



**YOSEMITE FIRE PROTECTION
PHASE II
MAJ 15-MJ0062.1**

**PROJECT MANUAL, PLANS
AND SPECIFICATIONS**

CALIFORNIA POLYTECHNIC STATE UNIVERSITY
ONE GRAND AVENUE
SAN LUIS OBISPO, CALIFORNIA 93407

California Polytechnic State University - San Luis Obispo, CA

YOSEMITE FIRE PROTECTION PHASE II

PROJECT NO. MAJ 15-MJ0062.1

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YOSEMITE FIRE PROTECTION PHASE II PROJECT
MAJ 15-MJ0062.1

SECTION 00 00 03
PROJECT DIRECTORY

OWNER

CALIFORNIA POLYTECHNIC STATE UNIVERSITY (CAL POLY)

Facilities Planning & Capital Projects
Building 70
San Luis Obispo, CA 93407
805.756.5765 FAX: 805.756.7566
Project Manager: Colin Princi (805)756-6590 cprinci@calpoly.edu

INSPECTOR OF RECORD

CALIFORNIA POLYTECHNIC STATE UNIVERSITY (CAL POLY)

Facilities Planning & Capital Projects
Building 70
San Luis Obispo, CA 93407
805.756.6529 FAX: 805.756.7566
Inspector of Record: TBD

ARCHITECT/ENGINEER

GOSS ENGINEERING, INC.

320 S. Main Street
Corona, CA 92882
951.340.1977 FAX: 951.340-1090
Engineer: Nick Ubrun (nubrun@goss-eng.com)

STRUCTURAL ENGINEER

MIYAMOTO INTERNATIONAL, INC.

1901 East Alton Avenue, Suite 160
Santa Ana, CA 92705
949.579.1170 FAX: 949.579.1180
Engineer: Josh Reynolds (jreynolds@miyamotointernational.com)

END OF SECTION 00 00 03

California Polytechnic State University- San Luis Obispo, CA
YOSEMITE FIRE PROTECTION PHASE II PROJECT
MAJ 15-MJ0062.1

SECTION 00 00 03
PROJECT DIRECTORY

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California Polytechnic State University - San Luis Obispo, CA
YOSEMITE FIRE PROTECTION PHASE II PROJECT
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California Polytechnic State University - San Luis Obispo, CA
YOSEMITE FIRE PROTECTION PHASE II PROJECT
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California Polytechnic State University - San Luis Obispo, CA
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California Polytechnic State University - San Luis Obispo, CA
YOSEMITE FIRE PROTECTION PHASE II PROJECT
MAJ 15-MJ0062.1

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END OF SECTION

PART A

**NOTICE TO CONTRACTORS
&
BID PROPOSAL**

NOTICE TO CONTRACTORS
YOSEMITE FIRE PROTECTION PHASE II PROJECT,
PROJECT NO. MAJ 15-MJ0062.1
CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO
Facilities Planning & Capital Projects – Bldg. 70
San Luis Obispo, CA 93407

The Trustees of the California State University will receive sealed bid proposals in the Strategic Business Services office, Building 1, Room 128, at the above address, **before 3:00 p.m., on Thursday, March 9, 2017**, for furnishing all labor and materials for the construction of the **Yosemite Fire Protection Phase II Project, Project Number MAJ 15-MJ0062.1**, for the California Polytechnic State University, San Luis Obispo, campus.

Proposals will be received in the above-mentioned room **until 3:00 p.m. on Thursday, March 9, 2017**, in accordance with the contract documents, at which time the proposals will be publicly opened in Building 70, Room 110.

In general, the work consists of providing a complete wet automatic fire sprinkler system for all living and common areas in the buildings 6, 7, 8 and 9, in the Yosemite Dormitory complex, on the California Polytechnic State University campus in San Luis Obispo, California in accordance with the plans and specifications.

All work shall be in accordance with the plans and specifications prepared by Goss Engineering, Inc., 320 S. Main Street, Corona, CA 92882. Contact Nick Ubrun, Mechanical Engineer, at Ph. 951.340.1977, Fx. 951.340.1090. Plans and specifications may be seen at the office of the University and Plan Rooms. The budget and construction estimate for work of the Base Bid for the Yosemite Fire Protection Phase II Project is **\$1,140,000.00**.

Plans and specifications are available at: https://afd.calpoly.edu/cprm/vendor_info/bids_in_process. Any questions regarding this project shall be directed to Chris Overby, Procurement Specialist, telephone 805-756-5133, coverby@calpoly.edu.

Each bidder offering a proposal must comply with bidding provisions of Article 2.00 *et seq.* of the Contract General Conditions, and should be familiar with all the provisions of the Contract General Conditions and Supplementary General Conditions, especially Article 2.02, regarding **the necessity to prequalify with the Trustees ten (10) business days prior to the bid date**.

Bidders must be prequalified with the Trustees. Contractors shall register and log in to “PlanetBids” to apply for prequalification at http://www.calstate.edu/cpdc/cm/contractor_prequal_bidders.shtml. Only Contractors that prequalify for at least \$1,140,000; licensed in the State of California with a B license; **and attend the mandatory pre-bid walkthrough may bid on this project**.

This project is a public works project and is subject to prevailing wage rate laws (see Contract General Conditions, Article 4.02-c). All contractors and all tiers of subcontractors bidding on this project shall register to bid public works projects with the Department of Industrial Relations (DIR), and maintain current registration pursuant to Labor Code Section 1725.5. Please go to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information and to register. Bidders should familiarize themselves with all the provisions of the Contract General Conditions.

A mandatory pre-bid walkthrough has been scheduled for **Thursday, February 9, 2017, at 10:00 am**. Interested bidders shall assemble in Facilities (Bldg. 70), room 110 on the campus. Parking on campus is by paid permit only. Obtain daily parking permit, campus map, and directions at the Grand Avenue Visitor Information Center.

Familiarity with the Site: Each bidder must be familiar with the site (Contract General Conditions Article 2.04 *et seq.*).

Plan Holders List: Bidders that attend the mandatory pre-bid meeting will be added to the Plan Holders List. A list of bidders that attended the mandatory pre-bid walkthrough will be posted at: Procurement Services website, under Vendor Information/Bids In Process: https://afd.calpoly.edu/cprm/vendor_info/bids_in_process.

Notice to Contractors
Yosemite Fire Protection Phase II Project
Project No. MAJ 15-MJ0062

Small Business Preference: Preference will be granted to bidders properly approved as “Small Business” in accordance with Title 2, California Code of Regulations, Section 1896 *et seq.* and 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 microbusinesses (Contract General Conditions Article 2.11).

The Trustees require the successful bidder to achieve a minimum requirement of 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. Achieving the minimum requirement must occur prior to the bid opening.

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.

