening protocol will be used to obtain preliminary results only and determine if there is reasonable suspicion to proceed to a urine test. A negative result on the oral periodic screen concludes the test, and it will be reported to the employer as negative. When an oral and/or urine periodic screen test is positive or inconclusive urine must be sent to a SAMHSA certified laboratory for GCMS confirmation, followed by a MRO (Medical Review Officer) review. Specimens confirmed positive by the MRO will be reported to the employer. If the initial test was performed using urine, then the split specimen used for screening will be used to send to the lab for confirmation. For post-incident and reasonable suspicion tests, a breath alcohol test will be included consistent with US DOT requirements for breath alcohol testing. (See 49CFR Part40).
- b. Contractor shall implement and enforce a policy that prohibits the possession, distribution, promotion, manufacture, sale, use or abuse of illegal and unauthorized

drugs, drug paraphernalia, controlled substances and alcoholic beverages by Employees, agents or any person otherwise under the control of the Employer, including Employees and agents of Subcontractors and consultants while on the work site, or while otherwise covered by the OCIP while working on the Project. Further, Employees shall be prohibited from reporting to the premises under the influence of drugs or alcohol.

- c. The Policy must apply to all personnel, including but not limited to regular, part-time, probationary, casual and contract Employees of the company, as well as to Employees and agents of Subcontractors and consultants. The Employer shall take whatever legally permissible steps that are necessary or appropriate to enforce compliance with this policy.
- d. Employees governed by this policy may possess a prescription medication in its original container and prescribed for current use of the person in possession by an authorized medical practitioner provided that the Employee taking the prescription medicine performs no duties which may affect the Employee's work ability (particularly their alertness and coordination), safety and the safety of others. In the event of a report of such a prescription to the MRO, the MRO may advise the employer accordingly. Because marijuana remains illegal under Federal Law, medical marijuana cards or prescriptions permitting their use will not be allowed by workers on this project.
- e. At a minimum, any worker covered under OCIP shall be subjected to pre-project drug orientation and consent to drug testing in accordance with the OCIP Safety Manual
- f. The cost of all post incident and reasonable suspicion testing shall be the responsibility of each employer of the affected employee.
- g. Any worker covered under OCIP shall be drug and alcohol tested in accordance with the provisions of the OCIP program when involved in any type of incident, requiring third party first aid, a clinical visit and/or resulting in property damage is in excess of \$ 500 dollars.
- h. Any employee who refuses to take a drug screen or alcohol test in accordance with the terms of the contract shall be removed from the project and not allowed back on the project for a period of six (6) months and must consent to be drug screened before commencement of work.

F. Return to Work Program

Each Employer shall have a written Early Return to Work Program that shall be implemented on this project unless specifically prohibited by the terms of a Collective Bargaining Agreement. Following are basic guidelines for the Contractor to establish Early Return to Work (transitional duty) assignment for injured workers.

Benefits

- a. Effectively impacts the Employer's Experience Modification Rating and contributes to reduced insurance premiums,
- b. May eliminate the need for vocational rehabilitation,
- c. Boosts Employee morale and demonstrates that the Employer wants to cooperate with the injured worker,
- d. A worker on transitional duty can be of value to an Employer if there is an alternative plan or job description available.

III. RESPONSIBILITIES

A. Contractor Responsibilities

1. Expectations

Contractor and subcontractors, of any tier, have the explicit responsibility to perform work in accordance with state and local laws, ordinances, codes, regulations and the OCIP Safety Manual, affecting Safety and Health. In the case of conflict between codes, reference standards, drawings and other contract documents, the most stringent requirements shall govern. This is in addition to compliance with the company's own requirements. Contractor and subcontractors of any tier are accountable for fulfilling the responsibilities listed in this section.

2. Safety Representatives

Each Contractor/Subcontractor of any tier shall have a designated Safety Representative available at the site assigned the responsibilities of managing all aspects of safety related to employees under their direct control.

These duties may be performed by a Field Superintendent or Foreman having the required training, experience and qualifications listed in this OCIP Manual. These employees may have duties other than safety provided appropriate adherence to state and local laws, ordinances, codes, regulations and, the OCIP Safety Manual are followed by personnel under their direct control.

If the Contractor has 75 or more combined field employees on-site, said contractor must have a dedicated Contractor Safety Representative (CSR) assigned to the project full time. The assigned person shall have no other duties other than safety.

If a Subcontractor of any tier has a total combined field work force of 75 or more employees on-site, a dedicated full time Safety Representative must be on-site to oversee Safety related items. This representative will have no other duties other than safety.

The qualifications of the dedicated Contractor Safety Representative must be submitted to the Owner Representative for approval prior to assignment to the site.

Qualifications of the dedicated Subcontractor Safety Representative must be submitted to the Contractor Safety Representative for approval prior to assignment to the site.

Approval will be based on:

- a. Construction experience,
- b. Knowledge of safety officer responsibilities,
- c. Safety training as outlined in this manual.

The Owner or Owner Representative reserves the right to direct the removal and replacement of a CSR or SSR if necessary.

The Contractor Safety Representative must have the following minimum qualifications.

- a. The CSR shall have a minimum of five (5) years of qualified project safety experience which may include time spent in the role of a superintendent/safety representative on large, similar type construction projects that are representative of the planned construction activities.
- b. Evidence of completing the OSHA 30-Hour Construction Outreach Training or equivalent within the last three (3) years.

- c. Current CPR/First Aid Certification provided by The American National Red Cross or equivalent training.
- d. Ability to stop work in the event of workplace hazards until corrective action has been implemented.
- e. Understanding of state and local laws, ordinances, codes, regulations concerning Safety and these OCIP Safety regulations.
- f. Ability to conduct appropriate incident investigations.
- g. Ability to communicate with field personnel and project staff on relevant Health and Safety items.

The Subcontractor Safety Representative must have the following minimum qualifications:

- a. The SSR shall have a minimum of three (3) – five (5) years of qualified project safety experience on similar type construction projects.
- b. Evidence of completing the OSHA 10- or 30-Hour Construction Outreach Training or equivalent with the past three (3) years.
- c. Current First Aid/CPR certification provided by The American National Red Cross or equivalent training.
- d. Ability to stop work in the event of a workplace hazard, until corrective action has been implemented.
- e. Understanding of state and local laws, ordinances, codes, regulations concerning Safety and these OCIP Safety Regulations.
- f. Ability to conduct appropriate incident investigations.
- g. Ability to communicate with field personnel and project staff on relevant Health and Safety items.

3. On-Site Safety Representative or Designee Responsibilities

Specific responsibilities of the safety designee or dedicated safety representative include, but are not limited to the following:

- a. Employee Safety Orientation and Training
 - o Conduct safety and drug testing and awareness orientation sessions for employees new to the site, prior to their beginning work
 - o Participate in weekly tool box safety meetings; assist field supervisors, as requested, with meetings. **These meetings shall include at a minimum two (2) hours of drug awareness education over the duration of the project.**
 - o Conduct weekly supervisor safety meetings.
 - o Instruct supervisors on safety rules and regulations.
 - o Instruct employees on the proper use and care of personal protective equipment.
 - o Instruct employees concerning special procedures (e.g. lock-out, excavation, confined space entry, etc.) as required by OSHA or this manual.
 - o Conduct hazard communication training.
 - o Conduct respiratory training as required.
 - o Conduct emergency evacuation training.
- b. Record Keeping
 - o Complete Cal/OSHA, state, federal, company and project specific reports.
 - o Complete accident investigation reports.
 - o Complete inspection reports.
 - o Maintain training documentation.
 - o Complete and process OCIP safety and health reporting requirements, which includes but is not limited to inspections, incident / accident reports and training logs.
- c. Safety Standards, Rules and Regulations Enforcement
 - o Authority to stop work.

- Authority to take immediate corrective action.
- Implement, maintain, and update, as required, conditions and project site specific safety policies and procedures.
- Interpret and implement site specific safety policies and procedures.
- Demonstrate, by example, proper safety behavior.
- d. First Aid/ Medical Treatment
 - Ensure first aid supplies are adequate.
 - Investigate accidents and complete or obtain accident reports.
 - Coordinate transportation of employees with minor injuries to contractor's first aid station or designated medical facility.
- e. General Responsibilities
 - Keep the Contractors Safety Representative (CSR) and the Project Safety Team apprised of any safety related problems that have or may develop.
 - Conduct work area safety inspections and forward results to the (CSR)/ or Project Safety Team.
 - Conduct investigations of all accidents and incidents and forward reports to the CSR or Project Safety Team.
 - Compile OSHA statistical information and copy the OCIP Safety Team.

4. Orientation

One of the requirements of all contractors/subcontractors and their safety representative or designees is to ensure that a complete basic safety orientation is conducted for all their employees new to the site. A Project Orientation by the Contractor is required before an employee can receive a project ID and enter the field. The purpose of the orientation is to provide employees awareness of what they can expect and what is expected of them on site.

Scope

At a minimum, the orientation should include:

- a. Drug testing policies and consent form signed by the employee.
- b. Employee safety requirements and policies.
- c. Site Specific Safety and Health rules.
- d. Permitting procedures, including work permits, excavation, confined space entry, lock-out, etc.
- e. Hazard communication.
- f. Emergency alarms and evacuation procedures.

5. Documentation

All employees will complete and sign a Safety Orientation and drug testing consent form supplied by the contractor. Upon successful completion the employee will receive a hard hat sticker with an identification number to be worn on the employees hard hat at all times while on the project. Documentation of successful orientation and identification of said employees will be kept by the CSR, and be available upon request by the Trustees or OCIP Safety Representative.

6. Facility

The Contractor will facilitate the project orientation and provide an appropriate meeting place on site for use in conducting the orientation sessions.

7. Record Keeping

Proper documentation and record keeping of safety and related functions are essential. All required documentation needs to be maintained on site, available to the Trustees or OCIP Safety Representative upon request. The Contractor's or Subcontractors Project Manager is

responsible for ensuring that record keeping and related requirements are accurate and up-to-date.

8. Accident and Incident Investigations

a. Accidents

All accidents which result in first aid treatment must be investigated by the contractor's or subcontractor's safety representative or designee and documented on a project Accident Investigation Report. The report must be completed and submitted to the CSR if it involves a subcontractor and to the Owner Safety Representative if it involves employees of the Contractor.

b. Major Accidents

Only after appropriate actions have been taken to assure the safety and care of personnel and/or property:

- Immediately notify the Owner Safety Representative, Project Safety Team and the CSR of all major accidents.
- All accidents resulting in a lost time injury, fatality, or damage to property or equipment shall be investigated by the contractor's or subcontractor's field supervisor or safety representative. A representative of the OCIP Safety Team may join in the investigation.
- A thorough in-depth accident investigation should include, but is not limited to the following:
 - An analysis of the accident.
 - A documented signed witness statement.
 - Accident scene photographs, sketches, and drawings.
 - Recommendations to prevent re-occurrence.
- Forms to be utilized for accident investigation reporting may include:
 - Project Accident Investigation reports.
 - First Report of Injury.
 - Report of Disabling or Fatality, or other equivalent materials.

c. Incidents

All incidents, whether they involve injury or not (near miss) must be investigated by contractors or subcontractor's representative or designee and documented.

9. Emergency Response

a. All jobsite emergencies must be reported immediately to the CSR, and OCIP Safety Representative. Incidents or injuries could include but are not limited to the following:

- Medical emergencies (e.g., amputations, thermal or chemical burns, unconsciousness, electrocution, poisoning, breathing difficulties, traumatic impact).
- Fatalities.
- Bomb threats.
- Workplace violence.
- Civil disturbances.
- Hazardous materials incidents.
- Environmental contamination.
- Property/utility damage.
- Pedestrian injuries.
- Structural failures and collapses.
- Crane failures/Hoisting incidents.
- Suspicious activities, items or deliveries.

- Vehicular accidents on or immediately adjacent to the project site during working hours.
- Any other known events that would potentially impact the health and safety of those working at the site or the general public.
- b. Jobsite emergency telephone numbers shall be posted on the jobsite bulletin board.
- c. A local street map clearly identifying the project and active entrances shall be maintained and posted on the jobsite bulletin board by the Emergency Telephone Numbers.
- d. In the event that there are no hard-wire ("land line") telephones available at the project site, the Contractor shall identify and post an alternate number (in addition to 911) to be used to contact emergency service providers via cell phone. This is necessary, as dialing 911 on a cell phone does not always provide a direct connection to local Emergency Services.

10. Emergency Action Plan

The Contractor shall develop an Emergency Action Plan for the site, to be followed by all trades associated with the project. The Contractor shall submit to OCIP Safety Representative prior to the start of work, a comprehensive and enforceable Emergency Action Plan addressing, at a minimum, locations of all emergency egress routes, emergency vehicle access routes, alarm systems, evacuation routes, post-evacuation assembly locations and personnel accounting, response to medical emergencies and incident.

The Contractor shall review and revise this plan based upon any changes in the scope of work, existing site conditions, or the intended method of execution.

The Emergency Action Plan shall be communicated to all first-line supervisors, and shall be posted throughout the jobsite and contractor shanties, and communicated to workers during the Safety Orientation and weekly safety meetings.

Each Contractor shall maintain the following documents at their jobsite, and shall make available to all responders:

- a. 24 hour contact list for project supervisory staff.
- b. Site plans identifying stairs, scaffold stairs, hoist, flammable and combustible storage, compressed gas cylinder storage.
- c. Copies of Material Safety Data Sheets.

11. Emergency Notification (Fire or Medical)

- a. Call 911 or the Local Emergency Services. At minimum caller should provide:
 - Location of accident or incident,
 - Location and number of injured worker(s) (Medical),
 - The body part affected (Medical),
 - Cause of injury (Medical),
 - Company working for,
 - Call-back cell phone number,
 - Caller name.
- b. In case of fire in any building:
 - Evacuate the immediate area, and
 - Activate the fire alarm system (if available), and
 - Call the Fire Department.

- c. For fire outside of buildings:
 - o Evacuate the immediate area, and
 - o Call the Fire Department.

12. Security – Personnel Parking, Identification Procedures, Vehicles, Delivery

- a. All construction project access will be through the entrances as detailed in the approved site logistics plan.
- b. Employees must park in the designated construction parking areas. No parking will be permitted in un-designated areas. Violation of this policy may result in the vehicle being towed at the vehicles owners' expense.
- c. All visitors shall check in and sign in with an appropriate site representative.
- d. Overtime and weekend work must be scheduled and coordinated with the appropriate Owner Representative.
- e. All new hires are to report to the appropriate contractor's hiring trailer or facility.
- f. Following project orientation, sign off, and receipt of the required identification sticker, the employee shall proceed to his/her work location or trailer on the construction site.

13. Safety Observations

The OCIP Safety Representative will complete a written Project Safety Summary Report Form, to be provided to the contractor. A Project Oversight Observation Form, containing work activities, recommendations and observations that are not in compliance with the project's safety policies and procedures, will be left on-site and reviewed with a Contractor Safety Representative, if one is available, prior to the OCIP Safety Representative leaving the site. If a contractor or subcontractor receives a Safety Observation that has not been documented as corrected on the Observation form, said employer shall immediately correct the hazard noted, and document the corrective action, or reason for delayed abatement and return the form to the OCIP Safety Observer listed on the top of the report form, within 48 hours.

Subcontractor safety observation corrective action forms must also be submitted to the Contractor Safety Representative (CSR).

The Project Safety Summary Report and Project Observation Forms are listed in the Appendix of this document.

The OCIP Safety Representative reserves the right to audit the project site at their discretion. Project specific check-in policies should, and are expected to be followed by all OCIP Safety Representatives. Surveys made of jobsite premises and/or operations by the OCIP Safety Representative, are not intended to detect all potential causes of loss, code violations, or exceptions to good practice and does not relieve the Contractor/Sub-Contractor of any responsibilities to identify and correct unsafe practices or conditions. CSU or Alliant Insurance Services assume no liability because of conducting or providing such service.

B. Subcontractor Responsibilities

Subcontractors of any tier are responsible for complying with the safety requirements outlined by both the OCIP Safety Manual and the contractor, even though some of the requirements may be above and beyond the subcontractor's own safety policies and applicable requirements.

Subcontractors of any tier are responsible for the administration of the site safety and security procedures, including but not limited to:

- a. Providing a list to the Contractor of all competent or qualified personnel required for their scope of work,

- b. Providing the names of all CPR/First Aid employees on site,
- c. Providing the Contractor with a list of all hazardous materials or items used on-site with all updated MSDS sheets,
- d. Providing a list of supervisory personnel including off duty contact information,
- e. Adequately identifying tools and equipment,
- f. Securing all tools and equipment at the end of the shift to prevent vandalism, theft or unauthorized use,
- g. Ensuring all subcontractor employees comply with project rules and regulations,
- h. Ensuring proper identification is acceptable and displayed while on site.

1. Project Rules and Regulations

Good conduct is essential to the common good of all employees and the efficient progress of the job. Undesirable conduct including, but not limited to the following will not be tolerated and could be grounds for dismissal from the project:

- a. Unauthorized possession of any project property or material,
- b. Possession of or use of intoxicants on premises, regardless of source,
- c. Engaging in disorderly conduct,
- d. Gambling, including sale of chances,
- e. Fighting on project premises,
- f. Unauthorized sleeping on the job during working hours,
- g. Failure to wear or use required safety equipment,
- h. Failure to observe safety, sanitary or medical rules and practices,
- i. Illegal possession or use of narcotics or non-prescribed tranquilizers or pep pills on premises, or attempting to bring them on-site,
- j. Possession or use of firearms, weapons, or explosives is expressly prohibited on the project premises,
- k. Defacing or damaging of equipment, tools, material or other property of the project or contractor,
- l. Distributing or posting literature, photographs or other printed material, soliciting or attempting to solicit or collect funds without prior permission from CSU Project Management.

2. Enforcement

CSU and its OCIP safety representatives reserve the right to enforce all security and safety regulations. CSU and its OCIP representatives neither imply nor assume responsibility for safety of employees, damage, fire or theft, and contractors'/subcontractors' tools, vehicles and material.

The field supervisors have the responsibility for overall training, control, and conduct of personnel on their crew. As first line supervisors, their role in the safety and health program is crucial because they set standards by which their employees work.

The field supervisors' safety responsibilities include, but are not limited to:

- a. task specific safety training,
- b. safety inspection,
- c. toll box safety meetings,
- d. accident investigation,
- e. Pre-Task Planning/Daily Briefing.

Every work operation should have a **Pre-Task Plan, Job Hazard Analysis** to identify work operations, potential hazards, and control of hazards through engineering controls and/or

through PPE (Personal Protective Equipment). JHA's are to be completed by a supervisor familiar with the task to be performed.

3. Daily Briefing

Each Contractor and Subcontractor shall conduct a pre-shift production and safety meeting at the start of each shift. A daily briefing form should be utilized to discuss and review the day's operations with each trade signed by all participants. This form should be an original signed by all participants and made available to the Contractor Safety Representative or OCIP Safety Representative upon request.

C. Project Safety Team

The Project Safety Team is devoted to generating and maintaining a high level of commitment for safe operations among all personnel assigned to the project site. Responsibilities and duties of the Project Safety Team include, but are not limited to, the following:

- a. Compile, follow-up, and maintain safety performance statistics for the project,
- b. Communicate above information to the project's senior management to ensure they are informed and involved in the safety program,
- c. Keep apprised of new regulations and developments to keep the safety policies and procedures current and effective,
- d. Conduct safety surveys of contractors' and subcontractors' activities to observe safety performance and make appropriate recommendations,
- e. Review and communicate methods and procedures to foster the highest level of accident prevention performance possible. Provide such information to the safety representative or designee,
- f. Assist with special consulting, training, etc., to the contractors and subcontractors regarding problems and challenges that may arise on the project,
- g. Assist with the prime contractors' employees' project orientation,
- h. Conduct accident investigations, if required,
- i. Administer the project Safety Incentive Program, if one is implemented,
- j. Review all accident investigation reports to ensure thorough investigations were conducted to control future accidents,
- k. Disseminate safety bulletins,
- l. Distribute written information to the safety representative or designee regarding new pro-active requirements, regulations or developments in safety,
- m. Review and evaluate contractors' safety meeting minutes when applicable to ensure that quality safety meetings are held,
- n. Provide this safety manual, other written safety information, posters, etc., as needed,
- o. Assist with coordination of public and regulatory agencies when applicable.
- p. Provide the availability of OSHA 10- and 30-hour OSHA Construction Outreach Training and other pertinent safety related awareness courses to Owner Representatives, Contractor Personnel and Subcontractor employees. Training would be conducted exclusively at the discretion of the Project Safety Team.

IV. SAFETY AND HEALTH PROCEDURES

The safety procedures established for this project are based on current work activities. Future work activities may require the development of additional safety procedures or clarification of existing policies and procedures.

It is the responsibility of each employee to work in a safe manner. However, it is ultimately the contractor's and subcontractor's responsibility to see that all safety and health rules and practices are followed.

Safety is never to be sacrificed for production. The safety goal for this project is to prevent accidents.

A. Administrative Requirements

Employers must meet certain administrative requirements that may include Cal/OSHA, local or city regulations, including specific registration, permitting certification, record keeping, and posting of information in the workplace.

Documents required at the jobsite could include but are not limited to the following:

- a. IIPP Program,
- b. Code of Safe Practices,
- c. All Cal/OSHA requires permits or certifications,
- d. Respiratory Protection Program,
- e. Heat Illness Prevention,
- f. Fall Protection plan,
- g. OSHA Log 300,
- h. Lock-out/block out activity records,
- i. Training/Inspection Records.

Postings could include but are not limited to the following:

- a. Cal/OSHA poster "Safety and Health Protection on the Job",
- b. Code of Safe Practices,
- c. Emergency phone numbers,
- d. Employee access to medical records,
- e. Hazard warning signs,
- f. Operating permit for air tanks,
- g. Operating rules for industrial trucks.

B. Aerial Devices and Elevating Work Platform

- a. Only authorized personal may operate aerial devices.
- b. Aerial devices must not rest on any structure.
- c. Controls must be tested before use.
- d. Workers must stand only on the floor of the basket. **No planks, ladders or other means are allowed to gain greater heights.**
- e. A fall protection system must be worn and attached to the boom or basket.
- f. Brakes must be set when employees are elevated.
- g. Belting off to an adjacent pole, structure or equipment while working from an aerial device is not permitted.
- h. An aerial lift must not be moved when an employee is on the elevated boom platform unless the operating conditions listed in Cal/OSHA 8CCR: 3648 (I) or manufacturer's specifications are met. Employees must adhere to the most stringent standard.

C. Elevating Work Platforms (Scissor Lifts)

- a. The platform deck shall be equipped with a guardrail or other structure around its upper

periphery. Where the guardrail is less than 39 inches high, a personal fall protection system is required.

- b. The platform shall have toe boards at sides and ends.
- c. Unless recommended for such use by the manufacturer, no elevating work platform shall be used on any inclined surface.
- d. The following information must be displayed on the device:
 - o Manufacturer's name, model, and serial number.
 - o Rated capacity at the maximum platform height and maximum platform travel height.
 - o Operating instructions.
 - o Cautions and restrictions.
 - o Devices must be designed to applicable (ANSI) standards.

D. Airborne Contaminants & Dust

The employer must control employees' exposure to airborne contaminants and employees' skin contact. Airborne contaminants suspended in the air can exist in different forms including gases, vapors, and particulates (particles of either liquids or solids).

Airborne contaminants must be controlled by:

- a. Applying engineering controls.
- b. Removing employees from exposures to the hazard and by limiting the daily exposure of employees to the hazard.
- c. Providing respiratory protection equipment whenever such engineering controls are not practicable or fail to achieve full compliance.
- d. Asbestos is to be handled only by qualified and certified personnel,
- e. Contractor must determine the existence of asbestos in buildings/building materials prior to any work activities.
- f. Abatement contractors must be approved in accordance with state, federal, and local requirements for removal and disposal of asbestos containing material (ACM) and encapsulation.
- g. If there is discovery of ACM or PACM in the employees' working area, all work shall be stopped in such areas until appropriate personnel have been notified, and the decision has been made by appropriate qualified or certified personnel that work in the area is safe to proceed.

E. Air Compressors

- a. Employers must obtain a DOSH permit for the air tanks or air compressors operated at a work site. Exception: No permit is required for tanks with a diameter of less than six (6) inches., tanks equipped with a safety valve set to open at no more than 15 psi pressure, or tanks having a volume of one and half (1-½) cubic feet or less with a safety valve set to open at no more than 150 psi.
- b. Warning signs are required for electric air compressors equipped with an automatic-start function.
- c. Safety valves must be popped weekly.
- d. Air tanks must be drained per manufacturer's recommendation.
- e. Fans shall be guarded with a shroud or side screens.
- f. Portable air compressors on wheels must be prevented from rolling.

F. Barricades

- a. Barricades shall be erected wherever necessary to warn or protect people against falling in, through or off.

- Barricades must be suitable for the area of use in accordance with state, local, or contractor and project requirements (i.e., blinker type barricade or protective barricade to provide physical protection from falling).
- b. To ensure the safety of the general public, the Contractor/Subcontractor shall provide and maintain adequate protection, such as chain link fences, gates and barricades, to separate work activities as required by the activity or from areas outside jobsite limits.
- c. Barricades/fences are to be placed around all construction trenches. Barricades could include construction type caution tape within fenced construction areas of the site. Construction tape must be offset from trench excavations a minimum of three (3) feet and visible above spoil piles.
- d. Red warning tape/signs shall only be used where an immediate hazard exists.
- e. All employees shall be instructed that danger signs or red danger tape indicates immediate danger and that special precautions are necessary.
- f. Yellow warning tape/signs should be used to indicate a potentially hazardous situation that could result in death or serious injury.
- g. All employees shall be instructed that caution signs/tape indicate a possible hazard against which proper precaution should be taken.
- h. General safety signs shall be used where there is a need for general instruction and suggestions relative to safety measures.
- i. Portable fencing shall be installed around construction work areas, contractor storage areas, and contractor's heavy equipment if they are not otherwise protected within the confines of the Project's perimeter barricade.
- j. Portable fencing shall be installed/braced to prevent it from blowing over during windy conditions.
- k. Base supports of portable fencing shall be installed/placed to eliminate tripping hazards when fencing is placed adjacent to sidewalks and walkways.
- l. The Owner's Authorized Representative reserves the right to prohibit use of, temporary fence panel systems that require the use of a tubular or pedestal base support system that presents a potential trip hazard to pedestrians.

G. Code of Safe Practices

The Code of Safe Practices is a set of work site rules that stipulate how to perform job duties safely and to keep the work site safe. The following are selected requirements:

- a. The employer must develop and adopt a written Code of Safe Practices.
 - It must be specific to the employer's operations.
 - It must be posted at each jobsite office or be readily available at the jobsite.
- b. Workers, when first hired, shall be given instructions regarding the hazards and safety precautions and directed to read the Code of Safe Practices.
- c. Supervisors shall conduct toolbox or tailgate safety meetings, or equivalent, with their crews at least every seven (7) working days to emphasize safety.
- d. Each Contractor/Subcontractor supervisor or foreman shall conduct a pre-shift production and safety briefing prior to the start of each shift. Documentation of said briefing should be signed by all participants and made available to the Contractor or Owner's Safety Representative upon request.

H. Concrete Construction

Injuries and illnesses common to the concrete construction industry include: Burns, rashes, and skin irritation, silicosis and respiratory disease, broken bones, lacerations, and crushing caused by falls from elevated work surfaces.

Because the hazards associated with concrete construction are great, employees must use appropriate personal protective equipment and conform to safe work practices.

1. Placement of Concrete

- a. Concrete pumping equipment and placing booms shall be set-up and operated according to manufacturer's guidelines and the Title 8 Safety Orders.
- b. The manufacturer's operation manual shall be maintained in legible condition and shall be available at the jobsite.
- c. Controls in the equipment shall have their function clearly marked.
- d. Operation of concrete placing booms in proximity of overhead high-voltage lines shall be in accordance with Article 37 of the High-Voltage Electrical Safety Orders.
- e. Equipment shall be inspected by a qualified operator prior to daily use and the inspection must be documented.

2. Masonry Construction

All masonry walls more than eight (8) feet high must be braced to prevent overturning and collapse unless the wall is adequately supported through its design or construction method. The bracing shall remain in place until permanent supporting elements of the structure are in place.

A limited access zone (LAZ) shall be established whenever constructing a masonry wall, and it must be established before the start of construction.

- a. The LAZ shall be established on the un-scaffold side of the work area.
- b. The width of the LAZ shall be equal to the height of the wall to be constructed plus four (4) feet and shall run the entire length of the wall.
- c. The LAZ shall be entered only by employees actively engaged in constructing the wall. The LAZ shall remain in place until the wall is adequately supported to prevent collapse, unless the height of the wall is more than 8ft., in which case the LAZ shall remain in place until regulatory requirements have been met.

I. Control of Employee Exposure from Dust Generated by Concrete or Masonry

During operations in which powered tools or equipment are used to cut, grind, core, or drill, concrete or masonry materials, a dust reduction system shall be applied to effectively reduce airborne particulate.

Safety and effectiveness of dust reduction systems

- a. Procedures shall be implemented to ensure that dust reduction systems maintain their effectiveness for dust reduction throughout the work shift.
- b. Dust reduction systems shall be installed, operated, and maintained in accordance with manufacturer's recommendations to the extent they exist.
- c. Local exhaust ventilation systems shall be designed, tested, maintained, used, and the waste materials they collect disposed of, in compliance with applicable requirements of sections 1530 and 5143 of The Cal/OSHA Safety Orders.
- d. Where electrical tools are used with water as a dust reduction system, this shall be done in accordance with applicable requirements of the Electrical Safety Orders.
- e. Exceptions are applicable only to the areas or work processes listed in The Cal/OSHA Construction Safety Orders, 8CCR: 1530.1.

J. Precast, Pre-Fabricated Concrete Construction, Tilt-Up, Panels

- a. An erection plan, addenda, and procedure shall be prepared by or under the direction of a professional Engineer registered in California.
- b. The erection plan, addenda, and procedure shall be available at the jobsite.

- c. Job inspections shall be made by the responsible engineer (or representative) during the course of erection.
- d. Proposed field modifications shall be approved by the responsible engineer.

K. Rebar and Other Impalement Hazards

- a. Employees working at grade or at the same surface as exposed protruding reinforcing steel or other similar projections shall be protected against the hazard of impalement by guarding all exposed ends that extend up to six (6) feet above grade or other work surface, with protective covers, or troughs.
- b. Employees working above grade or any surface and exposed to protruding reinforcing steel or other similar projections shall be protected against the hazard of impalement. Protection shall be provided by:
 - o The use of guardrails, or
 - o Approved fall protection systems meeting the design requirements of Article 24, of the Cal/OSHA Construction Safety Orders or
 - o Protective covers as specified in those same orders.
- c. All protective coverings must meet or exceed the protective covers specification, testing and approval of the applicable Cal/OSHA Construction Safety Standards as listed in 8CCR: 1712

L. Confined Space

Every year confined space entrants and would be rescuers die from hazards associated with confined space entry. Hazards such as oxygen deficiency, toxic and explosive atmospheres and uncontrolled energized equipment, are contributing factors to many of these unfortunate events.

In order to minimize unforeseen incidents, employers on site must:

- a. Recognize a confined space and the specific hazards associated with that space.
- b. Know and understand Title 8 California Code of Regulations (T8 CCR) 1950 - 1962 and related requirements concerning respiratory protection, fall protection, lockout/block out procedures, fire prevention, and rescue.

Confined space is defined in T8 CCR 1951 as a space that:

- a. Is large enough and so configured that an employee can bodily enter it;
- b. Has limited or restricted means for entry and exit; and
- c. Is not designed for continuous employee occupancy.