Bidders shall contact the Trustees’ DVBE Coordinator, Chris Overby, 805-756-5133. Bidders can find California certified DVBE's and additional DVBE information at the DGS's Small Business and DVBE Services webpage at: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

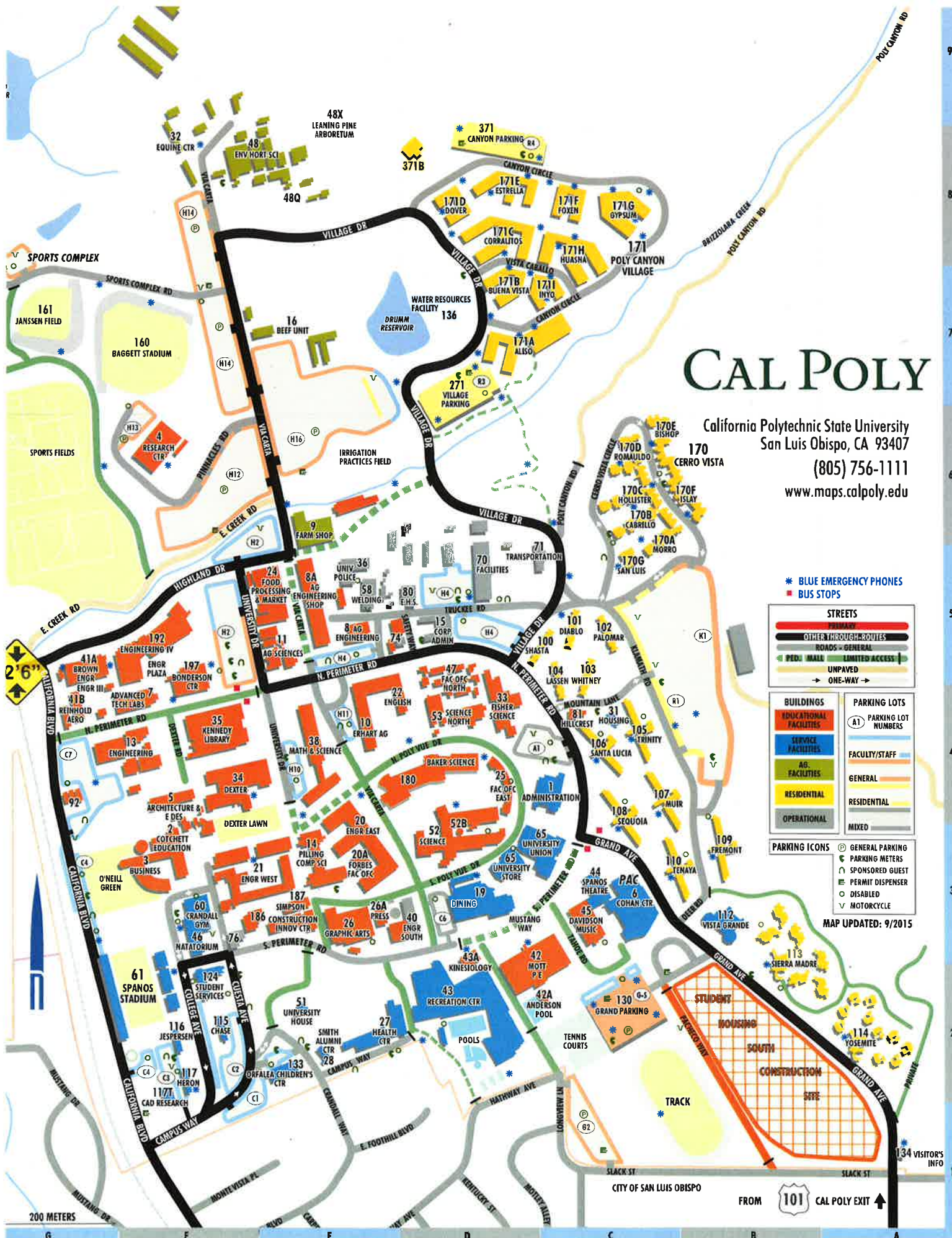
Bonds: A bid security in an amount equal to at least 10% of the amount of the bid (see Article 2.06(c) of the Contract General Conditions) is required. Contractor must use Bid Bond Form supplied by the University without alteration. Payment and Performance Bonds in the amount of 100% of the awarded contract price will be required of the successful bidder.

It will be the responsibility of each bidder to obtain a bid proposal package in sufficient time to fulfill requirements therein. Only contractors that can prequalify for at least \$1,140,000.00; licensed in the State of California with a B (General Building) license; registered with the State of California Department of Industrial Relations (DIR); and attend the mandatory pre-bid walkthrough may bid on this project. Bidders that do not meet these requirements will be considered non-responsive.

Contract Time: The time period for completion of the overall project shall be **one hundred twenty-three (123)** calendar days from the Work start date of May 1, 2017 and Work completion date of August 31, 2017 as stated in the Notice to Proceed.

Liquidated Damages: Each Tower shall be considered complete when a Certificate of Occupancy is issued by the California State Fire Marshal’s Office. Each Tower not complete by August 31, 2017 shall be assessed a liquidated damage assessment of Fifteen Thousand Dollars (\$15,000.00) per week for each week completion is delayed beyond the time prescribed for the project. The week starts on Sunday and ends on Saturday.

CAMPUS MAPS



CAL POLY

California Polytechnic State University
 San Luis Obispo, CA 93407
 (805) 756-1111
www.maps.calpoly.edu

* BLUE EMERGENCY PHONES
 ■ BUS STOPS

STREETS	
	PRIMARY
	OTHER THROUGH ROUTES
	ROADS - GENERAL
	PEDE. PATHS - LIMITED ACCESS
	UNPAVED
	ONE-WAY

BUILDINGS	PARKING LOTS
	EDUCATIONAL FACILITIES
	SERVICE FACILITIES
	AG. FACILITIES
	RESIDENTIAL
	OPERATIONAL
	PARKING LOT NUMBERS
	FACULTY/STAFF
	GENERAL
	RESIDENTIAL
	MIXED

PARKING ICONS	
	GENERAL PARKING
	PARKING METERS
	SPONSORED GUEST
	PERMIT DISPENSER
	DISABLED
	MOTORCYCLE

MAP UPDATED: 9/2015

200 METERS

CITY OF SAN LUIS OBISPO

FROM CAL POLY EXIT



BID PROPOSAL FORMS

BID PROPOSAL FORM

**YOSEMITE FIRE PROTECTION PHASE II PROJECT,
PROJECT NUMBER MAJ 15-MJ0062.1
CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO
One Grand Avenue
San Luis Obispo, CA 93407**

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 construction of Project Number **MAJ 15-MJ0062.1, Yosemite Fire Protection Phase II Project**, at California Polytechnic State University, San Luis Obispo, and hereby agrees to enter into contract for Project Number **MAJ 15-MJ0062.1** if this offer is accepted by the Trustees.

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

The above Base Bid 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/Engineer's construction cost estimate (and the construction budget) for work of the Base Bid of this project is **\$1,140,000.00**.

Award of the contract, if awarded, shall be based on the following: The lowest bid shall be determined as the lowest total of the bid prices of the Base Bid (PCC 10780.).

SPECIFY THE NUMBER OF EACH ADDENDUM YOU HAVE RECEIVED ON THE LINE BELOW
(WRITE THE NUMBER OF EACH AND EVERY ADDENDUM THAT YOU HAVE RECEIVED)

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.

The undersigned bidder is an approved **Small Business Contractor** and is hereby requesting the % Small Business Preference. Bidder has attached Small Business Preference and Certification Request. (Title 2, California Code of Regulations, Section 1896, *et seq.*)

YES _____ NO _____

The undersigned bidder is a **Non-Small Business** and is hereby requesting the 5% Small Business Preference. Bidder has attached Small Business Preference and Certification Request *and* commits to subcontract at least 25% of its total bid price with one or more small business(es). (Title 2, California Code of Regulations, Section 1896, *et seq*).

YES _____ NO _____

The Trustees require the successful bidder to achieve a minimum requirement of 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. Achieving the minimum requirement must occur prior to the bid opening.

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.

Bidders shall contact the Trustees' DVBE Coordinator, Chris Overby at 805/756-5133. Bidders can find California certified DVBE's and additional DVBE information at the DGS's Small Business and DVBE Services webpage at: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

The undersigned bidder is hereby requesting the **DVBE Bid Incentive** for exceeding the 3% DVBE participation requirement. Bidder commits to subcontract at least the percentage of DVBE Participation of the total bid price under the Contract as stated below with one or more DVBE(s). (Government Code section 14838(f), and Military and Veterans Code sections 999.5(a) and 999.5(d)).