Examples of locations where confined spaces may occur include, but are not limited to, the following: Bins; boilers; pits (such as elevator, escalator, pump, valve or other equipment); manholes (such as sewer, storm drain, electrical, communication, or other utility); tanks (such as fuel, chemical, water, or other liquid, solid or gas); incinerators; scrubbers; concrete pier columns; sewers; transformer vaults; heating, ventilation, and air-conditioning (HVAC) ducts; storm drains; water mains; precast concrete and other pre-formed manhole units; drilled shafts; enclosed beams; vessels; digesters; lift stations; cesspools; silos; air receivers; sludge gates; air preheaters; step up transformers; turbines; chillers; bag houses; and/or mixers/reactors.

General Requirements

Before it begins work at a worksite, each employer shall ensure that a competent person identifies all confined spaces in which one or more of the employees it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the

elements of that space, including testing as necessary.

- a. Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed.
- b. When entrance covers are removed, the opening shall be immediately guarded by a railing, temporary cover, or other temporary barrier that will prevent an accidental fall through the opening and that will protect each employee working in the space from foreign objects entering the space.
- c. Before an employee enters the space, the internal atmosphere shall be tested, with a calibrated direct-reading instrument, for oxygen content, for flammable gases and vapors, and for potential toxic air contaminants, in that order. Any employee who enters the space, or that employee's authorized representative, shall be provided an opportunity to observe the pre-entry testing.
- d. No physical hazard or hazardous atmosphere is permitted within a non-permit required space whenever any employee is inside the space.
- e. Continuous forced air ventilation shall be used, as follows:
 - o An employee shall not enter the space until the forced air ventilation has eliminated any hazardous atmosphere;
 - o The forced air ventilation shall be so directed as to ventilate the immediate areas where an employee is or will be present within the space and shall continue until all employees have left the space;
 - o The air supply for the forced air ventilation shall be from a clean source and shall not increase the hazards in the space.
- f. The atmosphere within the space shall be continuously monitored unless the entry employer can demonstrate that equipment for continuous monitoring is not commercially available or periodic monitoring is sufficient. If continuous monitoring is used, the employer shall ensure that the monitoring equipment has an alarm that will notify all entrants if a specified atmospheric threshold is achieved, or that an employee will check the monitor with sufficient frequency to ensure that entrants have adequate time to escape. If continuous monitoring is not used, periodic monitoring is required. All monitoring shall ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere. Any employee who enters the space, or that employee's authorized representative, shall be provided with an opportunity to observe the testing results of the monitoring.
- g. If a hazard is detected during entry:
 - o Each employee shall leave the space immediately;
 - o The space shall be evaluated to determine how the hazard developed; and
 - o The employer shall implement measures to protect employees from the hazard before any subsequent entry takes place.
- h. The employer shall ensure a safe method of entering and exiting the space. If a hoisting system is used, it shall be designed and manufactured for personnel hoisting; however, a job-made hoisting system is permissible if it is approved for personnel hoisting by a registered professional engineer, in writing, prior to use.
- i. The employer shall verify that the space is safe for entry and that the pre-entry measures have been taken, through a written certification that contains the date, the location of the space, and the signature of the person providing the certification. The certification shall be made before entry and shall be made available to each employee entering the space or to that employee's authorized representative.

If an employer decides that employees it directs will enter a permit required confined space, that employer shall have a written permit space program that complies with OSHA regulatory specifications implemented at the construction site. The written program shall be made available prior to and during entry operations for inspection by employees and their authorized

representatives.

Permit Required Confined Space Programs. Should contain at minimum, the following:

- a. Measures the employer shall implement to prevent unauthorized entry.
- b. Measures to identify and evaluate the hazards of permit spaces before employees enter.
- c. Develop and implement means, procedures, and practices necessary for safe permit space entry operations and rescue if necessary.
- d. Provide all necessary equipment needed such as:
- e. Monitoring, Communication, Lighting, PPE, Ventilation, and Rescue Equipment, etc.

M. Cranes

The term crane as used in this section shall be construed to include boom trucks and similar truck-mounted cranes.

- a. Cranes and derricks exceeding three tons rated capacity shall not be used in lifting service until an approved certifying agent has certified the equipment.
- b. Current annual and quadrennial (where required) inspection certificates shall be maintained on each crane.
- c. Cranes that do not have such evidence of inspection shall not be permitted to operate on the project.
- d. Current daily and periodic inspection records shall be maintained on each crane.
- e. An approved certifying agent shall re-inspect any crane that is involved in any incident or is damaged during set-up or operation, and a new certificate of inspection issued prior to being returned to service.
- f. Only Employees authorized by the employer and trained, in the safe operation of cranes or hoisting apparatus shall be permitted to operate such equipment.
- g. Where required, Operators shall have valid evidence of current licensing or certification in accordance with state and local requirements.
- h. Operators not having such evidence where required shall not be permitted to operate applicable machinery (except under terms and conditions prescribed for Trainees by applicable regulations).
- i. Outriggers will need to be fully extended during all lifts. If geometry factors prevent fully extending the outriggers, then outriggers need to be extended per manufactures specifications and load chart limits. .
- j. Picks off the rubber will be performed in accordance with manufacturer's specifications.
- k. Equipment (other than derricks and articulating cranes) manufactured after March 29, 2003 with a rated capacity over 6,000 pounds shall have at least one of the following: Load weighing device, load moment (or rated capacity) indicator, or load moment (or rated capacity) limiter.
- l. Cranes shall be equipped with a boom angle or a boom radius indicator and clearly legible load chart in clear view from the Operator's position.
- m. An effective, audible warning and operating signal device (such as a horn) shall be provided on the outside of the crane. The controls shall be in easy reach of the Operator.
- n. When required by the manufacturer's or certifying agent's instructions, outriggers shall be set so that wheels or crawler tracks within the boundary of the outriggers shall be relieved of all weight by the outrigger jacks or blocking.
- o. Plates, pads or mats shall always be used under the outriggers or crawlers of all cranes when a lift exceeds 75% of the capacity of the crane as it is configured for that lift. The plates, pads, or mats shall be of suitable material and size to support the crane on the surface that it is set up on.

- p. The Employer shall ensure that a qualified person visually inspects the crane, derrick, or hoist's controls, rigging and operating mechanism prior to the first operation of any work shift. Records of daily inspections by the Operator or other qualified person shall be maintained on the crane, and must be available for review upon request.
- q. Adjustments and repairs to the crane shall only be made by a qualified person.
- r. A fire extinguisher of not less than 10-BC rating shall be kept in serviceable condition and readily accessible to the Operator unless otherwise stated by the manufacturer.
- s. Operations should be conducted and the job controlled in a manner to prevent loads from being passed directly over workers, occupied workspaces, or occupied passageways.
- t. A qualified signal person shall be provided when the point of operation is not in full and direct view of the Operator unless a signaling or control device is provided. Only one person shall be permitted to give signals to the Operator.
- u. Any Employee involved in the operation may give a "stop" signal if such a signal is warranted.
- v. A legible chart depicting and explaining the system of crane signals used shall be conspicuously posted in the vicinity of the hoisting operation.
- w. All loads shall be rigged by an identified, qualified, and authorized Rigger.
- x. No Employee shall be permitted to ride on loads, hooks, or slings of any derrick, hoist, or crane.
- y. Fall protection is critical in crane operations and must be provided by employers. The fall protection systems vary depending on the type of crane being. Fall protection is required when the exposure meets or exceeds 6' in height.
- z. Swing radius protection shall be provided where a rotating crane is positioned to operate in areas where persons may be caught between rotating parts and fixed objects or non-rotating crane components.
- aa. Tag lines, restraint lines, or guide ropes shall be used on all loads except where their use presents a greater hazard. Such lines or ropes should be insulated to prevent shock, and shall not contain knots or splices that may snag on an object.
- bb. Cranes, hoists, or derricks shall not be left unattended while the load is suspended unless the load is over water, a barricaded area, or is blocked up or otherwise supported.
- cc. Before leaving the crane unattended, the Operator shall:
 - o Land or properly secure any attached load.
 - o Disengage clutch (if applicable).
 - o Set travel, swing, boom brakes, and other locking devices unless otherwise specified by the certifying agents.
 - o Put controls in the "off" position.
 - o Stop the engine.
 - o Secure the crane against accidental travel.
- dd. In all operations where the weight of the load being handled is unknown and may approach the rated capacity, a qualified person shall determine the magnitude of the load unless the crane is equipped with a load-indicating device.

A qualified person shall ensure that:

- ee. The crane is properly leveled for the work being performed and blocked where necessary.
- ff. The load is well secured and properly balanced in the sling or lifting device before it is lifted more than a few inches.
- gg. A designated person shall monitor the clearance between crane booms, load lines, and loads, and power lines and alert the Operator when necessary.
- hh. All work in and around power lines must follow applicable State Regulatory Standards.

- ii. Crane inspections should be made available at all time at the project site.

N. Rigging, Slings and Hooks

- a. Chains will be prohibited as rigging materials for any lifts.
- b. Hoisting hooks shall be of the safety latch-type.
- c. Crane hooks with cracks or with deformation of throat opening more than 15 percent in excess of normal opening or more than ten (10) degree twist from plane of unbent hook shall be removed from service.
- d. Ropes shall be inspected for proper lubrication, excessive wear, broken strands, and proper weaving.
- e. Slings will be inspected daily. Any wears showing deformation or damage with be permanently removed.

In order to determine proper time for replacement, a continuing inspection record shall be maintained for hoisting ropes. Conditions such as the following shall be reason for replacement:

- a. In running ropes, six (6) randomly distributed broken wires in one rope lay, or three (3) broken wires in one strand in one lay.
- b. Wear of one third (1/3) the diameter of outside individual wires.
- c. Kinking, crushing, bird caging, or other damage resulting in distortion of the rope structure.
- d. In standing ropes, more than two (2) broken wires in one lay in sections beyond end connections or more than one broken wire at an end connection.
- e. Reduction of rope diameter below nominal diameter due to loss of core support, internal or external corrosion, or wear of outside wires.
- f. Fixtures are usually attached to wire rope by the use of wire rope clips. The clips must be attached with the inside curve of the U-bolt against the dead, or short end of the wire rope, and flat clip (saddle) against the live, or long end of the wire rope.
- g. Each day before being used, wire rope slings, alloy steel chain slings, metal mesh slings, and natural and synthetic fiber rope slings, and all fastenings and attachments shall be inspected for damage or defects by a qualified person.

Slings shall have permanently affixed tags stating the following:

- a. Manufacturer's name or trademark.
- b. Rated capacity.

O. Critical Lifts: Cranes, Boom Trucks, Derricks, Etc.

Critical Lift Plan shall be prepared for all lifts that:

- a. Exceed 75% of the lifting device's capacity as configured for that lift; or
- b. Is deemed a critical lift by the Owner or Authorized Representative by reason of potential negative consequences to safety, structure, or schedule; or
- c. Involve two or more cranes or lifting devices.
- d. A qualified person shall prepare the Critical Lift Plan. The qualified person preparing the plan may be the crane operator, lift supervisor, or rigger. The crane operator, lift supervisor, and rigger shall participate in the preparation of the plan. The plan shall be documented, and a copy provided to the Contractor and the Authorized Representative. The plan shall be reviewed by, and signed by, all personnel involved with the lift.
- e. The plan shall specify the exact size and weight of the load to be lifted and all crane and rigging components that add to the weight. The manufacturer's maximum load limits for the entire range of the lift as listed in the load charts shall also be specified.

- f. The plan shall specify the lift geometry and procedures, including the crane position, height of the lift, the load radius, and the boom length and angle, for the entire range of the lift.
- g. The plan shall designate the crane operator, lift supervisor, and rigger, and state their qualifications.
- h. The plan will include a rigging plan that shows the lift points and describes rigging procedures and hardware requirements.
- i. The plan will describe the ground conditions, outrigger or crawler track requirements, and, if necessary, the design of mats, necessary to achieve a level, stable foundation of sufficient bearing capacity for the lift.
- j. For floating cranes or derricks, the plan shall describe the operating base (platform) condition and any potential list.
- k. The plan will list environmental conditions under which lift operations are to be stopped.
- l. The plan will specify coordination and communication requirements for the lift operation.
- m. For tandem or tailing crane lifts, the plan will specify the make and model of the cranes, the line, boom and swing speeds, and requirements for an equalizer beam.

P. Demolition

A DOSH permit is required for demolitions of any building or structure more than 36 feet high. The Project Administrator shall hold a Project Permit and all other employers directly engaged in demolition or dismantling activity shall hold an annual permit.

- a. A pre-demolition survey must be made to determine whether the planned work will cause:
 - o any structure to collapse,
 - o worker exposure to hazardous chemicals, gases, explosives, flammable materials, or similarly dangerous substances,
 - o worker exposure to asbestos or lead,
 - o worker exposure to carcinogenic chemicals,
 - o worker exposure to silica.
- b. Utilities to the structure to be demolished must be turned off or protected from damage.
- c. The Contactor shall develop an Emergency Call List for all known utility owners prior to the start of demolition work.
- d. A site plan must be marked up to show the locations of known utilities and shut off valve controls.
- e. Pipe-covering insulation and column fire protection, along with HVAC ducts will be surveyed for asbestos.
- f. Adequate dust controls procedures shall be implemented during demolition, stockpiling and loading operations.
- g. The Contractor and Employer must check continually for hazards created by weakening of the structure's members. If such hazards occur it must be corrected before workers may continue.
- h. Chutes or chute sections that are at an angle of more than 45 degrees from the horizontal must be entirely enclosed except for openings equipped with closures at or about floor level for the insertion of materials.
- i. Any chute opening into which employee's dumps debris by hand must be protected by a guardrail.

Q. Electrical

- a. Only qualified persons may work on electrical equipment or systems.
- b. Maintenance of electrical installations is required to ensure their safe condition.

- c. Electrical equipment and wiring must be protected from mechanical damage and environmental deterioration.
- d. Covers or barriers must be installed on boxes, fittings, and enclosures to prevent accidental contact with live parts.
- e. Flexible cords may be used in place of permanent wiring methods for temporary work if the cords are equipped with an attachment plug and energized from an approved receptacle.
- f. Flexible cords must be Hard Surface Type and cannot be spliced unless they are size No. 12 (or larger).
- g. Skirted attachment plugs must be used on all equipment operating at more than 300 V.
- h. Each receptacle must have a grounding contact that is connected to an equipment grounding conductor.
- i. Temporary wiring must be grounded.
- j. Electrically powered tools and electrical equipment with exposed, noncurrent-carrying metal parts must be grounded.
Exception: Double insulated powered tools need not be grounded.
- k. Damaged or defective tools and cords shall be removed from service.
- l. The Contractor is responsible for designing and implementing a cord inspection program.
- m. Temporary lighting must be equipped with guards to prevent contact with lens or bulb.
- n. GFCI's are required for all temporary electrical wiring used cords and equipment.

R. Emergency Medical Services

Emergency Medical Services (EMS) must be readily available.

- a. A first aid kit must be provided by each employer on all jobsites and must contain the minimum of supplies as determined by an authorized licensed physician or as listed in T8 CCR 1512(c).
- b. The contents of the first-aid kit shall be inspected regularly to ensure that the expended items are promptly replaced.
- c. Trained personnel in possession of a current Red Cross First Aid certificate or its equivalent must be immediately available at the jobsite to provide first aid treatment.
- d. Each employer must ensure that its employees have access to emergency medical services at the jobsite. Where more than one employer is involved in a single construction project on a given construction site, the employers may agree to ensure employee access to emergency medical services for the combined work force present at the jobsite.
- e. Each employer shall inform all of its employees of the procedure to follow in case of injury or illness.
- f. The employer shall have a written plan to provide emergency medical services.
- g. Proper equipment for prompt transport of the injured or ill person to an EMS facility or an effective communication system for calling an emergency medical facility, ambulance, or fire service must be provided. Telephone numbers for listed emergency services must be posted
- h. The employers on the project may agree to ensure employee access to emergency services for the combined work force present at the jobsite.
- i. Exposure to blood borne pathogens is considered a job-related hazard to workers who are assigned first aid duties in addition to construction work. Although construction employees are specifically exempted from certain regulatory requirements they are required to provide appropriate protection for employees who may be exposed to blood borne pathogens when providing first aid.

S. Erection and Construction

1. Truss and beam requirements

- a. Trusses and beams must be braced laterally and progressively during construction to prevent buckling or overturning. The first member shall be plumb, connected, braced, or guyed against shifting before succeeding members are erected and secured to it.
- b. An erection plan and procedure must be provided for trusses and beams more than 25 feet long. The plan must be prepared by a California-registered Professional Engineer, and it must be followed and kept available on the jobsite for inspection by Cal/OSHA staff.

2. Structural steel erection

- a. A load shall not be released from its hoisting line until the solid web structural members are secured at each connection with at least two bolts (of the same size/strength as indicated in the erection drawings), and drawn wrench tight.
- b. Steel joists or steel joist girders shall not be placed on any support structure until the structure is stabilized.
- c. When steel joist(s) are landed on a structure, they shall be secured to prevent unintentional displacement prior to installation.
- d. Floors must be planked at every other story or 30 feet, whichever is less.
- e. A floor must be installed within two (2) floors below any tier of beams on which erection, riveting, bolting, welding, or painting is being done; otherwise, fall protection is required.
- f. 100% fall protection is required when workers are connecting beams where the fall distance meets or exceeds six (6) feet in height.
- g. During work other than connecting operations, fall protection is required where the fall distance meets or exceeds six (6) feet in height.
- h. Before any steel erection begins, the controlling contractor must provide the steel erector written notifications related to concrete strength and anchor bolt repair/replacement.
- i. Prior to removal of planking or metal decking, all employees must be instructed in the proper sequence of removal and safety.

3. Requirements for the working area where floor openings are to be uncovered:

- a. The floor area adjacent to the floor opening shall be barricaded or the floor opening shall be covered and secured when not attended by steel erection personnel.
- b. Floor openings shall be guarded by both temporary railings and toe boards or by covers.

4. Covers shall:

- a. Be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one (1) square foot area of the cover at any time.
- b. Have not less than 12 inches of bearing on the surrounding structure.
- c. Be checked by a qualified person prior to each shift and following strong winds.
- d. Never be removed by walking forward where the walking surface cannot be seen.
- e. Bear a sign stating, "OPENING-DO NOT REMOVE", in two (2)-inch high, black bold letters on a yellow background, and be secured in place when un-attended.

5. Permanent Flooring-Skeleton Steel Construction in Tiered Buildings

- a. Unless the structural integrity is maintained by the design.
- b. There shall be not more than eight (8) stories between the erection floor and the uppermost permanent floor.

- c. There shall be not be more than four (4) floors or 48 feet, whichever is less, of unfinished bolting or welding above the foundation or uppermost permanently secured floor.
- d. **All columns must be anchored by a minimum of four (4) anchor bolts. (T8 CCR: 1710 (f) (1) (A) Exception: When columns are braced or guyed to provide stability to support an eccentric load as specified in 1710 (1) (B)**

T. Excavations

- a. The employer must locate buried utilities **before** digging.
- b. Prior to excavation all known owners of underground utilities in the area shall be notified by calling the regional One Call Notification System.
- c. Employers shall check the entire jobsite for visual signs of substructures. This includes such items as manhole covers, water meter boxes, ditch lines, pavement patches, previous location marks, pole risers, and the obvious absence of overhead utilities.
- d. When excavations or boring operations approach the approximate location of subsurface installations, the exact location of the installation shall be determined by safe and acceptable means that will prevent damage to the subsurface installation. Employers must expose substructures **by hand** when work operations are within two (2) feet of the subsurface installation
- e. Employers shall be careful that no holes or cuts are knocked into the substructure by scraping or hammering.
- f. Employers shall be aware of the possibility of joint use of trench for power, telephone, gas, etc.
- g. Employers shall obtain an activity permit from Cal/OSHA in accordance with 8 CCR § 341 and §1539.
- h. Employers shall Notify OSHA with Activity notification form prior to work start with an excavation of five (5) feet or more where employees are required to enter.
- i. Employers shall maintain a copy of the permit onsite.
- j. Trenching or excavating activities must be under the supervision of a competent person at all times.
- k. The Employer material bracing, shoring, shielding, and trench boxes must be in good condition and of proper dimensions.
- l. A 'competent' employer individual must inspect excavations each day and maintain daily reports available upon request.
- m. The Employers "competent person" must determine the soil classification (Type A, B, or C) to determine the appropriate type of protective system required for the excavation.
- n. Excavated soils, materials or equipment are to be kept at least two (2) feet from the edge of the excavation.
- o. The Employer must provide barricades to protect people from falling into the trench. Barricades shall be offset three (3) feet from the excavation. Barricades could include construction type caution tape within fenced construction areas of the site.
- p. Ladders or other means of egress must be provided by the employer for access four (4) feet and greater and spaced within 25 feet of any worker inside the excavation.
- q. Where employees or equipment are required or permitted to cross over any excavation or trench over six (6) feet deep and 30 inches wide. Walkways or bridges at least 20 feet wide with standard guardrails shall be provided.
- r. Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in use. Employers must follow all regulations as outlined in the OCIP Safety Manual and all State OSHA regulations pertaining to trenching and excavating activities.

U. Fall Protection

- a. 100% Fall Protection shall be implemented by all trades for all fall exposures of six (6) feet or more. (Exception: Work from ladders and work around excavations, where those work exposures maintain compliance with OSHA specifications.)
- b. Where a fall hazard exists, efforts must be made to eliminate the hazard; provide protection against the hazard; or establish alternative methods to control/monitor the hazard.
- c. Rescue shall be addressed in the Employer's fall protection policies and fall protection training.

1. Training and Retraining

a. Training

Employers are required to provide training for any Employee who might be exposed to a fall hazard prior to the exposure or upon hiring. Documentation shall be maintained and available for review upon request.

Training must include an explanation of the company's fall protection policies and safe work practices with general instructions and precautions; specific instruction where required; hazard identification and correction; selection and proper use of protective devices; and maintenance of equipment. Instruction should also include correct procedures for inspecting, erecting, disassembling, and maintaining fall protection systems used; and the Employee's role in fall prevention and protection.

b. Retraining

When the Employer has reason to believe that any affected Employee who has already been trained does not have the understanding and skill required by paragraph (a) of this section, the Employer shall retrain each such Employee. Circumstances where retraining is required include, but are not limited to, situations where:

- changes in the workplace render previous training obsolete; or
- changes in the types of fall protection systems or equipment to be used render previous training obsolete; or
- Inadequacies in an affected Employee's knowledge or use of fall protection systems or equipment indicate that the Employee has not retained the requisite understanding or skill.

Methods of Fall Protection

- guardrails and toe boards,
- covers for floor and roof openings, pits, trap-doors, and temporary floor openings,
- Personal Fall Arrest Systems,
- Personal Fall Restraint Systems,
- Positioning Device Systems,
- safety nets,
- scaffold platforms,
- roof warning lines.

Fall Protection Plans, Controlled Access Zones, Safety Monitor Systems and Controlled Decking Zones are not permitted without special approvals by the Owner and OCIP Safety Representative.

The only allowable type of body restraint system allowed will be a full body harness with a lifeline, lanyard, and deceleration device. Safety belts are not permitted for fall arrest or fall restraint.

All personal fall arrest, personal fall restraint and positioning device systems shall be labeled as meeting the requirements contained in ANSI A10.14-1991.

Personal Fall Arrest Systems shall limit the fall distance to a maximum of six (6) feet and prohibit the Employee from contacting a lower level or structural element.

Where practicable, the anchor end of the lanyard shall be secured at a level not lower than the Employee's waist.

Lifelines and anchorages shall be capable of supporting a minimum dead weight of 5,000 pounds.

Lanyards and vertical lifelines shall have a minimum breaking strength of 5,000 pounds.

Anchorage used for attachment of personal fall arrest equipment:

Shall be independent of any anchorage being used to support or suspend platforms, and

- a. capable of supporting at least 5,000 pounds per employee, or
- b. part of a complete personal fall protection system used under the supervision of a qualified person that maintains a safety factor of at least two (2),
- c. the use of non-locking snap hooks is prohibited,
- d. body belts shall not be used for fall protection or fall restraint.

3. Positioning Device Systems

- a. Positioning devices shall be rigged such that an employee cannot free fall more than two (2) feet.
- b. Positioning device systems shall be inspected prior to each use.
- c. Anchorage points for positioning device systems shall be capable of supporting two (2) times the intended load or 3,000 pounds, whichever is greater.

4. Personal Fall Restraint

- a. A Personal Fall Restraint System shall not allow the employee to fall.
- b. Anchorage points used for fall restraint shall be capable of supporting four (4) times the intended load.
- c. Personal Fall Restraint protection shall be rigged to allow the movement of employees only as far as the sides of the working level or working area.

V. Fire Prevention

The employer is responsible for establishing an effective fire prevention program and ensuring that it is followed throughout all phases of the construction work.

Firefighting equipment must be:

- a. freely accessible at all times,
- b. placed in a conspicuous location, and
- c. well maintained.

A water supply that is adequate to operate firefighting equipment must be made available as soon as combustible materials accumulate.

All firefighting equipment shall be maintained in operating condition. Defective equipment shall be immediately replaced.

Fire extinguisher use must comply with the following:

- a. Fire extinguishers must be kept fully charged, inspected monthly, and serviced annually.
- b. At least one fire extinguisher, rated not less than 2A, must be provided at each floor.
- c. At least one fire extinguisher, rated not less than 2A, must be provided adjacent to the stairway at each floor level.
- d. Fire extinguishers must be kept within 50 feet of wherever more than five (5) gallon of flammable or combustible liquid or five (5) pounds of flammable gas is being used.

Storage of more than 25 gallons of flammable liquids shall be in a NFPA approved storage cabinet. Not more than 120 gallons of Class I, II, or III liquids may be stored in a storage cabinet.

No smoking signs shall be posted as required by operations or material exposures.

W. Flaggers

Flaggers must be used at locations on a construction site as soon as barricades and warning signs cannot effectively control moving traffic. The employer must ensure the following:

- a. Flaggers must be placed in locations so as to give effective warning.
- b. Worksite traffic controls and placement of warning signs must now conform to the requirements of the "California Manual on Uniform Traffic Control Devices for Streets and Highways, September 26, 2006" (the Manual), published by Caltrans.
- c. Warning signs must be placed according to the Manual.
- d. Flaggers must wear orange or strong yellow-green warning garments, such as vests, jackets, shirts, or rainwear.
- e. The employer shall select the proper type (class) of high visibility safety apparel for a given occupational activity by consulting the Manual, apparel manufacturer, ANSI/ISEA 107-2004, Appendix B or the American Traffic Safety Services Association (ATSSA).
- f. Flaggers shall wear warning garments manufactured in accordance with the requirements of ANSI/ISEA 107-2004, High Visibility Safety Apparel and Headwear.
- g. During the hours of darkness:
 - o The flagger shall be clearly visible to approaching traffic and be outfitted with reflectorized garments manufactured in accordance with the requirements of the ANSI/ISEA 107-2004, High Visibility Safety Apparel and Headwear.
 - o The retro reflective material shall be visible at a minimum distance of 1,000 feet.
- h. During snow or fog conditions, only colored vests, jackets and/or shirts with retro reflective material that meets the ANSI/ISEA and the minimum distance requirements shall be worn.
- i. Flaggers must be trained.
- j. Training must be documented in accordance with Injury & Illness Prevention Program requirements.

X. Flammables and Combustibles

Flammable and combustible liquids include gasoline, paint thinners, solvents, etc.

- a. These liquids must be kept in closed containers when not in use.
- b. Leakage or spillage must be disposed of promptly and safely.

- c. Flammable and combustible liquids may be used only where no open flames or sources of ignition exist.
- d. All containers of flammable and combustible liquids must be plainly marked with a warning legend.
- e. Flammable liquids must not be used:
 - o To wash floors, structures, or equipment except where there is adequate ventilation.
 - o To spray for cleaning purposes unless the liquids are used in a spray booth or outdoors where there is no ignition source within 25 feet of their use.
- f. Flammable liquids must be stored and transported in closed containers.
- g. Only approved metal safety cans will be allowed for flammable storage.
- h. All outside storage areas must be at least 20 feet from any building.
- i. No more than a one-day supply of flammables may be placed on the roof during working hours.
- j. Contractor must remove all flammables from the roof at the end of each workday.
- k. At least two (2) extinguishers appropriate for the type of flammable materials present shall be provided if flammables are present.

Y. Forklifts

- a. Industrial trucks such as forklifts shall be designed, constructed, and maintained in accordance with the applicable standards.
- b. The employer shall establish and enforce a system to prevent trucks, trailers or railcars from pulling away from the loading dock before the loading or unloading operation is completed. Trucks, trailers, and railcars boarded by forklifts during loading dock operations shall be secured against unintended movement.
- c. The rated lifting capacity of the forklift must be posted in a location readily visible to the operator.
- d. Elevating employees requires the following:
 - o The forklift must be equipped with a platform not less than 24" x 24" in size. The platform must:
 - be properly secured to the forks or the mast,
 - be equipped with guardrails, toe boards, and a back guard,
 - have no spaces or holes larger than one (1) inch,
 - have a slip-resistant platform surface.
 - o The operator must be at the controls while the employees are elevated.
 - o The operator must be instructed in the operating rules for elevating employees.
 - o Employees shall not sit, climb, or stand on platform guardrails or use planks, ladders, or other devices to gain elevation.
 - o When guard rails are not possible personal fall protection is required.
 - o Manufacturer's specifications regarding personnel being elevated and equipment used must be followed at all times.
- e. All forklifts must have parking brakes.
- f. All forklifts must have an operable horn.
- g. When the operator is exposed to the possibility of falling objects, the forklift must be equipped with overhead protection (canopy).
- h. When provided by the industrial truck manufacturer, an operator restraint system such as a seat belt shall be used.
- i. Seat belt assemblies shall be provided and used on all equipment where rollover protection is installed.
- j. The employer must post and enforce a set of operating rules that include the following:
 - o Only trained and authorized drivers may operate forklifts.
 - o Stunt driving and horseplay are prohibited.

- Employees must not ride on the forks.
- Employees must never be permitted under the forks (unless forks are blocked).
- The driver must inspect the vehicle once during a shift.
- The operator must look in the direction of travel and must not move the vehicle until all persons are clear of the vehicle.
- Forks must be carried as low as possible.
- The operator must lower the forks, shut off the engine, and set the brakes (or block the wheels) before leaving the forklift unattended (that is, when the operator is out of sight of the vehicle or 25 feet away from it).
- Trucks must be blocked and brakes must be set before a forklift is driven onto the truck bed.
- Extreme care must be taken when tilting elevated loads.
- The forklift must have operable brakes capable of stopping it safely when it is fully loaded.
- k. An employee must be properly trained (as certified by the employer) before operating a forklift.
- An evaluation of the operator's performance must be conducted at least once every three (3) years.
- Refresher training in relevant topics must be provided to the operator when:
 - The operator is observed operating the vehicle in an unsafe manner.
 - The operator has been involved in an accident or near-miss incident.
 - The operator's evaluation reveals that he or she is not operating the truck safely.
 - The operator is assigned to drive a different type of truck.
 - Changes in workplace conditions could affect safe operation of the truck.

Z. Forms, False work and Vertical Shoring

By definition, concrete forms are considered false-work. False-work, however, also includes support systems for forms, newly completed floors, bridge spans, etc., that provide support until appropriate curing or stressing processes have been completed.

Design of false-work

- a. Concrete formwork and false-work must be designed, supported, and braced to safely withstand the intended load.
- b. False-work design, detailed calculations, and drawings must be signed and approved by a California Professional Engineer (Ca PE) if the false-work height (sill to soffit) exceeds 14 feet, if the individual horizontal span length exceeds 16 feet, or if vehicle or railroad traffic goes through the false-work.
Note: For other false-work, approval may be provided by a manufacturer's representative or a licensed contractor's qualified representative.
- c. False-work plans must be available at the jobsite.

Minimum design loads are as follows:

- a. Total combined live and dead load: 100 psf.
- b. Live load and formwork: 20 psf.

Additional loads must be considered in the design.

Erection of false-work

- a. False-work must be erected on a stable, level, compacted base and supported by adequate pads, plates, or sills.
- b. Shore clamps (metal) must be installed in accord with manufacturer's instructions.