YES _____ NO _____

DVBE Participation Percentage Commitment _____

The bid must be submitted on this Proposal Form, completely filled out and in a sealed envelope, and delivered to Strategic Business Services, Building 1, Room 128, at California Polytechnic State University, One Grand Avenue, San Luis Obispo, CA 93407-0690 **before 3:00 p.m. on Thursday, March 9, 2017**, or it will be disregarded. The Trustees will only accept bids from prequalified contractors with a current California License Board-issued **B (General Building Contractor)** license that attend the mandatory pre-bid walkthrough; and have a current California Department of Industrial Relations Public Works Registration number.

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 (see Contract General Conditions, Article 2.06(c)). If the bidder is awarded the contract and then fails to execute the contract, this bidder's security shall be forfeited to the State.

The time period for completion of the overall project shall be **123** calendar days from the Work start date of May 1, 2017 and Work completion date of August 31, 2017 as stated in the Notice to Proceed.

Liquidated Damages: Each Tower shall be considered complete when a Certificate of Occupancy is issued by the California State Fire Marshal's Office. Each Tower not complete by August 31, 2017 shall be assessed a liquidated damage assessment of **Fifteen Thousand Dollars (\$15,000.00)** per week for each week completion is delayed beyond the time prescribed for the project. The week starts on Sunday and ends on Saturday.

BIDDERS BOND

Counterpart No. _____
Project No. _____

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
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 OF APPROPRIATE LICENSE,
DIR PUBLIC WORKS REGISTRATION, AND CALIFORNIA COMPANY**
(Public Contract Code, Chapter 6100 *et seq.*)

Project No. _____ Project Name _____

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:

_____ Amount of the local contractor construction preference offered
State in which Bidder has its principal place of business

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

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.		
				\$	\$
				\$	\$
				\$	\$
				\$	\$

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. _____

Project Name _____

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.

CERTIFICATION

Counterpart No. _____
Project No. _____

This is to certify that I am the _____
(Insert title such as Secretary or Assistant Secretary)
of _____;
(Insert name of corporation)

and that the attached resolution is a true and accurate copy, as the same appears in the Minutes of the Board of Directors of the Corporation; and that said resolution was duly adopted by the Board of Directors of the Corporation at its meeting on _____.

Dated: _____
(Insert date)

Signature

Title of person making certification

IMPORTANT NOTE
(Be sure that a copy of the resolution authorizing a person to execute contract documents or to execute a bid submittal is attached to this certification. If more than one resolution is attached, the form must be modified to reflect that fact.)

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID FOR:**

Project No. _____ **Project Name** _____

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

Construction Mgmt.

BID PROPOSAL FORM SIGNATURE PAGE

Date: _____ Project No. _____

The undersigned bidder hereby submits this bid pursuant to the contract documents:

A. If bidder is an individual proprietorship: _____
(Name of Firm)¹ (License No.)

(Postal Address of Firm)

(Signature of Individual)² (Printed Name of Person Who Signs) (Phone Number)

B. If bidder is a partnership: _____
(Name of Firm)¹ (License No.)

(Postal Address of Firm)

(Signatures)² (Printed Name of Person(s) Who Signs) (Phone Number)

C. If bidder is a corporation / limited liability company (LLC): Check one: Corporation LLC

(Name of Corporation / LLC)¹ (License No.)

(Postal Address of Principal Office of Corporation / LLC)

(Signature of Person Who Signs for Corporation³ / LLC⁴) (Printed Name of Person Who Signs)

(Title of Person Who Signs Above)² (State of Incorporation or Organization) (Phone Number)

D. If bidder is a joint venture: _____
(Name of Joint Venture) (License No., if known)⁵

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 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
_____ <small>(Name of Firm, Partnership, or Corporation / LLC)¹ (License No.)</small>	_____ <small>(Name of Firm, Partnership, or Corporation / LLC)¹ (License No.)</small>
_____ <small>(Postal Address - Principal Ofc) (State of Incorporation / LLC Organization)</small>	_____ <small>(Postal Address - Principal Ofc,) (State of Incorporation / LLC Organization)</small>
_____ <small>(Signature & Printed Name of Person Who Signs for Corporation / LLC)***</small>	_____ <small>(Signature & Printed Name of Person Who Signs for Corporation / LLC)***</small>
_____ <small>(Title of Person Who Signs Above)² (Phone Number)</small>	_____ <small>(Title of Person Who Signs Above)² (Phone Number)</small>

¹ Name must be same as appears on state contractor's license and on prequalification.
² If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the Trustees before bid opening or be submitted with this bid.
³ For a corporation, a certified copy of corporate board action authorizing execution of this contract must be submitted on Trustees-prescribed forms.
⁴ For LLC, a copy of the Articles of Organization, filed with the California Secretary of State, authorizing execution of this contract must be submitted on Trustees-prescribed forms.
⁵ 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.

List of Subcontractors – Additional Information

**must be received from bidders
within 24 hours after Bid Opening**

Deliver to:

**Chris Overby
Strategic Business Services
Procurement Services
Building 1 – Room 128H
CAL POLY
San Luis Obispo, CA 93407
Telephone: 805/756-5133
Fax: 805.756.6500
coverby@calpoly.edu**

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	Small Business	DVBE
			Verified DIR Public Works Registr. No.					
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>

Bidder Name: _____
 Project No. _____

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	Small Business	DVBE
			Verified DIR Public Works Registr. No.					
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>
				Y <input type="checkbox"/> N <input type="checkbox"/>	S <input type="checkbox"/> B <input type="checkbox"/>	\$ _____ %	Y <input type="checkbox"/> N <input type="checkbox"/>	Y <input type="checkbox"/> N <input type="checkbox"/>

Signature of Bidder: _____

DVBE Participation Forms

**must be received from bidders
within 24 hours after Bid Opening**

Deliver to:

**Chris Overby
DVBE Coordinator
Strategic Business Support Services
Administration Building 1, Room 128
CAL POLY
San Luis Obispo, CA 93407
Telephone: 805/756-5133
Fax: 805.756.6500
coverby@calpoly.edu**

**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

COMPANY NAME	NATURE OF WORK	CONTRACTING WITH	TIER	CLAIMED DVBE VALUE \$	PERCENTAGE OF CONTRACT (%)	OSMB DVBE CERTIFICATION

I declare under penalty of perjury, under the laws of the State of California, that the information herein is true and correct to the best of my knowledge.

Executed on: _____, at _____ in the state of _____.
Date City State

Signature of Contractor or Authorized Agent

Project Name

Project Number

Printed Name

Firm Name

() _____
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)



PREVAILING WAGE RATES

**YOSEMITE FIRE PROTECTION PHASE II
PROJECT
MAJ 15-MJ0062.1
CALIFORNIA POLYTECHNIC STATE UNIVERSITY, SAN LUIS OBISPO
Facilities Planning & Capital Projects – Building 70
San Luis Obispo, CA 93407**

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 2016-2 are on file and available to any interested party upon request at the Trustees' principal office 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

PART B

CONTRACT GENERAL CONDITIONS

- Sample Construction Agreement Forms
- Sample Construction Management Forms and Reports

CONTRACT GENERAL CONDITIONS FOR DESIGN-BUILD MAJOR PROJECTS



THE CALIFORNIA STATE UNIVERSITY

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

(www.calstate.edu/cpdc/cm)

Revised May, 2016

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**CONTRACT GENERAL CONDITIONS
FOR DESIGN-BUILD MAJOR PROJECTS**

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SAMPLE FORMS

CONTRACT GENERAL CONDITIONS FOR DESIGN-BUILD MAJOR PROJECTS

31.00 - 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 Trustees during the bidding period that may modify or supersede 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.