Inspection.

- o Before pouring concrete on false-work requiring design approval, an engineer (Ca PE) or the engineer's representative must inspect for and certify compliance with plans.

Note: For other false-work, the inspection and certification may be provided by a manufacturer's representative or a licensed contractor's qualified representative.

A copy of the inspection certification must be available at the jobsite.

Access to forms and false-work

- o Joists five and a half (5 ½) inches wide at not more than 36 inches o.c. may be used as walkways while forms are placed.
- o A plank (12 inches wide) may be used as a walkway while joists are placed.

Fall protection:

- o Periphery rails are required as soon as supporting members are in place.
- Note:** The area under formwork is a restricted area and must be posted with perimeter warning signs.

AA. Guardrails

Guardrails must be installed at the open sides of all work surfaces that are six (6) feet or higher above the ground, floor, or level underneath, or workers must be protected by other fall protection or, if justified, by a valid fall protection plan. Fall Protection Plans, Controlled Access Zones, Safety Monitor Systems and Controlled Decking Zones are not permitted without special approvals by the Owner and OCIP Safety Representative.

1. Guard-railing Specifications

Railings shall be constructed of wood or in an equally substantial manner from other materials, and shall consist of the following:

- a. A wooden top rail that is 42 inches to 45 inches high and that measures two (2) inches by four (4) inches or larger. A mid-rail shall measure at least one (1) inch by six (6) inches, and shall be placed halfway between the top rail and the floor when there is no wall or the parapet wall is less than 21 inches high.
 - b. Screens, mesh, intermediate vertical members, solid panels or equivalent members, may be used in lieu of a mid-rail subject to the following:
 - o Screens and mesh shall extend from the top rail to the floor and along the entire opening between top rail supports.
 - The gap between the intermediate vertical members shall not be greater than 19 inches.
 - Other intermediate members such as solid panels shall not have gaps more than 19 inches.
 - Wood posts shall be not less than two (2) inches by four (4) inches in cross section, spaced at eight (8)-feet or closer intervals
- Notes:** Use only "Selected lumber" - free from damage that affects its strength for wood railings. Steel banding and plastic banding shall not be used as top rails or mid-rails.

- c. All railings and components shall be capable of withstanding a force of at least 200 pounds applied to the top rail within two (2) inches of the top edge, in any outward or downward direction, at any point along the top edge.
- d. Mid-rails, screens, mesh, intermediate vertical members, solid panels, and equivalent members shall be capable of withstanding a force of at least 150 pounds applied in any downward or outward direction at any point.
- e. The ends of the rails shall not overhang the terminal posts, except where such overhang does not constitute a projection hazard.
- f. Railings shall be so surfaced as to prevent injury to an employee from punctures or lacerations, and to prevent snagging of clothing.

2. Guard-railing applications

- a. Floor and roof openings:
 - o Floor, roof, and skylights openings in any work surface must be guarded by railings and toe boards or by covers.
 - o The cover must be able to support 400 pounds or twice the weight of the employees, equipment, and material, and be securely fastened.
 - o Covers must bear a sign; with minimum one (1) inch letters, stating - **OPENING—DO NOT REMOVE.**
 - o Employees within six (6) feet of any skylight shall be protected from falling through the skylight opening by any one of the following methods:
 - Guardrails,
 - skylight screens,
 - personal fall protection system,
 - covers installed over the skylights,
- b. Access to surfaces glazed with transparent or translucent materials are not permitted unless an engineer certifies that the surface will sustain all anticipated loads.
- c. Wall openings: Wall openings must be guarded if there is a drop of more than four (4) feet and the bottom of the opening is less than three (3) feet above the working surface.
- d. Elevators: Guardrails are required for elevator shaft openings that are not enclosed or do not have cages.
- e. False-work: Guardrails are required as soon as false-work supporting members are in place.
- f. Demolition: Wall openings must be guard-railed during demolition except on the floor being demolished and on the ground floor.
- g. Roofing operations: Provisions must be made during roofing operations to prevent workers from falling off roofs six (6) feet or higher.
- h. Skeleton steel building: A single three eighths (3/8) inch wire rope, in lieu of standard railing, may be used to guard openings and exposed edges of temporary floors or planking in skeleton steel buildings. The three eighths (3/8) inch wire rope must have a breaking strength of 13,500 pounds (minimum) and be placed at 42 inches to 45 inches above the finished floor.

BB. Hazard Communication

A Hazardous chemical is any chemical which is classified as a physical hazard or a health hazard, a simple asphyxiant, combustible dust, pyrophoric gas, a hazard not otherwise classified, or is included in the List of Hazardous Substances prepared by the Director pursuant to Labor Code section 6382. These chemicals may include solvents, paints, thinners, cleaning agents, fresh concrete, and fuels. Employers whose employees may be exposed to hazardous chemicals are required to have a HAZCOM program per CCR Title 8, section 5194.

1. Employers must develop, implement, and maintain at the workplace a written HAZCOM program which includes information on labels, warning, safety data sheets, training requirements, and other relevant information as per CCR Title 8, section [5194](#).
2. The program must include the following:
 - a. A list of the hazardous chemicals that are used or stored in the workplace. It must include any chemicals listed in the following:
 - The Hazardous Substances List. 339
 - The Code of Federal Regulations (CFR, Part 1910, Subpart Z).
 - Threshold Limit Values for Chemical Substances in the Work Environment (ACGIH) latest edition.
 - Chemicals identified and regulated under Title 8, Article 107, Dusts, Fumes, Mists, Vapors and
 - Gases, and Article 109, Hazardous Substances and Processes. 5194(d)(3)
 - T22 CCR 12000 (Proposition 65).
 - b. Labels and other forms of warning on containers of hazardous chemicals.
 - c. Readily accessible SDSs.
 - d. Procedures for safe handling, use, storage, disposal, and clean-up to protect employees.

Note: All hazardous liquids capable of physical injury on skin contact must be covered, insulated or otherwise guarded against inadvertent contact. When the nature of the work makes covering or guarding impracticable, employer must provide personal protective equipment.
 - e. Training on the hazardous chemicals that employees are or could be exposed to in the workplace.
 - f. The methods the employer will use to inform employees of the hazards of non-routine tasks and the hazards associated with chemicals contained in unlabeled pipes in their work areas.
 - g. Clear and reasonable warnings for exposures to hazardous chemicals shall be displayed in the workplace using warning signs and labels or provided through information and training.
 - h. For each chemical included in the HAZCOM program, the information provided on the warning signs and labels must include all of the required texts as per the T8CCR requirements for that specific chemical.
 - i. A plan for managing multi-employer work-site issues including the methods used to inform other work related employers.
 - j. A plan for periodically (e.g. annually) evaluating the effectiveness of the program and for updating the program.
3. The HAZCOM program must be available on request to employees, their representatives, and Cal/OSHA.

Note: The Guide to the California Hazard Communication Regulation is available free of charge from Cal/OSHA.
4. Employers must make sure that:
 - a. Each container of hazardous chemicals in the workplace is labeled, tagged, or marked. Information can be provided using labels on shipped containers or with required information such as product identifiers, pictograms, precautionary and hazard statements, first aid information, and signal words.
 - b. The labels on incoming containers of hazardous chemicals substances are not removed or defaced.

5. Employers are required to:
 - a. Have a SDS for each hazardous chemical which they use.
 - b. Use SDSs that are consistent with the Globally Harmonized System (GHS).
 - c. Make the SDSs readily accessible during each work shift to employees when they are in their work areas.
6. Employers must provide all required information and training as per [5194\(h\)](#) to their employees. The training includes:
 - a. Labeling, pictograms, symbols, etc.
 - b. SDSs including physical and health hazards.
 - c. Chemical-specific information must always be available through labels and SDSs.
 - d. Location of hazardous chemicals.
 - e. Where the written HAZCOM program is kept.
 - f. Detection of presence or release of hazardous chemicals.
 - g. PPE and appropriate work practices.
 - h. Emergency and first aid procedures.

CC. Heat Illness Prevention

Heat illness is a serious medical condition resulting from the body's inability to cope with increased heat load. Heat illness can be one or more medical conditions including: heat rash, heat cramps, fainting, heat exhaustion, and heatstroke. Heat illness may be mild initially but can become severe or fatal if the body temperature continues to rise. Heat illness can also affect employees' work performance and increase their risk of having accidents. Supervisors, foremen and employees should look continuously for signs and symptoms of heat illness in themselves and fellow workers. It is vital to immediately report any signs and symptoms of heat illness to a supervisor. There is a lot of variability in the recognition and reporting of heat illness symptoms.

To help employers develop, implement, and monitor their heat illness prevention procedures, CAL/OSHA has provided on the following website a number of training materials and other resources: <http://www.dir.ca.gov/DOSH/HeatIllnessInfo.html>.

1. **Signs and symptoms of heat illness are:**
 - a. Heat Rash (Prickly Heat) - a skin irritation caused by excessive sweating and clogged pores during hot, humid weather. General Symptoms:
 - o can cover large parts of the body,
 - o looks like a red cluster of pimples or small blisters,
 - o often on the neck, chest, groin, under the breasts, or in elbow creases,
 - o uncomfortable, can disrupt sleep and work performance,
 - o complicated by infections.
 - b. Heat Cramps - Heat cramps affect people who sweat a lot during strenuous work activity. Sweating makes the body lose salts, fluids and minerals. If only the fluids are replaced and not the salts and minerals, muscles cramps may result. General Symptom: painful muscle spasms in the stomach, arms, legs, and other body parts may occur after work or at night.
 - c. Fainting - caused by a lack of adequate blood supply to the brain. Dehydration and lack of acclimatization to work in warm or hot environments can increase the susceptibility to fainting. Employees who stand for long periods or suddenly get up from a sitting or lying position when working in the heat may experience sudden dizziness and fainting. In these cases, victims normally recover consciousness rapidly after they faint. General Symptoms:

- sudden dizziness, light-headedness,
 - unconsciousness.
- d. **Heat Exhaustion** - Heat exhaustion is the body's response to an excessive loss of the water and the salt contained in sweat. Older employees or those with high blood pressure are more susceptible to heat exhaustion. Cool skin temperature is not a valid indicator of a normal body temperature. Although the skin feels cool the internal body temperature may be dangerously high and a serious medical condition may exist. General Symptoms:
- heavy sweating, painful muscle cramps, extreme weakness and/or fatigue,
 - nausea, vomiting, dizziness, headache,
 - body temperature normal or slightly high,
 - fainting,
 - pulse fast and weak,
 - breathing fast and shallow.
 - clammy, pale, cool, and/or moist skin.
- e. **Heatstroke** - Heatstroke is usually fatal unless emergency medical treatment is provided promptly. If the muscles twitch uncontrollably, keep the person from self-injury. Do not place any objects in the mouth. Monitor body temperature and continue cooling efforts until emergency medical treatment is provided to the victim. General symptoms:
- no sweating, the body cannot release heat or cool down,
 - mental confusion, delirium, convulsions, dizziness,
 - hot and dry skin (e.g., red, bluish, or mottled),
 - muscles may twitch uncontrollably,
 - pulse can be rapid and weak,
 - throbbing headache, shallow breathing, seizures and/or fits,
 - unconsciousness and coma,
 - body temperature may range from 102 - 104 degrees Fahrenheit or higher within 10-15 minutes.

2. **Heat Illness Prevention Plan**

Employers must protect employees from heat illness. All employees, foremen, and supervisors must be trained on the employer's heat illness prevention procedures.

All employers, having employees exposed in outdoor places of employment, must have a written heat illness prevention plan and implement effective procedures for the prevention of heat illness.

Heat Illness prevention plan, at minimum, should include:

- a. Procedures for providing sufficient water
- b. Procedures for providing access to shade
- c. High-heat procedures
- d. Emergency response procedures
- e. Acclimatization methods and procedures

The plan must be employer specific and be available on site or immediately available on the request of the employee or Division.

The plan shall be in writing in both English and the language understood by the majority of the employees.

Procedures for providing sufficient water include:

- a. Sufficient amounts of fresh, pure, and suitably cool potable water shall be available at all times
- b. Provide at least one quart per employee per hour for the entire shift.
- c. If individual water containers are provided, the containers must be clean and a source of potable water must be readily available.
- d. Water from unpermitted/unlicensed or non-tested water sources must not be used.

Shade requirements

When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present, that are either open to the air or provided with ventilation or cooling. The amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other. The shade shall be located as close as practicable to the areas where employees are working. Subject to the same specifications, the amount of shade present during meal periods shall be at least enough to accommodate the number of employees on the meal period who remain on site.

Shade shall be available when the temperature does not exceed 80 degrees Fahrenheit. When the outdoor temperature in the work area does not exceed 80 degrees Fahrenheit employers shall either provide shade as per the regulations or provide timely access to shade upon employee's request.

Employees shall be allowed and encouraged to take a preventative cool down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times. An individual employee who takes a preventative cool-down rest (A) shall be monitored and asked if he or she is experiencing symptoms of heat illness; (B) shall be encouraged to remain in the shade; and (C) shall not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event less than 5 minutes in addition to the time needed to access the shade.

If an employee exhibits signs or reports symptoms of heat illness while taking a preventative cool-down rest or during a preventative cool-down rest period, the employer shall provide appropriate first aid or emergency response according to the regulations.

High Heat Procedures

The employer shall implement high-heat procedures when the temperature equals or exceeds 95 degrees Fahrenheit. These procedures shall include the following to the extent practicable:

- a. Ensuring that effective communication by voice, observation, or electronic means is maintained so that employees at the work site can contact a supervisor when necessary. An electronic device, such as a cell phone or text messaging device, may be used for this purpose only if reception in the area is reliable.
- b. Observing employees for alertness and signs or symptoms of heat illness. The employer shall ensure effective employee observation/monitoring by implementing one or more of the following:
 - Supervisor or designee observation of 20 or fewer employees, or
 - Mandatory buddy system, or
 - Regular communication with sole employee such as by radio or cellular phone, or
 - Other effective means of observation.

- Designating one or more employees on each worksite as authorized to call for emergency medical services, and allowing other employees to call for emergency services when no designated employee is available.
- Reminding employees throughout the work shift to drink plenty of water.
- Pre-shift meetings before the commencement of work to review the high heat procedures, encourage employees to drink plenty of water, and remind employees of their right to take a cool-down rest when necessary.

Emergency Response Procedures/Acclimatization

Emergency Response Procedures. The Employer shall implement effective emergency response procedures including:

- a. Ensuring that effective communication by voice, observation, or electronic means is maintained so that employees at the work site can contact a supervisor or emergency medical services when necessary. An electronic device, such as a cell phone or text messaging device, may be used for this purpose only if reception in the area is reliable. If an electronic device will not furnish reliable communication in the work area, the employer will ensure a means of summoning emergency medical services.
- b. Responding to signs and symptoms of possible heat illness, including but not limited to first aid measures and how emergency medical services will be provided.
 - If a supervisor observes, or any employee reports, any signs or symptoms of heat illness in any employee, the supervisor shall take immediate action commensurate with the severity of the illness.
 - If the signs or symptoms are indicators of severe heat illness (such as, but not limited to, decreased level of consciousness, staggering, vomiting, disorientation, irrational behavior or convulsions), the employer must implement emergency response procedures.
 - An employee exhibiting signs or symptoms of heat illness shall be monitored and shall not be left alone or sent home without being offered onsite first aid and/or being provided with emergency medical services in accordance with the employer's procedures.
- c. Contacting emergency medical services and, if necessary, transporting employees to a place where they can be reached by an emergency medical provider.
- d. Ensuring that, in the event of an emergency, clear and precise directions to the work site can and will be provided as needed to emergency responders.

Acclimatization.

- a. All employees shall be closely observed by a supervisor or designee during a heat wave. For purposes of this section only, "heat wave" means any day in which the predicted high temperature for the day will be at least 80 degrees Fahrenheit and at least ten degrees Fahrenheit higher than the average high daily temperature in the preceding five days.
- b. An employee who has been newly assigned to a high heat area shall be closely observed by a supervisor or designee for the first 14 days of the employee's employment.

Training.

- a. Employee training. Effective training in the following topics shall be provided to each supervisory and non-supervisory employee before the employee begins work that should reasonably be anticipated to result in exposure to the risk of heat illness:
 - The environmental and personal risk factors for heat illness, as well as the added burden of heat load on the body caused by exertion, clothing, and personal protective equipment.

- The employer's procedures for complying with the requirements of this standard, including, but not limited to, the employer's responsibility to provide water, shade, cool-down rests, and access to first aid as well as the employees' right to exercise their rights under this standard without retaliation.
 - The importance of frequent consumption of small quantities of water, up to 4 cups per hour, when the work environment is hot and employees are likely to be sweating more than usual in the performance of their duties.
 - The concept, importance, and methods of acclimatization pursuant to the employer's procedures.
 - The different types of heat illness, and the common signs and symptoms of heat illness, and appropriate first aid and/or emergency responses to the different types of heat illness, and in addition, that heat illness may progress quickly from mild symptoms and signs to serious and life threatening illness.
 - The importance to employees of immediately reporting to the employer, directly or through the employee's supervisor, symptoms or signs of heat illness in themselves, or in co-workers.
 - The employer's procedures for responding to signs or symptoms of possible heat illness, including how emergency medical services will be provided should they become necessary.
 - The employer's procedures for contacting emergency medical services, and if necessary, for transporting employees to a point where they can be reached by an emergency medical service provider.
 - The employer's procedures for ensuring that, in the event of an emergency, clear and precise directions to the work site can and will be provided as needed to emergency responders. These procedures shall include designating a person to be available to ensure that emergency procedures are invoked when appropriate.
- b. Supervisor training. Prior to supervising employees performing work that should reasonably be anticipated to result in exposure to the risk of heat illness effective training on the following topics shall be provided to the supervisor:
- The information required to be provided by applicable sections above.
 - The procedures the supervisor is to follow to implement the applicable provisions in this section.
 - The procedures the supervisor is to follow when an employee exhibits signs or reports symptoms consistent with possible heat illness, including emergency response procedures.
 - How to monitor weather reports and how to respond to hot weather advisories.

Heat Illness Prevention Plan.

The employer's shall establish, implement, and maintain, an effective heat illness prevention plan. The plan shall be in writing in both English and the language understood by the majority of the employees and shall be made available at the worksite to employees and to representatives of the Division upon request. The Heat Illness Prevention Plan may be included as part of the employer's Illness and Injury Prevention Program required by section 3203, and shall, at a minimum, contain:

- a. Procedures for the provision of water and access to shade.
- b. The high heat procedures.
- c. Emergency Response Procedures.
- d. Acclimatization methods and procedures.

DD. Heavy Equipment

1. Safety requirements for heavy construction equipment are as follows:
 - a. General repairs must not be made to powered equipment until workers are protected from movement of the equipment or its parts.
 - b. Before repairs are made workers must comply with lock-out/block-out requirements if applicable.
 - c. Wherever mobile equipment operation encroaches on a public thoroughfare, a system of traffic controls must be used.
 - o Flaggers are required at all locations where barricades and warning signs cannot control the moving traffic.
 - o Flaggers shall wear high visibility safety apparel and headwear manufactured in accordance to ANSI/ISEA standards. Also, all employees (on foot), such as grade-checkers, surveyors and others exposed to the hazard of vehicular traffic, shall wear high visibility safety apparel in accordance with the requirements of T8CCR; 1590, 1598 and 1599.
2. Job-site vehicles must be equipped with the following:
 - a. operable service, emergency, and parking brakes,
 - b. two operable headlights and taillights for night operation,
 - c. windshield wipers and defogging equipment as required (Cracked or broken windshields shall be promptly replaced),
 - d. seat belts if the vehicle has rollover protection structures,
 - e. fenders or mud flaps,
 - f. adequate seating if the vehicles are used to transport employees.

Vehicles and systems must be checked for proper operation at the start of each shift.

3. Rollover protection structures and seat belts must be installed for the following equipment having a brake horsepower rating above 20:
 - a. bulldozer,
 - b. front-end loader,
 - c. motor grader,
 - d. scraper,
 - e. tractor (except side boom pipe laying),
 - f. water wagon prime mover.
4. Haulage and earth moving equipment safety requirements are as follows:
 - a. Every vehicle having a body capacity of 2.5 cu. yds. or more must be equipped with an automatic backup alarm that sounds immediately on backing.
 - b. All other vehicles operating when rear vision is blocked must be equipped with an automatic back up alarm or its equivalent.

Note: In congested areas or areas with high ambient noise which makes hearing the alarm difficult, a signal person in clear view of the operator must direct the backing operation.
 - c. All vehicles must be equipped with a manually operated warning device.
 - d. Haulage vehicles in operation must be under operator control and must be kept in gear when descending grades.
 - e. The brakes on a haulage vehicle must meet the criteria specified by the Construction Safety Orders.
 - f. Machines shall be operated at speeds and in a manner consistent with conditions of the project.

- g. The control devices on a haulage vehicle must be inspected at the beginning of each shift.
- h. Exposed scissor points on front-end loaders must be guarded.
- i. Engines must be stopped during refueling.
- j. Lights are required for night operation.
- k. Vehicles loaded by cranes, shovels, loaders, and similar devices must have an adequate cab or canopy for operator protection.
- l. Dust control is required when dust seriously limits visibility.
- m. In dusty operations, equipment operators shall use adequate respiratory protection.
- n. Employers shall ensure appropriate hearing protection is provided and used when needed.
- o. Loads on vehicles must be secured from displacement.

EE. Housekeeping

Housekeeping is a term used to describe the cleaning of the work site and surrounding areas of construction project-related debris. The term also refers to the managing and storing of materials that are used on the project.

Individual employers are responsible for all debris or construction materials generated by their work process; all such material must be maintained in an orderly fashion at all times while on site.

Listed below are the general requirements for housekeeping to which all work sites are subject.

- a. Work surfaces, passageways, and stairs shall be kept reasonably clear of scrap lumber and debris. (All exits and access ways must be kept unobstructed.)
- b. Ground areas within six (6) feet of buildings under construction shall be kept reasonably free of irregularities.
- c. Storage areas and walkways on construction sites shall be kept reasonably free of dangerous depressions, obstructions, and debris.
- d. Piled or stacked material shall be placed in stable stacks to prevent it from falling, slipping, or collapsing.
- e. Material on balconies or in other similar elevated locations on the exteriors of buildings under construction shall be placed, secured or positively barricaded in order to prevent the material from falling.
- f. Metal containers with covers must be provided for disposal of oily and paint soaked rags.

GG. Injury and Illness Prevention Program

An Injury and Illness Prevention Program (IIPP) is required at all work sites. The program is considered effective if it satisfies the regulatory requirements of T8 CCR 3203 and helps the employer and the employee to identify and control the hazards specific to their work site. Following is a summary of the regulatory requirements.

1. The IIPP must be in writing and must include the following elements:
 - a. The employer's assignment of responsibilities,
 - b. A system for ensuring employee compliance with safe work practices,
 - c. A system for two-way communication between employers and employees about safety issues,
 - d. Scheduled inspections and an evaluation system to identify hazards,
 - e. An accident investigation process,
 - f. Procedures for correcting unsafe and unhealthy conditions,

- g. Safety and health training,
 - h. Recordkeeping.
2. Other IIPP requirements for construction are:
 - a. Employers must adopt and post a Code of Safe Practices at each jobsite. On the following Dept. of Industrial Relations (DIR) website, Plate A-3 in Appendix A of the Construction Safety Orders illustrates a general format
 - b. Periodic meetings of supervisors must be held to discuss the safety program and accidents that have occurred.
 - o Supervisors must conduct tailgate or toolbox safety meetings at least every ten (10) working days; however, weekly meetings are recommended.
 3. Required safety training for employees includes:
 - a. New workers shall be instructed in safe work practices, job hazards, and safety precautions and shall be required to read the Code of Safe Practices.
 - b. The employer shall permit only qualified or experienced employees to operate equipment or machinery.
 - c. Workers shall be instructed in the following:
 - o The recognition of jobsite-specific hazards.
 - o Procedures for protecting themselves.
 - o First aid procedures in the event of injury.

HH. Portable Ladders

1. Inspection and maintenance requirements are below:
 - a. Ladders shall be inspected by a Qualified Person for visible defects frequently and after any occurrence that could affect their safe use.
 - b. Ladders shall be maintained in good condition at all times.
 - c. Metal ladders shall not be exposed to acid or alkali materials that are capable of corroding the ladder and reducing the ladder's strength, unless recommended otherwise.
 - d. Remove ladders that have developed defects such as broken or missing steps, rungs, cleats, safety feet, side rails, or other defects from service, and tag or mark them with "Dangerous, Do Not Use".
 - e. All ladders shall be free of oil, grease, or slippery materials. Wood ladders shall not be painted with other than a transparent material.
2. Prohibited uses of portable ladders are given below:
 - a. Ladders shall not be used as a brace, skid, guy or gin pole, gang-way, or for uses they were not intended, unless recommended by the manufacturer.
 - b. Do not place planks on the top cap.
 - c. Step ladders shall not be used as single ladders or in the partially closed position.
3. To safely use portable ladders employees must also follow the requirements noted below:
 - a. Portable ladders shall not be overloaded when used.
 - b. The base of ladders shall be placed on a secure and level footing. Ladders shall not be placed on unstable bases.
 - c. Ladders shall not be used on slippery surfaces unless slippage is prevented.
 - d. The top of non-self-supporting ladders shall be placed with two rails supported equally, unless a single support attachment is provided and used.
 - e. Non self-supporting ladders shall, where possible, be used so that the horizontal distance from the top support to the foot of the ladder is one-quarter of the working length of the ladder.

- f. The ladder shall be so placed as to prevent slipping, and shall be tied, blocked, held, or otherwise secured to prevent displacement.
- g. Ladders shall not be used in a horizontal position as platforms, runways, or scaffolds unless designed for such use.
- h. When two (2) or more separate ladders are used to reach an elevated work area, the ladders shall be offset with a platform or landing between the ladders.
- i. Extend ladder side rails to at least three (3) feet above the landing unless handholds are provided.
- j. Do not tie ladders together to provide longer sections unless the ladders are designed for such use and equipped with the necessary hardware fittings.
- k. Extension ladders shall be erected so that the top section is above and resting on the bottom section with the rung locks engaged.
- l. Do not place ladders in passageways, doorways, driveways, or any location where they may be displaced unless protected by barricades or guards.
- m. Climb or work with the body near the middle of the step or rung and do not overreach from this position. To avoid overreaching, the employee shall descend and reposition the ladder.
- n. Employees shall be prohibited from carrying equipment or materials which prevent the safe use of ladders.
- o. Face the ladder while climbing and descending, and maintain contact with the ladder at three-points at all times.
- p. Do not stand and work on the top three rungs of a single or extension ladder.
- q. Employees shall not stand on the top cap or the step below the top cap of a stepladder.
- r. Do not use the X-bracing on the rear section of a stepladder for climbing unless the ladder is so designed and provided with steps for climbing on both front and rear sections.
- s. Ladders shall not be moved or extended while occupied.
- t. Non-conductive ladders shall be used in locations where the ladder or user may contact unprotected energized electrical conductors or equipment. Conductive ladders shall be legibly marked with signs reading "CAUTION—DO NOT USE AROUND ELECTRICAL EQUIPMENT," or equivalent.
- u. The area around the top and bottom of a ladder shall be kept clear.
- v. Job made ladders shall be constructed in accordance with Cal/OSHA Specifications.
- w. Type II (Commercial) and Type III (Household) ladders are prohibited.

Duty Rating	Ladder Type	Working Load (lbs.)
Special Duty	IAA	375
Extra Heavy	Duty IA	300
Heavy	Duty I	250
Medium	Duty II	225
Light	Duty III	200

II. Laser Equipment

The primary hazard of using laser equipment is injury to the eyes. Following are selected regulatory requirements:

- a. Only qualified persons may operate laser equipment.
- b. Equipment must be turned off or shielded when unattended and not in use.
- c. Laser beams must never be pointed or directed at people.
- d. Lasers must have a label indicating their maximum output.
- e. Employees who have a potential exposure to direct or reflect laser light greater than five (5) mill watts shall be provided with anti-laser eye protection as specified in Section T8 3382(e).

- f. Warning signs and labels (in accordance with ANSI) must be posted in areas where lasers are used.

JJ. Lighting

Construction areas, ramps, corridors, offices, shops and storage areas, etc., shall be lighted to not less than the minimum illumination intensities in the following table while work is in progress:

Minimum Illumination Intensities in Foot-Candles.	
Foot-Candles	Area or Operation
10	General construction area lighting low activity.
10	Outdoor active construction areas, concrete placement, excavation and waste areas, access ways, active storage areas, loading platforms, refueling, and field maintenance areas.
10	Indoors: warehouses, corridors, hallways, stairways, and exit-ways.
10	General construction plant and shops (e.g., batch plants, screening plants, mechanical and electrical equipment rooms, carpenter shops, rigging lofts and active storerooms, barracks or living quarters, locker or dressing rooms, mess halls and indoor toilets and workrooms).
10	Nighttime highway construction work.
30	First-aid stations, infirmaries, and offices.

Nighttime highway construction work lighting shall be provided within the work zone to illuminate the task(s) in a manner that will minimize glare to work crews and not interfere with the vision of oncoming motorists.

KK. Lockout/ Tag out

When equipment needs to be de-energized during cleaning, servicing, or adjusting operations, the following applies:

- Machinery or equipment capable of movement shall be stopped, and the power source shall be de-energized or disengaged.
- Moveable parts shall be mechanically blocked or locked out.
- Equipment that has lockable controls or that is readily adaptable to lockable controls shall be locked out or positively sealed in the off position.
- Accident prevention signs or tags shall be placed on the controls of equipment, machines, and prime movers during repair work.
- An energy control procedure shall be developed and used by the employer.
- If the equipment must move during repair or maintenance, the employer shall provide and require the use of extension tools or other means to protect employees from injury due to the movement. Employees shall be trained on the safe use and maintenance of such tools or means.
- Repairs on Heavy Construction equipment must not be made until workers are protected from movement of the equipment or its parts.

An authorized person shall be responsible for the following before working on de-energized electrical equipment or systems unless the equipment is physically removed from the wiring system:

- Notifying all involved personnel.
- Locking the disconnecting means in the "open" position with the use of lockable devices, such as padlocks, combination locks or disconnecting of the conductor(s) or other positive methods or procedures which will effectively prevent unexpected or inadvertent energizing of a designated circuit, equipment or appliance.

LL. Machine Guarding

Machine guarding is required on all moving machine parts when the operation of a machine or accidental contact with the parts could injure the operator or other workers.

The following are some of the major moving machine parts that must be guarded:

- a. gears, sprockets, and chain drives,
- b. belt and pulley drives,
- c. belt conveyor head and tail pulleys,
- d. screw conveyors,
- e. exposed shafts and shaft ends,
- f. collars and couplings,
- g. hazardous revolving or reciprocating parts.

MM. Personal Protective Equipment

- a. Employers are required to assess the workplace to determine if hazards that require the use of personal protective equipment are present or are likely to be present.
- b. Employers must certify in writing that a workplace hazard assessment has been performed.
- c. Employers must select and have affected employees use properly fitted personal protective equipment (PPE) suitable for protection from existing hazards.
- d. Employees must, at all times unless otherwise directed, wear an approved hard hat on the jobsite.
- e. Employers must supply all personal protective equipment.
- f. Employees working in locations where there is risk of receiving eye injuries, such as punctures, abrasions, contusions, or burns, shall be safeguarded by means of appropriate eye or face protection.
- g. All safety glasses, goggles, and face shields must have the ANSI-Z87 approval. Safety glasses with permanently affixed side shields are required at all times.
- h. Safety eyewear manufactured to meet or exceed the requirements of ANSI Z87. 1-2003 must provide High Impact protection.
- i. Sturdy work boots are required at all times on the jobsite. Employees on the jobsite shall not wear tennis shoes, running shoes, casual street shoes, sandals or shoes made of other thin material.
- j. At minimum a Class II High Visibility reflective vest or equivalent shall be worn at all times while on-site.
- k. Respiratory, hearing, face, skin, and hand protection are required for any applicable areas on the jobsite.
- l. Employees who are required to wear respiratory protection must receive a medical assessment of their physical ability to wear the equipment, be properly fit tested, and be trained in the use, care, maintenance, and limitations of the respiratory device.
- m. Shirts must have a minimum four (4)-inch sleeve (no tank tops or shirtless attire), Shorts are not allowed.
- n. Proper professional work attire must be worn at all times.