Architect: A California-licensed architect, employed by the Design-Builder, who is responsible for all engineering and architectural services to be performed in connection with the Project. For projects on which an engineer or landscape architect is employed instead of an architect, the term “Architect” shall mean the design professional so employed for the Project.

Bid Date: The date on which bid proposals for a project are submitted; same as proposal due date.

Bidder: Any individual or business entity acting directly or through an authorized representative that submits a proposal for the Work. “Bidder” and “Proposer” are synonymous.

Building Official: Trustees-appointed, the senior building official for the California State University (the Chief of Architecture and Engineering) is responsible for the overall administration and operational control of the building code. (See also, Campus Deputy Building Official).

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

Campus: The California State University campus on which the Project is located.

Campus Deputy Building Official: A campus-appointed individual responsible for campus-specific building code administrative and operational control. This individual acts as a deputy under the authority of the Building Official.

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 designated 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 works under the direction of the Construction Administrator.

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

Contract: The Contract Documents which collectively represent the entire Agreement between Trustees and the Design-Builder, 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 Proposal Documents, Plans, Specifications, Addenda, Agreement, Bonds, Contract General Conditions, Supplementary General Conditions, Special Conditions, Change Orders, and any other documents so designated by 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.

Design-Builder: The individual or business entity that has entered into this Agreement with the Trustees.

Engineer: A California-licensed engineer employed by the Design-Builder or Architect, who is responsible for engineering services. There may be more than one engineer, depending on the Work required, (*i.e.*, civil, structural, electrical, geotechnical, mechanical).

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

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

Plans: The drawings prepared by the Design-Builder and approved by the Trustees, which include elevations, sections, details, material and equipment schedules, diagrams, information, notes, or reproductions of 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.

Proposal: The technical and cost proposal packages submitted by the proposers on the bid date.

Proposal Documents: Request for Proposals (Advertisement), Request for Qualifications, Statements of Qualifications, Request for Proposals, and the Technical and Cost Proposals.

Proposer: Any person or business entity acting directly or through an authorized representative who submits a Proposal for the Work. “Proposer” and “Bidder” are synonymous.

Request For Proposal (RFP): The documents submitted by the Trustees to the Proposers describing and specifying the requirements of the work/project. Also called Information for Proposers.

Site: The area specified in the Contract Documents for the Project and the area made available for the Design-Builder’s operation.

Specifications: The instructions and requirements that 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 Design-Builder or another subcontractor for completion of a portion(s) of the Work.

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

Supplier or Vendor: Any individual or business entity that contracts with the Design-Builder 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 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.

32.00 - PROPOSALS

32.01 Duty to Carefully Examine These Instructions

Prospective proposers for this Project shall examine carefully 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.

32.02 Competence of Proposers

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 proposal received from a proposer who is not properly licensed (Business and Professions Code section 7028.15). Nor will the Trustees award a Contract to a proposer who does not possess the appropriate contractor's license, which is that specified in the Request for Proposal. Proposers participating in a joint venture must individually possess a current license when submitting the joint venture proposal, and the joint venture must possess a joint venture license at 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 proposers 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 proposal packages only to Proposers who have prequalified with the Trustees (Public Contract Code section 10764). To prequalify, all Proposers must file their prequalification applications online; and the application includes Proposers' 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 Proposal Documents.

Proposers shall go to: http://www.calstate.edu/cpdc/cm/contractor_prequal_bidders.shtml, under 'Contractor Prequalification' and log in to the database using the link provided (PlanetBids). Proposers 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 deadline identified in the Proposal Documents. The Trustees' Prequalification Coordinator must approve Proposers not less than one (1) Business Day prior to the deadline identified in the Proposal Documents.

The Trustees' Prequalification Coordinator will review the Proposer's statement of experience and financial condition upon receipt of a complete application, check Proposer's references, and notify the Bidder of the rating that has been established based on the information contained in the application. The Proposer's assigned prequalification rating will be the maximum amount of a contract or contracts that the Bidder may undertake with the Trustees.

The Trustees shall disregard any proposal received either from a Proposer that is not currently prequalified, or from a Proposer that is prequalified but the rating is not high enough to accommodate its proposal. Although this prequalification permits participation in the bidding of the project, it does not mean that the Proposer satisfies the requirements of being a "responsible" Bidder. This determination occurs later in the process (see Article 32.09, Failure to be a Responsible Bidder).

c. Joint Ventures.

If two or more prospective Proposers desire to submit a proposal 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 deadline identified in the Proposal Documents.

If the Trustees announce that the joint venture is the successful Proposer, 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 per Article 32.02-a (2).

d. Subcontractor Prequalification.

Design-Builder shall require prequalification of the subcontractors [at least the mechanical, electrical, plumbing and trades where the estimated cost of trade Work is greater than five percent of the construction budget] utilizing the Subcontractor Prequalification document found in the Request for Proposal documents and any additional documents or process required by the Design-Builder. Once this process is completed, the Design-Builder shall provide a list of the prequalified subcontractors to the Trustees.

e. Project Architect.

The Proposer is required to employ an architect licensed in California for services during the planning and construction phases. The Proposer shall be responsible for complete design and construction of the Project.

f. Proposer Qualifications.

Each proposer must include in its proposal a written certificate which indicates that the Proposer has read and understands the provisions of the Contract, and that if selected, the Proposer shall comply, and assure that any contractors or subcontractors employed by the Proposer shall comply with the requirements of the Contract Documents. Proposer must demonstrate its ability to provide licensed architectural, engineering, and Contract services associated with the development of this Project, including, but not limited to the preparation of all drawings and specifications; conducting of surveys, tests, and investigations; consulting; and technical supervision, project management, and all other planning and design requirements of the Project. It is understood fully that the Proposer has the sole responsibility for the design, accuracy of details, dimensions, construction, compliance with codes, programmatic requirements, and the structural, electrical, mechanical, and plumbing integrity of all buildings and other improvements to real property which are included in the Project.

32.03 Necessity for Careful Examination of Site, Plans, Specifications

Proposer shall carefully examine the Project site. The Proposer 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 the materials to furnish as required by the RFP (see Article 35.11, Responsibility to Secure and Pay for Permits, Licenses, Utility Connections, Etc.). Proposer certifies that Proposer has complied with the requirements of this provision by the submission of its proposal.

Any failure by the Proposer 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 soils borings unless required elsewhere.

a. Subsurface Investigations.

Where the Trustees have made investigations of subsurface conditions, and has made that information available to Proposer, 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 Proposer.

The Trustees assume no responsibility whatsoever with 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 Proposers is not to be construed in any way as a waiver of this provision. Proposers must satisfy themselves through their own investigations as to the actual conditions to be encountered.

b. Differing Site Condition.

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

32.04 Clarification During Bidding

The Proposer shall examine the RFP documents in preparing the bid and shall report to the Construction Administrator any omissions, discrepancies, or errors found in the RFP. Before the date of bid opening, the Proposer shall submit a written request for clarification to the Construction Administrator who may give such clarification in the form of an addendum to all Proposers if time permits. Otherwise, in estimating the cost of the Project, the Proposer shall consider that any conflicts shall be governed by Article 36.01, Interpretation of Contract Requirements.

Proposers are advised that the time period 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 36.04-c, Alternatives or Equals.

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

32.05 Proposal Documents

Each Proposal will consist of two separate submittals, the Cost Proposal and the Technical Proposal. To assure that all Technical and Cost Proposals are reviewed and evaluated in strict confidence and solely on merit, the Trustees shall issue an identification number to each Proposer. This number *ONLY* shall appear on the drawings (including outside wrappings) and other materials that constitute the Technical Proposal. No other identification of the Proposer or Proposer’s architect or engineer shall be shown. Cost Proposals shall bear the Proposer’s name and shall be signed. The outside of all proposal envelopes must have the identification number only.

a. Cost Proposal Forms.