NN. Public Protection Plan

The Contractor shall develop a Public Protection Plan prior to the commencement of work. The Plan shall be reviewed and revised as necessary throughout the project.

The plan shall be in writing and available at the jobsite for review upon request.

Public refers to parties not involved with the execution of work related to this project.

OO. Ramps and Runways

Regulations concerning ramps and runways are as follows:

1. General requirements
 - a. Ramps must be properly designed to provide a safe means of access for foot or vehicle traffic.
 - b. Open sides of ramps that are six (6) feet or more above ground must have standard guardrails.
2. Foot ramps
 - a. Foot ramps must be at least 20 inches wide and must be secured and supported to avoid deflection or springing action.
 - b. If the ramp slope exceeds two (2) feet of rise for every ten (10) feet of run, cleats must be eight (8) inches or more in length and must be placed not more than 16 inches apart.
3. Wheelbarrow ramps and runways
 - a. Wheelbarrow ramps and runways must be firmly secured against displacement.
 - b. Ramps more than three (3) feet high must be 30 inches wide, and planks must be firmly cleated together.
 - c. False-work design loads must be increased by ten (10) psf for worker-propelled carts.

PP. Scaffolds

1. General requirements
 - a. Scaffolds must be provided for work that cannot be done safely by employees standing on ladders or on solid construction that is at least 20 inches wide.
Exception: A 12-inch wide plank on members that are on 24 inch (or closer) centers is permitted.
 - b. The design and construction of scaffolds must conform to applicable standards and requirements. T8CCR: 1637, ANSI A10.8-1988, ANSI/ASSE A10.8-2001 Standards are based on stress grade lumber. Metal or aluminum may be substituted if the structural integrity of the scaffold is maintained.
 - c. Each scaffold must be designed to support its own weight and four (4) times the maximum load. Maximum working loads are as follows:
 - o Light-duty scaffolds: 25 psf of work platform.
 - o Medium-duty scaffolds: 50 psf of work platform.
 - o Heavy-duty scaffolds: 75 psf of work platform.
 - o Special-duty scaffolds: exceeding 75 psf as determined by a qualified person or a California registered Civil Engineer with scaffold design experience.
 - o Engineered scaffolds: as determined by a California registered Civil Engineer with scaffold design experience.
2. The erecting and dismantling of scaffolds are regulated as follows:
 - a. Scaffold erection and dismantlement must be supervised by a qualified person.
 - b. Scaffolds must be erected and dismantled according to design standards, engineered specifications, or manufacturer's instructions.
 - c. A DOSH permit is required for erecting and dismantling scaffolds that exceed three stories or 36 feet in height.
 - d. Scaffold access: ladders, horizontal members, and stairways must provide safe and unobstructed access to all platforms. The equipment must be located so that its use will not disturb the stability of the scaffold.

3. Metal Scaffolds must be secured as follows:
 - a. Scaffolds must be tied off with a double-looped No. 12 iron wire or a single-looped No. 10 iron wire or the equivalent at intervals not to exceed 30' horizontally and subject to the following:
 - b. Ties shall be required at the free ends of the scaffold when the height of the scaffold platform exceeds 3 times the least base dimension. The remaining ties of the first row shall be required when the height of the scaffold platform is four times the least base dimensions.
 - c. (B) Ties for subsequent levels shall be installed at 26-foot intervals vertically, with the last tie no further from the top than four times the least base dimension.
 - d. (C) As an alternate means, scaffolds shall be guyed or outriggers shall be used to prevent tipping or upsetting.
 - e. (D) Wind Loading. When scaffolds are partially or fully enclosed, specific precautions shall be taken to assure the frequency and adequacy of ties attaching the scaffolding to the building.
 - f. A compression member should prevent scaffold movement toward the structure.
4. Scaffold platforms must conform to the following:
 - a. Platforms must be capable of supporting the intended load.
 - b. Platforms must be planked solid (without gaps) and cover the entire space between scaffold uprights.

Exception: In solid planking the following gaps are permissible:

 - The opening under the back railing.
 - Wood scaffolds: eight (8) inches (maximum) horizontal.
 - Metal scaffolds: ten (10) inches (maximum) horizontal.
 - Space between the building (structure) and the platform.
 - Wood scaffolds: 14 inches (maximum).
 - Metal scaffolds: 16 inches (maximum).
 - Bricklayer's scaffolds: seven (7) inches (maximum) to finished face of building.
5. Platform minimum widths are as follows:
 - a. Light duty: 20 inches.
 - b. Heavy trades: four (4) feet.
 - c. Platform slope must not exceed two (2) feet vertically to 10 feet horizontally.
 - d. Overhead protection is required when people are working overhead.
 - e. Slippery platform conditions are prohibited.
6. Planking must conform as follows:
 - a. All solid sawn planking, unless specified in other orders, must be made of scaffold grade (structural plank 2,200 psi) lumber (see 1504) with a nominal dimension of at least two (2) feet by ten (10) feet.
 - b. Prior to being placed into service, all solid sawn wood scaffold planks shall be certified by, or bear the grade stamp of, a grading agency approved by the American Lumber Standards Committee.
 - c. All Douglas Fir and Southern Pine planking sized two (2)-inch by 10-inch (nominal) or two (2)-inch by nine (9)-inch (rough) shall not exceed a maximum span as follows:
 - Light trades @ 25 psf = ten (10) feet.
 - Medium trades @ 50 psf = eight (8) feet.
 - Heavy trades @ 75 psf = seven (7) feet.

All scaffold planks shall be visually inspected for defects before use each day. Defective or damaged scaffold planks shall not be used and shall be removed from service.

7. Planking shall overhang the ledger or support as follows:
 - a. A minimum of six (6) inches. A maximum of 18 inches.
 - b. A single plank (up to four (4) feet high) is only permitted on light-trade wooden pole and horse scaffolds.
 - c. All platform planks, shall not deflect more than 1/60 of the span when loaded to the manufacturer's recommended maximum load.
 - d. Guardrails must be installed on open sides and ends of platforms that are six (6) feet or higher.

Exception:

- a. X braces that substitute for a mid-rail must intersect 20 inches to 30 inches above the platform.
- b. X-braces that substitute for a top rail must intersect 42 inches to 48 inches above the platform, and a mid-rail must be placed at 19 inches to 25 inches above the platform.

Toe boards are required on all railed sides of work surfaces where employees work or pass below.

8. Prohibited scaffolds and supports:
 - a. Shore scaffolds.
 - b. Jack scaffolds (with brackets attached to single studs).
 - c. Lean-to scaffolds.
 - d. Stilts.
 - e. Nailed brackets.
 - f. Brick or blocks.
 - g. Loose tile.
 - h. Unstable objects.

Maximum scaffold working load must be posted or provided to and available from the jobsite supervisor.

9. Prohibited Work Practices:
 - a. Work on or from scaffolds during storms or high winds unless:
 - o A qualified person has determined that it is safe and Employees are protected by a personal fall arrest system, or wind screens.

Note: Wind screens shall not be used unless the scaffold is secured against the anticipated wind forces.
 - b. Wood platforms shall not be painted with opaque finishes, but can be coated with certain clear finishes.

10. Tower and Rolling Scaffolds.

- a. The specifications for tower and rolling scaffolds are as follows:
 - o The "height-to-base" must not exceed 3:1 unless the scaffold is secured.
 - o A screw jack must extend one third (1/3) of its length into the leg tube, and the exposed thread must not exceed 12 inches.
 - o Two (2)-wheels, or casters, must swivel; all four (4) must lock.
 - o A fully planked platform is required.
 - o All frame and center joints shall be locked together by lock pins, bolts, or equivalent fastenings.
 - o The scaffold must have horizontal diagonal bracing.

- Railings are required if the platform is six (6) feet or more above grade.
- Ladders or other unstable objects shall not be placed on top of rolling scaffolds to gain greater height.
- When scaffolds are built on motor trucks or vehicles, they must be rigidly attached to the truck or vehicle.
- Trucks or vehicles that have scaffolds attached to them shall have a device in use whenever employees are on the scaffold that prevents swaying or listing of the platforms.
- b. Employees may ride on rolling scaffold moved by others below if the following conditions exist:
 - The floor or surface is within three (3) degrees of level, and free from pits, holes, or obstructions.
 - The minimum dimension of the scaffold base, when ready for rolling, is at least one half (1/2) of the height. Outriggers, if used, shall be installed on both sides of staging.
 - The wheels are equipped with rubber or similar resilient tires. For towers 50 feet or over, metal wheels may be used.
 - The manual force used to move the scaffold shall be applied as close to the base as practicable, but not more than five (5) feet (1.5 meters) above the supporting surface of the scaffold.
 - Before a scaffold is moved, each employee on the scaffold shall be made aware of the move.
 - No employee shall be on any part of the scaffold which extends outward beyond the wheels, casters, or other supports.
- c. Employees may ride and move on a self-propelled rolling scaffold while on the platform without assistance from others below provided the following conditions are met:
 - The scaffold platform shall not be more than four (4) feet above the floor level.
 - The working platform shall be no less than 20 inches in width with a maximum one (1) inch space between platform planks
 - Wheels or casters of rolling scaffolds shall be provided with an effective locking device that is used in accordance with T8 CCR: 1646(c) or rolling scaffolds shall be provided with an effective device that is used to prevent movement of the scaffold when workers are climbing or working on the scaffold.
 - The use of power systems such as motor vehicles, add-on motors, or battery powered equipment to propel a rolling scaffold is prohibited.

Employees who ride on rolling scaffolds and employees that assist in moving employees riding on a rolling scaffold shall be trained on the hazards associated with riding on a rolling scaffold.

QQ. Toilets/ Washing Facilities/ Sanitation

Regulations concerning toilets, hand washing, and sanitation include the following:

- a. Toilet facilities are required at the jobsite.
- b. A toilet is required for each 20 employees or fraction thereof of each sex; urinals may be substituted for half of the units.
Exception: Sites with fewer than five (5) employees are not required to provide separate toilets for each sex; however, toilets must be lockable from the inside.
- c. Toilets must be kept clean and supplied with toilet paper.
- d. Toilets are not required for mobile crews if transportation to nearby toilets is available.
- e. One washing station must be provided for each 20 employees or fraction thereof.
- f. Washing stations must be clean and have an adequate supply of soap, water, and single use towels (or warm air blower).
- g. Washing station must have a sign indicating water is for washing.

- h. Wash stations are to be located outside and not attached to the toilet facility.
Exception: Where there are less than five (5) employees and only one toilet facility is required, the wash station may be located inside the toilet facility.
- i. An adequate supply of potable (drinkable) water must be provided at each jobsite. The employer shall take one or more of the following steps to ensure every employee has access to drinking water:
 - o Provide drinking fountains.
 - o Supply single-service cups.
 - o Supply sealed one-time use water containers.
 - o Ensure re-usable, closable containers are available for individual employee use.

RR. Tools and Equipment

General Requirements for Tools and Equipment Include:

- a. Tools must be kept clean and in good repair.
- b. Only trained or experienced employees may operate tools, machines, or equipment.
- c. Power-operated tools must be grounded or of the double-insulated type. If double-insulated types or tools are used, the equipment shall be distinctively marked.
- d. Power-operated tools should be kept out of wet locations.
Guards required by the SOs (Safety Orders) must not be removed or deactivated.

Control switches for powered hand tools are subject to the regulations noted below:

- a. The following tools must be equipped with a constant-contact (dead-man) on-off switch:
 - o Drills.
 - o Tappers.
 - o Fastener drivers.
 - o Grinders.
 - o Disc and belt sanders.
 - o Reciprocating saws.
 - o Circular saws.
 - o Chain saws.
 - o Concrete vibrators.
 - o Concrete breakers.
 - o Concrete trowels.
 - o Powered tampers.
 - o Jack hammers.
 - o Rock drills.
 - o Tools similar to those above.
- b. Hoisting or lowering electric tools by their cords is prohibited.
- c. Powder-actuated tools (PAT) shall be approved for their intended use, or have California approval numbers.
 - o Only trained workers holding a valid operator's card may use a POWDER-ACTUATED TOOL (PAT).
 - o Containers must be lockable and bear a label that says POWDER-ACTUATED TOOL on the outside. The storage container must be kept under lock and key.
 - o Warning signs that say POWDER-ACTUATED TOOLS IN USE must be conspicuously displayed within 50 feet of a PAT operation.
 - o Misfires and skipped power charges must be stored and disposed of properly.
- d. Circular power saws are regulated as follows:
 - o Portable Circular power saws:
 - Teeth on the upper half of the saw blade must be permanently guarded.

- Teeth on the lower half of the saw blade must be guarded with a telescopic or hinged guard.
- Saw guards must not be blocked open to prevent guards from functioning.
- e. Miter (chop) saws are regulated as follows:
 - With the carriage in the full cut position, a guard must enclose the upper half of the blade and at least 50 percent of the arbor end.
 - With the carriage in the full retract (raised) position, lower blade teeth must be fully guarded, and the guard must extend at least three quarter ($\frac{3}{4}$)-inches beyond the teeth.
 - Employers shall instruct employees to keep hands and fingers outside the area below the blade until the blade has come to a complete stop.
- f. Radial arm (horizontal pull) saws are regulated as follows:
 - The upper half of the saw blade and arbor ends must be completely covered.
 - An anti-kickback device must be used during ripping operations.
 - Saws must return automatically to the tables back when released.
 - Saws must have a stop provided to prevent the saw blade from passing the front edge of the table.
- g. Table saws are regulated as follows:
 - A hood must cover the saw to at least the depth of the teeth.
 - The hood shall automatically adjust itself to the thickness of the material being cut at the point where the stock encounters the saw blade. The hood may be a fixed or manually adjusted hood or guard provided the space between the bottom of the guard and the material being cut does not exceed one quarter ($\frac{1}{4}$)-inch.
 - Table saws must be equipped with an anti-kickback device during ripping operations.
 - Push sticks or push blocks shall be provided at the work place in the several sizes and types suitable for the work to be done.

Note: The arbor speed of circular saw blades shall not exceed speeds recommended by the manufacturer.
- h. Chain saws are regulated as follows:
 - Chain saws must be equipped with a constant-pressure control that returns the saw to idling speed when released.
 - Chain saws must have a clutch adjusted to prevent the chain drive from engaging at idling speed.
- i. Pneumatic tools are regulated as follows:
 - Safety clips are required on pneumatic tools to prevent dies from being accidentally expelled from the barrel.
 - Pneumatic nailers and staplers must have a safety device that prevents the tool from operating when the muzzle is not in contact with the work surface.
Exception: Light-Duty nailers and staplers.
 - Pneumatic nailers and staplers must be disconnected from the air supply at the tool when performing any maintenance or repair on the tool, or clearing a jam.
 - The air hose of pneumatic nailers and staplers must be secured at roof level to provide ample but not excessive amounts of hose when an operator works on roofs sloped steeper than 7:12. . All pneumatic hoses exceeding one half ($\frac{1}{2}$)-inch inside diameter shall have a safety device at the source of supply or branch line to reduce pressure in case of hose failure.
 - Jack hammer operators must wear personal protective equipment when required, including foot protection. Jack hammer operators must also use hearing protection when noise levels exceed allowable exposure levels.

- All portable pipe threading/cutting machines, portable power driven augers (earth drills), and portable power drives shall be permanently equipped with a momentary contact device.

SS. Traffic Control

Worksite traffic controls and placement of warning signs must conform to the requirements of the "California Manual on Uniform Traffic Control Devices for Streets and Highways, September 26, 2006", published by the State Department of Transportation.

Additional means of traffic control, such as continuous patrol, detours, barricades, or other techniques for the safety of employees may be employed.