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

The cost proposal package contains a standard cost proposal form which shall be used for the Proposer’s proposal. Each cost proposal shall give the prices proposed in the manner required by the Proposal and shall be signed by the Proposer or the Proposer’s duly authorized representative, with its complete 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 on 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 also shall submit a certified copy of corporate board action that identifies and authorizes the person who may sign and submit bids and proposals for the corporation. The Trustees shall reject as nonresponsive any proposal submitted that is not signed by the Proposer or by the Proposer’s duly authorized representative.

b. Listing of Subcontractors.

The Proposer shall solicit a minimum of three qualified subcontractors in a manner most appropriate to obtain competitive bidding. Identify in the subcontractor solicitation the construction budget for that trade, and clearly state the amount of bonds required by the subcontractors, and whether the Design-Builder or the subcontractor will be responsible for the cost of the bonds.

As soon as each subcontractor is selected, Proposer shall submit it to the Trustees by adding it to and resubmitting the List of Subcontractors for Design-Build Projects form, which lists the subcontractor’s name, California Contractors State License Board-issued contractor license number, California Department of Industrial Relations Public Works Registration number, the location of the place of business, and the portion of Work to be done by each subcontractor performing in excess of one-half of one percent of the Work (Public Contract Code section 4100 *et seq.* and section 10708). For each alternative Proposer shall also list any subcontractor not included in the base contract Work subcontractor listing.

Once the subcontractor is listed, the subcontractor shall have the rights provided in the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 *et seq.*).

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

If a Non-small Business Proposer claims the small business preference, the Proposer 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.

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

Proposer shall list on the List of Subcontractors for Design-Build Projects form, the DVBEs participating in the Proposal and the dollar amount of participation by each DVBE. The total of the DVBE participation amounts that Proposer provides on the List of Subcontractors for Design-Build Projects form shall equal at least Proposer's proposed percentage of DVBE participation. For each alternative, Proposer shall list any DVBE participating in work to be performed on the alternative. If the Trustees grant the DVBE Bid Incentive, then the total amount of DVBE participation shall equal at least the incentive percentage of the total bid price, including awarded alternatives.

At Contract Completion, Proposer's actual DVBE participation percentages shall be compared to the percentages proposed at bid. Proposer's failure to achieve the proposed percentages may subject Proposer to penalties (as described in Article 32.12, DVBE Participation Requirement and Incentive), and/or may cause the Trustees to question the Proposer's responsibility in future Trustees' bids.

(3) List of Subcontractors for Design-Build Projects form.

The successful Proposer shall submit the List of Subcontractors for Design-Build Projects form, once each subcontractor is selected, and shall indicate on this form the dollar amount of each small business (if the Proposer claimed the non-small business bid preference) and each DVBE participating in its proposal.

(4) Subcontractor Directory.

The successful Proposer 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 all payment requests.

c. Proposer's Security.

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

d. Proposal Checklist.

In order to meet the minimum qualifications, the Proposer must complete and submit all documents stipulated in the Proposal Checklist, found in this RFP.

32.06 Proposal Regulations

a. Submission of Proposals.

Proposers shall submit proposals as instructed in the Proposal Documents. It is the Proposer's responsibility to ensure that its proposal is received in the proper time. Delays in timely receipt of the proposal caused by the United States or the Trustees' mail system, independent carriers, acts of God, or any other cause shall not excuse late receipt of the proposal. The Trustees shall return unopened any proposal received after the time specified in the RFP or in any addendum (Public Contract Code sections 4104.5 and 10766).

All proposals shall be submitted to the Trustees under sealed cover, shall be identified plainly as a proposal for the Project, and shall be addressed as directed in the RFP. The Trustees will disregard proposals not marked properly.

b. Withdrawal of Proposals.

Any proposal may be withdrawn at any time prior to the time fixed in the public notice for the opening of proposals, but only by a written request from the Proposer or its authorized representative filed with the Trustees. A request to withdraw a bid that is communicated orally in person, or by the use of telegram or telephone is not acceptable. The

withdrawal of a proposal shall not prejudice the right of a Proposer to file a new proposal. This paragraph does not authorize the withdrawal of any proposal after the time of the public notice for the opening of proposals (Public Contract Code section 10767).

- c. **Public Opening of Proposals.**
Proposals will be publicly opened and read at the time and place indicated in this RFP. Proposers or their agents are invited to be present.
- d. **Rejection of Irregular Proposals.**
The Trustees may reject a proposal if it shows any alterations of forms, additions not called for, conditional proposals, incomplete proposals, unsigned proposals, erasures, or irregularities of any kind. If Proposer changes the proposal amount after the amount has been inserted, Proposer shall initial the change.
- e. **Power of Attorney or Agent.**
When an agent signs the proposal, a power of attorney shall either be on file with the Trustees before the opening of proposals, or be submitted with the proposal. Failure to submit a necessary 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.**
Trustees reserve the right to waive minor irregularities in proposals submitted.

32.07 Competitive Bidding

Proposer shall submit only one proposal with each Trustees-assigned proposal identification number. If more than one proposal is offered by an individual or business entity or combination thereof, under the same or different names, each individual proposal shall be submitted under its own Trustees-assigned proposal identification number. 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 Proposers 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 Proposer, by act of submitting a proposal, certifies that in the preparation of the proposal, no bid was received by the Proposer from a bid depository, which depository, as to any portion of the Work prohibits, or imposes sanctions for, the obtaining by the Proposer, or the submission to the Proposer by a 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 the Trustees of declaring any Contract made as a result thereof to be void (Business & Professions Code section 16600 *et seq.*).

32.08 Mistake in Proposal

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

32.09 Failure to be a Responsible Bidder

In order to be considered for award of a Contract, a Proposer must be a responsible bidder (Public Contract Code section 10780). To be responsible, a Proposer, 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 the Proposer's responsibility, the Proposer shall be given an opportunity to rebut any evidence of non-responsibility, and to present evidence of responsibility. The hearing shall be informal, and may be conducted in whole or in part in writing by an individual appointed by the Trustees to hear the matter. A decision concerning the Proposer's responsibility shall be mailed to the Proposer within ten (10) Days of the conclusion of the hearing.

32.10 Small Business Five Percent Proposal Advantage

If a certified small business is the lowest responsive proposer, the Trustees will not calculate the five percent bid advantage. Only the DVBE incentive will be calculated in this situation. Only another small business may displace the small business low proposer.

- 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 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 proposal due date,
- (3) Submit a timely and responsive proposal,
- (4) Be determined to be a responsible Proposer.

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 proposal price to California certified small businesses and/or microbusinesses. To receive this preference the non-small business must satisfy the following criteria:

- (a) Indicate in its proposal its commitment to subcontract at least 25% of its net proposal amount with one or more small businesses [submit the “Request for Small Business Bidding Preference” form],
- (b) Submit a timely and responsive proposal,
- (c) Be determined to be a responsible Proposer, and
- (d) Submit the California certified small businesses on the List of Subcontractors for Design-Build Projects form 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 no more than two times the amount of the bid preference received. For example, if the Design-Builder 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 Design-Builder 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 Proposer shall inform the Trustees of any contractual arrangements with subcontractors, consultants or suppliers that are certified small businesses.

32.11 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 Proposer shall certify at the time of proposal opening that the Proposer 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 Proposer 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).

32.12 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 Proposer to comply with the DVBE requirement will cause the Trustees to deem the Proposal nonresponsive and the Proposer to be ineligible for award of Contract.

The successful Proposer understands and agrees that the DVBEs identified on the List of Subcontractors for Design-Build Projects form 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 on the List of Subcontractors for Design-Build Projects form 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 the successful Proposer to seek substitution and adhere to the DVBE participation level identified on the List of Subcontractors for Design-Build Projects form 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 any 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 Proposer must meet the three (3) percent DVBE Participation requirement, which is attained when:

- (1) The Proposer 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 Proposer 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 Proposer must document its satisfaction of the DVBE participation requirement. Final determination of DVBE Participation by the Proposer shall be at the Trustees' sole discretion.

(1) Required Documentation.

In addition to documentation submitted on the List of Subcontractors for Design-Build Projects form (see Article 32.05-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 Proposer.

(a) DVBE Transmittal Form.

Proposer 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 Proposer 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= Proposer;
 - 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 Proposer must sign and include the Proposer'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 DVBE participation documentation must be submitted once the major subcontractors have been selected, after the end of the design phase, and prior to starting construction. Because design-build contracts are different from conventional design-bid-build contracts the attainment of the participation requirement is not known at the time of award. Failure to submit full and accurate documentation may result in a penalty assessment (Article 32.12-i, Penalty) and will be reflected in the Contractor Evaluation (Article 39.07).

d. Use of Proposed DVBE.
If awarded the Contract, the successful Proposer must use the listed DVBE suppliers and/or subcontractors proposed unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act. See Article 35.04, 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 Proposer 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
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
Email: osdshelp@dgs.ca.gov, or, via the Internet at <http://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 Proposers 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) Design-Builder 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 Design-Builder certifies the following information provided in the report is true and correct:
 - (a) the total amount Design-Builder 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.

33.00 - AWARD AND EXECUTION OF CONTRACT

33.01 Award of Contract

If the Trustees deem the acceptance of a proposal or proposals is not in the best interests of the State, the Trustees may reject all proposals (Public Contract Code section 10785). If the Trustees accept the bid and award the Contract, the Trustees' award shall be made to the Proposer whose proposal complies with all the requirements prescribed and whose proposal is determined to be the best among the submitted proposals. Such award shall be made in accordance with the timetable contained in the RFP, under Information for Proposers.

33.02 Return of Proposer's Security

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

33.03 Contract Bonds

The successful Proposer shall furnish, for each counterpart signed, two surety bonds in the form prescribed by Trustees. Each bond shall be in an amount equal to 100% of the awarded Contract price and executed by an admitted surety insurer licensed in California and listed in the latest published United States Department of the Treasury 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.html>.)

One of the surety bonds shall guarantee faithful performance of the Contract by the Design-Builder, and the other shall secure payment of laborers, mechanics, and 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 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 38.01, 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 Design-Builder provide such further bonds or additional surety, as in the Trustees' opinion is necessary, considering the extent of the Work remaining to be done. Thereafter no payment shall be made to Design-Builder, or any assignee of Design-Builder, until the further bonds or additional surety has been furnished (Public Contract Code section 10825).

33.04 Execution of Contract

The successful Proposer 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 certificates evidencing the required

insurance coverage (see Article 35.06, Design-Builder's Insurance), within ten (10) Business Days of receipt from Trustees. Reference the following Article 33.05 for the failure of the successful Proposer to execute the Contract timely. If the successful Proposer 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 of the joint venture. No Contract shall be binding on Trustees until it has been executed by the Design-Builder and 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, Design-Builder can expect to start Work within 30 days. The Trustees will issue to the Design-Builder a written Notice to Proceed that authorizes the start of design Work only. The Trustees, after approving the design, will issue to the Design-Builder a second written Notice to Proceed that will authorize the start of construction. The Design-Builder may not begin Work before receiving the Trustees' written Notice to Proceed. Any Work performed by the Design-Builder before receipt of the written Notice to Proceed shall be considered as having been done at the Design-Builder's own risk.

33.05 Failure or Refusal to Execute Contract

Failure or refusal by the Proposer to execute the Contract within the time set forth in Article 33.04, Execution of Contract, will be just cause for the Trustees' rescission of the award and for the forfeiture of Proposer's security. Failure or refusal to file acceptable bonds within the time set forth in Article 33.04 constitutes a failure to execute the Contract. If the successful Proposer fails or refuses to execute the Contract, the Trustees may award a Contract to the second best Proposer.

34.00 - DESIGN REQUIREMENTS

34.01 Scope of Work

The Design-Builder shall furnish architectural, landscape architectural, and engineering services for the preparation of Construction Documents necessary to complete the Project in accordance with the requirements of the Contract Documents. From the Trustees-approved Construction Documents, which are developed from the Trustees-accepted Design-Builder's Technical Proposal, the Design-Builder shall furnish all labor, materials, equipment, services, and transportation necessary to complete construction of the Project, including site Work, structures, utilities, and landscaping.

34.02 Intent of the Contract Documents

The intent of the Contract Documents is to provide the Trustees with full, complete, and accurate Project documentation, giving such directions as will enable any competent mechanic or other builder to carry them out, resulting in a Project that is complete in all respects. The Construction Documents shall identify that all items necessary or reasonably required to produce a complete and operational Project shall be provided.

34.03 Laws and Codes

a. Codes.

The Construction Documents and resulting construction shall comply with all laws, ordinances, rules and regulations of the state of California, including:

- (1) The California Building Standards Code (CBC), in Title 24 of the California Code of Regulations, as adopted and published by the California Building Standards Commission.
- (2) Compliance with the Department of State Architect, Access Compliance Unit's accessibility regulations in the California Code of Regulations Title 24 (Parts 2 and 3); 2010 federal ADA standards for accessible design; standards for state and local government facilities – Title II (where more restrictive than CBC).
- (3) Compliance with the Office of the State Fire Marshal, fire and life safety regulations, including the most recent editions of NFPA 101, Life Safety Code and NFPA Fire Protection Handbook.
- (4) Compliance with the California State University Seismic Review Board seismic Project peer review comments.
- (5) Other agencies (as may apply) elevators and escalators, Division of Occupational Safety & Health (DOSH), county health department (food and aquatics).

Codes and specifications incorporated by reference shall be those of the latest edition at the time of receiving proposals, unless otherwise specified, see Article 34.08, Standard Specifications.

b. Plan Review Related Appointments by Trustees.

(1) Plan Check Service Provider.

The Trustees shall appoint a plan check service provider for the Project from the Trustees' approved list of such firms. The selected service provider will review the Project Plans and Specifications for adherence to

applicable codes and standards, providing an assessment of code compliance to the Campus Deputy Building Official. The service provider is solely responsible to the Trustees in the provision of these services.

(2) Seismic Peer Reviewer.

Per the Trustees' Seismic Policy, the California State University Seismic Review Board shall appoint a seismic peer reviewer for the Project.

(3) Materials Testing and Inspection Services.

The Trustees shall appoint a firm(s) to provide materials testing and inspection services during construction. The testing and inspection services firms are solely responsible to the Trustees for observation of construction, determination of adherence to the Contract Documents (including approved Plans and Specifications) and compliance with the applicable codes and standards.

c. Plans and Specifications – Miscellaneous Requirements.

The Plans and Specifications shall identify the design codes, standards, and requirements used for the development of the plans, including the edition and applicable sections.

The Construction Documents shall include a quality control program and an implementation plan to ensure that the completed Project complies with the approved Project criteria. The design professional-of-record shall specify within the Construction Documents all tests and inspections that are required by the building code and those that are appropriate to achieve compliance with the Contract. The Design-Builder shall retain the design professional-of-record to provide in a professional capacity, timely construction administration services. These services shall include shop drawing review, response to requests for information regarding the Construction Documents, and periodic visits to the site to observe the quality of the Work.