- a. Specifications for the size and design of signs, lights, and devices used for traffic control shall be as described in the "Manual", pursuant to the provisions of California Vehicle Code Section 21400, which is incorporated by this reference.
- b. Employees (on foot), such as grade-checkers, surveyors and others exposed to the hazard of vehicular traffic, shall wear high visibility safety apparel in accordance with the requirements of T8 CCR 1598 and 1599. 1590

Note: The warning garments such as vests, jackets, or shirts shall be manufactured in accordance with the requirements of the ANSI/ ISEA 107-2004, High Visibility Safety Apparel and Headwear. T8 CCR 1598(c)

- c. Flaggers (see Flaggers section in this guide) are required when the controls cited above are inadequate.

Note: The use of one flagger under specified circumstances is also permitted.

- d. The employer shall select the proper type (class) of high visibility safety apparel for a given occupational activity by consulting the Manual, apparel manufacturer, ANSI/ISEA 107-2004, Appendix B or the American Traffic Safety Services Association (ATSSA).

TT. Welding, Cutting and Other Hot Work

Each year numerous deaths from explosions, electrocutions, asphyxiation, falls, and crushing injuries are associated with hot work activities. These deaths from hot work often occur in confined or restricted spaces. In addition, numerous health hazards including heavy metal poisoning, lung cancer, metal fume fever, flash burns, and welders flash (burn to the eyes) are associated with exposure to fumes, gases, and ionizing and non-ionizing radiation formed or released during welding, cutting, brazing, and other hot work.

- a. Before workers begin any hot work, the following controls must be established:
 - No welding is permitted in an explosive environment.
 - A written "hot work" permit is required whenever a combustible environment may exist.
 - All combustible materials in the work area must be removed or shielded.
 - Suitable fire extinguishers, that meet NFPA and ANSI Standards, must be provided in the work area.
 - Welding blankets, curtains and pads shall be approved for their intended use.
 - Employers must instruct employees on hot work safety.
- b. Welders must be required to wear:
 - Non-flammable gloves with gauntlets.
 - Appropriate foot protection.
 - Aprons (leather) and shirts that have sleeves and collars.
 - Helmets, hoods, and face shields suitable for head protection.
 - Suitable eye protection.

- Respiratory protection (as required).
 - Screens must be provided to protect the eyes of non-welders from flash burns and ultraviolet light rays.
- c. Gas welding is regulated as follows:
 - Fuel gas and oxygen hoses must be distinguished from each other.
 - Couplings must not disconnect by means of a straight-pull motion.
 - Oil or grease must never come into contact with oxygen equipment.
 - Oxygen from a system without a pressure regulation device must never be used.
- d. Gas cylinders must be stored and used as follows:
 - Cylinders must be protected from all heat sources.
 - Cylinders containing oxygen, acetylene or fuel-gases shall not be taken into confined spaces.
 - Acetylene and Fuel gas cylinders, including but not limited to welding and cutting fuel gas cylinders, shall be stored and used with the valve end up.
Exception: Fuel gas cylinders containing fuel gas used to power industrial trucks regulated by Article 25 of the GISO.
 - All gas cylinders in service shall be securely held in substantial fixed or portable racks, or placed so they will not fall or be knocked over.
 - Cylinders must be handled in suitable cradles, with their valve caps installed; they must never be lifted by magnet, rope, or chain.
 - Cylinders must not be placed where they might form a part of any electric circuit.
 - Oxygen cylinders in storage shall be separated from fuel-gas cylinders or combustible materials (especially oil or grease), a minimum distance of 20 feet or by a noncombustible barrier at least five (5) feet high having a fire-resistance rating of at least one half (½)-hour.
 - Valve stem wrenches must be left in place while cylinders are in use.
 - A fire extinguisher rated at least 10 BC must be kept near the operation.
 - Backflow and Flash Arrestor protection is required.
- e. Arc welding is regulated as follows:
 - Cables in poor condition must not be used; no cable may be spliced within ten (10) feet of the electrode holder.
 - The frames of arc welding and cutting machines must be grounded.
 - Electrodes and holders that are not in use shall be protected so they cannot make electrical contact with employees or conducting objects.
 - Defective equipment must not be used.

Ventilation regulations for welding, cutting, and brazing operations require that worker's exposure(s) to hazardous fumes, gases, and vapors be reduced below PELs.
- f. Outdoor operations:
 - Respirators are required for any operation involving beryllium, cadmium, lead, or mercury. For other operations and materials, respirators are not required when natural or mechanical ventilation is sufficient to prevent exposure to airborne contaminants in excess of the PELs.
- g. Indoor operations
 - Respirators shall be used when local exhaust or mechanical ventilation is not feasible or able to prevent exposures that exceed specified limits.

- In enclosed spaces supplied-air respirators shall be used when local exhaust ventilation is not an effective means for preventing potentially hazardous exposures.

DEFINITIONS / ACRONYMS

The following titles and acronyms may not reflect the actual titles and acronyms in use by all entities on this project and do not have any force or effect beyond their use in the Safety Standards. Due to such differences in nomenclature among CSU and Contractors, the following are used throughout the OCIP Safety Manual to establish the functional framework for the OCIP Safety Program.

DEFINITIONS

ACM. Asbestos Containing Material.

Alliant Insurance Services (Alliant). The party responsible for brokering and administering the OCIP Insurance Program.

Authorized Person. (In reference to an employee's assignment) Selected by the employer for that purpose.

Cal/OSHA. As used in the context of this Safety Manual, refers to state agency with jurisdiction over workplace occupational safety and health at the project site.

Competent Person. One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

CM. The person or business entity with which the CSU enters into the construction manager at risk construction agreement. Same as Contractor.

CSR. Contractor Safety Representative.

CSU. The Trustees of the California State University or a designated representative.

Contractor. The person or business entity with which the CSU enters into the construction agreement -- the prime contractor, the General Contractor, or the CM or Design-Builder.

Contractor's Safety Representative. (CSR) Contractor's on-site designated and authorized employee assigned the responsibility of implementing the Contractor's Safety Program and/or Injury and Illness Prevention Program, including ongoing identification and correction of hazards.

Design-Builder: The person or business entity with which the CSU enters into the design-build construction agreement. Same as Contractor.

Employee. Person employed by an Employer as defined by this section.

Employer. Firm or entity that has Employees working on-site and is enrolled in the OCIP program. The term Employer includes the Contractor and Subcontractors of all tiers.

IIPP. Employers in California are required to have an effective written Injury and Illness Prevention Program (IIPP). The benefits of an effective IIPP include improved workplace safety and health, better morale, increased productivity, and reduced costs of doing business.

MRO. Medical Review Officer

OCIP Safety Representatives. Representatives of CSU and employees of Alliant Insurance, or the insurance carrier that are members of the Owner Safety Committee and/or the Project Safety Team. Project safety inspections will occur periodically by these representatives.

Owner Controlled Insurance Program (OCIP). CSU's owner wrap-up insurance program which provides insurance coverage for eligible and enrolled owner's representatives, Contractor, and Subcontractors of any tier, working on any of the CSU OCIP project sites. The Owner identifies program participants.

Owner Safety Committee. This is the management team that represents the safety and health interests of the OCIP in the prevention of insurance losses on all CSU OCIP projects. The team includes CSU project management, CSU risk management, Alliant Insurance safety representatives and representatives from the insurance carrier.

PACM. Presumed Asbestos Containing Materials

Project Safety Team. Alliant Insurance, Insurance Carrier, General Contractor and CSU Project Management., Subcontractor representatives as appropriate. This team is responsible for monitoring and evaluating the projects safety, health, and environmental compliance.

Qualified Person. A person designated by the employer who by possession of a recognized degree, certificate, or professional standing, or who, by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.

Site-Specific Safety Program (SSSP). The Employer's Site-Specific Safety Program prepared in accordance with the requirements of this document and the Contract.

Subcontractor. Firm or other entity awarded work by a Contractor on a particular construction project. Subcontractor as used herein shall apply to all tiers of subcontractors, as well as vendors and service providers performing work for the benefit of the Contractor. For the purposes of the Safety Standards, vendors, suppliers, and service providers on the project for the furtherance of the project are covered by this definition and are subject to the provisions of the Safety Standards even though they may not be enrolled in the OCIP.

Exception: Vendors, suppliers, and service providers, not enrolled in the OCIP are not expected to meet the SSR minimum safety qualifications (Unless Specified by Contractor) of:

- The minimum of (3) years of qualified project safety experience on similar type construction projects.
- Evidence of completing the 30 Hour Construction Outreach Training or equivalent with the past 3 yrs.

Subcontractor Safety Representative (SSR). Subcontractor Employee assigned the responsibility of implementing the Contractor's Injury and Illness Prevention Program, including ongoing identification and correction of hazards.

T8 CCR – Title 8, California Code of Regulations

ACRONYMS

ABC	Associated Building Contractors	MUTCD	Manual on Uniform Traffic Control Devices
AGC	Associated General Contractors of America	NEC	National Electrical Code
ANSI	American National Standards Institute	NFPA	National Fire Protection Association
ARM	Associate in Risk Management	NSC	National Safety Counsel
ASP	Associate Safety Professional	OCIP	Owner Controlled Insurance Program
ASSE	American Society of Safety Engineers	OSHA	Federal Occupational Safety and Health Administration
DHS	Department of Homeland Security	PPE	Personal Protective Equipment
CBP	Customs and Border Protection	PSP	Pro-Active Safety Process
CDL	Commercial Driver's License	RIMS	Risk and Insurance Management Society
CPR	Cardio Pulmonary Resuscitation	RPM	Revolutions per Minute
EPA	Environmental Protection Agency	SMS	Safety Management Systems
GVW	Gross Vehicle Weight	SSSP	Site-Specific Safety Program
HEPA	High Efficiency Particulate Air	TSA	Transportation Security Administration
JSA	Job Safety Analysis	T8	Title 8 of the California Code of Regulations
LEL	Lower Explosive Limit	UL	Underwriters' Laboratories
MSDS	Material Safety Data Sheet	USDOT	United States Department of Transportation

APPENDIX: FORMS

Project Safety Summary Report
Project Safety Observation Form
Orientation
Drug Testing Consent Form

Project Safety Summary Report

OCIP Safety Representative Project Safety Summary Report			
Project Name:			
GC/CM:			
Date of Survey:		Time of Survey:	
OCIP Safety Observer:			
Project Safety Manager:			
Approx. # of Workers on site:		% Project Complete:	
Construction Activities Observed:			
★			
List of subcontractors on site:			
★		★	
Positive Observations (Best Practice):			Photo #
★			
★			
★			
★			
★			
Areas for Improvement:			Item # Photo #
★			
★			
★			
★			
★			
★			
Recommendations (see attached)			
★			
Losses incurred since last survey:			
★			
Future Services/Critical Evolutions Planned:			
★			

Project:	GC/CM:
Date:	OCIP Safety Representative:
Time:	GC/CM Project Contact:

[illegible]

The California State University / Alliant Insurance Services OCIP Safety Program

Project Name: _____

Safety Orientation & Drug Test Consent

Safety Orientation

Construction is a highly safety-sensitive occupation. The Project Team's objective is to emphasize that protecting people and property are of paramount importance to the success of this project. Safety is not to be sacrificed for production. Safety must be considered an integral part of the work process. You, as an employee on this project have a responsibility to prevent injuries to yourself and others. The following is a summary of safety priorities that you must be aware of before starting work on this project.

1. The use of hard hat, safety vest and safety glasses are required at all times while on the project site.
2. All incidents whether they involve injury or not (near miss), major accidents, jobsite emergencies, and injuries which result in first aid treatment must be reported immediately to your supervisor.
3. Every work operation should have a Pre-Task Plan and a Job Hazard Analysis to identify work operations, potential hazards, and control of hazards through the hazard analysis and task plan. Your supervisor and the project safety personnel are responsible for this analysis and planning. Employers are required to provide training for any Employee who might be exposed to a fall hazard prior to the exposure.
4. Good conduct on the project is essential for the common good of all employees and the efficient progress of the job. Undesirable conduct including, but not limited to the following will not be tolerated and could be grounds for dismissal from the project:
 - Unauthorized possession of any project property or material.
 - Possession, use of, or being under the influence of drugs, narcotics or other intoxicants on site.
 - Engaging in disorderly conduct.
 - Gambling, including sale of chances.
 - Fighting on project premises.
 - Unauthorized sleeping on the job during working hours.
 - Failure to wear or use required safety equipment.
 - Failure to observe safety, sanitary or medical rules and practices.
 - Illegal possession or use of narcotics or non-prescribed tranquilizers or pep pills on premises, or attempting to bring them on-site.
 - Possession or use of firearms, weapons, or explosives is expressly prohibited on the project site.
 - Defacing or damaging of equipment, tools, material or other property of the project or contractor.
 - Distributing or posting literature, photographs or other printed material, soliciting or attempting to solicit or collect funds without prior permission from Project Management. ☐ Sexual harassment of any type involving people on, or off, the project site.
5. The following employee safety requirements and policies are a part of the project safety plan. Your employer will provide further orientation on these items and show you where these procedures are posted.
 - Site Specific Safety and Health rules.
 - Permitting procedures, including work permits, excavation, confined space entry, lock-out, etc.
 - Hazard communications.
 - Emergency alarms and evacuation procedures.
 - An Emergency Action Plan is posted through the jobsite and contractor tool-box areas, and will be described to workers during the weekly safety meetings.

Drug and Alcohol Free Work Environment

Resulting from the safety-sensitive nature of construction, all employees shall be subject to this Substance Abuse Prevention Policy that includes drug screening and drug and alcohol testing as described below in order to maintain a safe, healthy and efficient work environment and to minimize absenteeism and tardiness.

Periodic oral swab drug screening will be used to determine if there is reasonable suspicion to proceed to a urine drug test. All (100% of) employees of the contractor and all subcontractors' employees on the project site on selected days, periodically during the course of the project, shall be required to submit to drug screening with oral swabs. Your employer will assemble a roll sheet of all people on-site the day of the drug screening. Workers on the roll sheet, and not present at the drug screening, shall be drug screened before their return to work.

A negative screening results indicate neither drugs nor alcohol were detected. The employee may remain on the jobsite and is subject to future screening. For all non-negative oral screening results (positive or inconclusive) the employee may elect to verify a non-conclusive oral with a follow up on site urinalysis, with immediate results. If the urinalysis testing is not conclusively negative, or if the employee elects to not have the on-site urinalyses testing, then the confirmation protocol listed in the Fundamental Requirements of the OCIP Drug Free Work Environment must be followed, and the employee may not return to the jobsite until a confirming lab based urine test, reviewed by a Medical Review Officer (MRO), has confirmed a negative result.

A urine test will be performed if there is reasonable cause to suspect that there is drug or alcohol use by an employee, and/or when an employee is involved in any type of incident requiring third party first aid, a clinical visit and/or resulting in property damage in excess of \$500 dollars.

Employees governed by this policy may possess a prescription medication in its original container and prescribed for current use of the person in possession by an authorized medical practitioner provided that the employee taking the prescription medicine performs no duties which may affect the employee's work ability (particularly their alertness and coordination), safety and the safety of others. Because marijuana remains illegal under Federal Law, medical marijuana cards or prescriptions permitting their use will not be allowed by workers on this project.

Employees that refuse to sign this orientation & consent form shall not be allowed to work on the project.

Contractor / Subcontractor (Employer) Name: _____			
Employee's Name: _____ Last, First		Date of Birth: ____ / ____ / ____ MM / DD / YYYY	
Local Home Address: _____ Address City, State, Zip			
Soc. Sec. #: ____ - ____ - ____		Position / Craft: _____	
<p>I hereby consent and agree to give specimens of my saliva and/or urine to the facility designated by my employer as described above. These specimens shall be used to detect the presence of drugs and / or alcohol in my biological system. I further consent and agree that the results of the screening and tests may be furnished to my employer by the testing facility, and my employer may forward the test results to the general contractor, and any Union hiring hall which may have referred me.</p> <p>My signature below acknowledges that I have read, understood, and agree to the content in this safety orientation, and consent to drug screening and testing as described herein.</p>			
_____ Employee Signature		_____ Date	
_____ Witness Signature		_____ Date	

Original to Employer
Copy to Employee