The final, approved-for-construction set of Construction Documents shall be signed and stamped by the respective California-licensed professionals who prepared the documents, certifying their compliance with codes, standards, practices and regulations. The design professionals-of-record shall retain full responsibility for the design.

d. Plan Check Review.

The Design-Builder shall submit to the Trustees three (3) copies of the completed Plans and Specifications and two (2) copies each of the structural calculations and soils report, for code review. The Design-Builder shall coordinate, monitor and secure all required review approvals. The Trustees will provide contact information for the individual review agencies and support in status inquiries for the Project reviews. When submitting these documents, the Design-Builder must allow sufficient time to conduct the reviews and to correct identified deficiencies before construction. The minimum review time for the completed design documents to be reviewed is 31 Days for construction projects with an estimated cost exceeding \$10 million, and 21 Days for projects less than \$10 million. These durations may vary. The Design-Builder shall allocate appropriate additional time for resolution of back check review comments for all reviews.

The Design-Builder is encouraged to seek guidance and clarification of Project-specific code compliance issues from the respective agencies and/or assigned plan review firm.

The Trustees shall pay plan check fees and seismic peer review fees associated with the Project, either directly or as a reimbursable item.

The Design-Builder shall incorporate changes, if any, resulting from plan reviews, and/or Campus Deputy Building Official code determinations into the final design without additional cost to the Trustees. Such final drawings and specifications shall be resubmitted to the Trustees for approval.

The final authority for code interpretations shall be as follows for:

- exiting and fire-life-safety issues, The Office of the State Fire Marshal
- access compliance issues, the Division of the State Architect Access Compliance Unit
- all other items, code issues shall be issued by the Campus Deputy Building Official, with the Building Official as the final authority.

e. Seismic Safety Structural Peer Review.

The Design-Builder shall direct its design team to interact with the appointed Seismic Safety Peer Reviewer at the beginning of the design process, as required by Trustees' policy, and continue at regular intervals during the design process and during construction as required. The Design-Builder shall submit one (1) set at each submittal point within the peer review process (Schematic, Preliminary Design, Construction Documents). Seismic Peer Review comments shall be resolved before the start of construction.

In the event that there are disputes over interpretation of the Trustees' seismic safety policy, the full California State University Seismic Review Board shall make a final determination under the authority of the Building Official.

f. Access Law Compliance.

For all new, alteration or remodeling projects, the Trustees must be in compliance with access requirements. Compliance must be certified by the State of California, Department of General Services, Division of the State Architect. The appointed plan review firm will coordinate the access compliance submittal.

The Design-Builder shall supply one (1) copy of the Construction Documents (structural calculations are not required) for certification of access compliance (Government Code section 4450 *et seq.*). The Design-Builder shall incorporate modifications required in the Construction Documents without additional cost to the Trustees. Access compliance review and certification can take six to eight weeks or more. The Trustees will consider administrative appeals in the event that Access Compliance review extends beyond eight weeks when due to reasons outside the control of the Design-Builder.

g. State Fire Marshal.

Design-Builder shall submit one (1) copy of the Construction Documents (structural calculations are not required) for review and approval by the State Fire Marshal. The Design-Builder shall incorporate modifications required in the Construction Documents without additional costs to the Trustees. State Fire Marshal plan reviews take approximately four weeks. This duration may increase on projects with complex code issues.

During construction, the State Fire Marshal will conduct periodic field reviews of the construction. Notwithstanding State Fire Marshal stamped and approved plans, the State Fire Marshal has the authority to require revisions/corrections to secure code compliance, based on their field review inspection findings. These corrections, when ordered by the State Fire Marshal to achieve code compliance, shall be provided by The Design-Builder without additional costs to the Trustees.

h. Plan Approval by Campus Deputy Building Official.

Plans for construction require the express written approval of the responsible Campus Deputy Building Official. The Campus Deputy Building Official will require resolution of issues from building code, accessibility, Fire Marshal and Seismic Peer Review and other agency reviews as may apply, as a prerequisite to the approval of documents for construction.

The Design-Builder shall address all review comments and appropriately reserve Project schedule time for their completion. Delays in meeting the schedule are the responsibility of the Design-Builder, not the Trustees.

Changes, alterations, substitutions, or modifications made to approved Plans during construction that affect code compliance must be approved in writing by the Campus Deputy Building Official.

Design-Builder shall incorporate without additional cost to the Trustees any changes, alterations, substitutions, or modifications made to the approved Plans that are required during construction to satisfy code requirements, including those not previously identified in the approved Plans, or to properly implement the approved Plans, or where observed workmanship and/or discovered conditions so require.

As a prerequisite to the Trustees filing the Notice of Completion for the Project, the Campus Deputy Building Official will issue a certificate of completion when satisfied that the approved Plans have been implemented and that all inspection and technical code and standards compliance issues identified during construction have been satisfactorily resolved.

34.04 Trustees' Review of Construction Documents

The Design-Builder shall submit to the Trustees for approval Construction Documents necessary to construct the Project, including drawings and detailed Specifications for site layout, utilities, and landscaping. It is required that these Construction Documents be prepared under the supervision of a California licensed architect, and shall be signed or sealed by the architect (and respective engineers), responsible for the preparation thereof.

During the course of the development of the Construction Documents, the Trustees will review the Construction Documents and respond with desired corrections/adjustments.

The Design-Builder shall check the review response of the Trustees to ascertain if notations result in a claim for extra cost and shall notify Trustees in writing of any such claim before proceeding with Work. Proceeding with the Work included without prior notification constitutes waiver of claim for any extra cost. The Design-Builder shall coordinate with the Trustees to then identify any scope revisions and associated costs.

The Design-Builder shall promptly make code/peer review corrections and agreed scope revisions (if any) to the Construction Documents and resubmit them to the Trustees for approval. Such review does not constitute approval or acceptance of variations

from the Contract Documents, as modified and detailed in the Technical Proposal, unless such variations specifically have been identified with special emphasis in writing by the Design-Builder and specifically have been approved in writing by the Trustees.

34.05 Partial Permit Approvals

Review and approval of Construction Documents shall be obtained from the Trustees before the start of construction. The Trustees will consider design submissions for site development and, if found satisfactory, will allow the Design-Builder to proceed with preliminary grading, foundations, and other elements of site development while completing final Construction Documents for the balance of the Work.

The Design-Builder is responsible for final approvals per Articles 34.03 and 34.04, and approval of portions of the Work by the Trustees does not relieve the Design-Builder of responsibility for construction should changes be required due to items disapproved or changed due to plan check. The responsibility for a totally integrated design in accordance with the Contract Documents shall remain with the Design-Builder.

34.06 Submittals

The Design-Builder shall submit shop drawings, samples, material lists, and manufacturer's equipment brochures setting forth in detail the Work as it is to be performed by the Design-Builder. Submittals shall be made in accordance with Article 36.04. The Design-Builder shall secure Trustees' written approval of submittals prior to use of the materials for the Work.

34.07 Divisions of the Performance Specifications

The performance specifications are divided into sections for convenience. The actual limitations of Work in the various trades and/or sections of the specifications remain the responsibility of the Design-Builder.

34.08 Standard Specifications

Standard specifications such as ASTM, ANSI, AASHTO, AWWA, AISC, Commercial Standards, Federal Specifications, NBFU, NEMA, UL, and the like, incorporated in the requirements by reference, shall be those of the latest edition at the time of receiving proposals, unless otherwise specified.

34.09 Layout of the Work

The Design-Builder shall employ, at its own expense, a California-registered civil engineer or California-licensed land surveyor to layout the Work of the Project and establish reference points and elevations required for the construction. Reference points for the construction shall be set in accordance with layout control points identified in the Request for Proposal.

On projects with new foundations (for buildings, site improvements, bridges, light poles, others), the Design-Builder shall prepare a 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 Design-Builder shall specify the horizontal location using California Coordinate System, NAD 83 Coordinates. A California-licensed land surveyor shall certify the survey with its stamp and signature, after which the Design-Builder shall submit it promptly to the Trustees.

The Design-Builder shall prepare surveys and design for excavations and shorings, where required, for the Project.

The Trustees have the right, but not the obligation, to check the location and elevation of such stakes and reference points and/or to check Work constructed from such stakes or reference points. Work that is not correctly located shall be rejected.

The Design-Builder shall provide to the Trustees the record survey and a copy of the closure data of the layout of the Project showing the ties to the University layout control points. The information shall be provided in the form of a CD-ROM containing "PDF" and "CAD" files of the same.

34.10 Ownership and Use of Documents

The Design-Builder agrees and shall secure like agreement from the Project Architect/Engineer that designs, drawings, specifications, electronic equivalents and other technical data produced in the performance of this Agreement become the property of the Trustees upon payment of Work completed.

The Trustees grant the Design-Builder and the Project Architect/Engineer the right to reuse aspects (i.e. details and design elements) of the design developed for this Project in other designs for other future projects including those with other clients.

The Design-Builder agrees that the Trustees shall have access at reasonable times to inspect and make copies of notes, designs, drawings, specifications, electronic files, calculations and other technical data pertaining to the Work performed under this Contract.

- a. Use of Documents.
The Trustees retain the right to utilize documents prepared under the Agreement regardless of whether the Agreement is terminated or the Project is suspended or abandoned. This right allows the Trustees to use these documents in the future for the same Project, a modified version of it, or for one that is similar.
- b. Reuse of Documents.
Reusing the documents on another project without the approval of the Design-Builder relieves the Design-Builder of liability resulting from their use.

35.00 - CONDUCT OF THE CONSTRUCTION WORK

35.01 Laws to be Observed--Generally

- a. State and Federal Laws.
The Design-Builder shall observe all state and federal laws that affect the Work under this Contract. The Design-Builder 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 Design-Builder immediately shall notify the Trustees' Construction Administrator in writing. "Law" as used in this paragraph includes statutes and regulations adopted, as well as executive orders, authoritative interpretations, and other rules and directives issued by legally constituted authority.
- b. National Labor Relations Board – Compliance with Code.
In executing this Contract, the Design-Builder 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 Design-Builder within the immediately preceding two-year period because of the Design-Builder's failure to comply with an order of a federal court which directs the Design-Builder to comply with an order of the National Labor Relations Board. The Trustees may rescind this Contract if the Design-Builder falsely swears to this statement (Public Contract Code section 10296.)
- c. Child and Family Support Obligations.
The Design-Builder 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 Design-Builder 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 maintained by the State's Employment Development Department.
- 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 Design-Builder and the subcontractor records as delineated in the following:
 - (1) The Design-Builder's records which shall include but not be limited to accounting records (hard copy, as well as electronic data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful proposers, 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 Design-Builder's compliance with Contract requirements and (b) compliance with provisions for pricing change orders, payments or claims submitted by the Design-Builder or any of his payees. The Design-Builder 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 Design-Builder'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 Design-Builder 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 Design-Builder and payee. Such requirements will also apply to subcontractors and sub-subcontractors, etc. The Design-Builder will cooperate fully and will cause all related parties and all of the Design-Builder's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making any and all such information, materials and data available to Trustees/ Auditor General from time to time, whenever requested, in an expeditious manner.
- (5) The Trustees/Auditor General shall have access to the Design-Builder'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 examination in accordance with this Article discloses overcharges (of any nature) in excess of one-half of one percent (.5%) of the total Contract billings by the Design-Builder to the Trustees, the Design-Builder shall reimburse to the Trustees the reasonable actual cost of the Trustees/ Auditor General audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Design-Builder'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 Design-Builder.
- (7) If an audit discloses overcharges on change orders, where a Design-Builder 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 Design-Builder's records do not reflect offsetting back charges, the Design-Builder shall reimburse the Trustees for such overcharges upon receipt of a request from the Trustees.

e. Personal Responsibility and Work Opportunity Reconciliation Act.

If the Design-Builder is a natural person, the Design-Builder certifies in accepting this Contract that it 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).

f. Declaration of Eligibility to Contract with the State.

If the Design-Builder is a corporation, the Design-Builder 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.*).

35.02 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 Design-Builder on a public works contract. Nothing herein contained shall be construed as preventing the Design-Builder 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 Design-Builder is liable for any penalties under section 1775(a), if the Design-Builder fails to comply with the requirements of section 1775(b). Design-Builder shall periodically review and monitor all subcontractors' certified payroll records. If Design-Builder learns that any subcontractor has failed to comply with the prevailing wage requirements herein, Design-Builder shall take corrective action.

Design-Builder represents and warrants that the Contract Amount includes sufficient funds to allow Design-Builder and all subcontractors to comply with all applicable laws and contractual agreements. Design-Builder 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 Design-Builder or any subcontractor to comply with any applicable law in this regard, including, but not limited to, Labor Code section 2810. Design-Builder 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 Design-Builder or any subcontractor shall forfeit, as a penalty to State, \$25.00 for each worker employed in the execution of the Contract by the Design-Builder 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 Design-Builder 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 Design-Builder 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 Request for Proposals. Design-Builder 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. Design-Builder 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 Design-Builder and any subcontractor under subcontract to the Design-Builder on the Project shall comply with Labor Code section 1775, and the Design-Builder 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 Design-Builder shall include a copy of the provisions of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 in the Contract between the Design-Builder and the subcontractor. The Design-Builder shall monitor its subcontractors' compliance with the prevailing wage law as required by section 1775(b). In accordance with section 1775, the Design-Builder and any subcontractor under the Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder and subcontractors' 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 Design-Builder 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 Design-Builder.
- (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 Design-Builder 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 Design-Builder 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 Design-Builder or subcontractor fails to comply within the 10-Day period, the Design-Builder 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 Design-Builder is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section. A Design-Builder or subcontractor may be subject to debarment by the Labor Commissioner for failure to submit certified payrolls timely.
- (6) The Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder or subcontractor for the employment and training of apprentices. The Design-Builder 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 Design-Builder 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 Design-Builder 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.

Design-Builder 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 Design-Builder 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, physical disability, medical condition, marital status, age (over 40) or sex. The Design-Builder shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- (2) The Design-Builder 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, sections 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) The Design-Builder 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) The Design-Builder 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) The Design-Builder 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 Design-Builder 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 35.06-a (1), Policies and Coverage).

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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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) or Business and Professions Code Division 7, Part 2), 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 Design-Builder, without further acknowledgment by the parties.

35.03 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 Design-Builder shall implement those mitigation measures in the MMRP for which the Design-Builder has been designated the responsible party. In addition, the Design-Builder shall comply with the following environmental requirements.

- a. **Air Pollution Control.**
The Design-Builder shall comply with all air pollution control rules, regulations, ordinances and statutes that apply to the Work performed under the Contract, including any air pollution control rules, regulations, ordinances and statutes adopted under the authority of section 11017 of the Government Code. The Design-Builder 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, Design-Builder 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 35.08-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 Design-Builder shall 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 Design-Builder 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 Design-Builder shall contract for, or have on payroll, a California Certified Qualified SWPPP Developer (QSD). Design-Builder shall be responsible for hiring or contracting for the services of a California certified Qualified SWPPP Practitioner (QSP).

The Design-Builder shall pay all costs associated with development and implementation of the SWPPP. See Specifications for additional requirements.

- (2) Compliance.
The Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder shall comply with all sound control and noise level rules, regulations and ordinances which apply to the Work. In the absence of any such rules, regulations and ordinances, the Design-Builder 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.

Design-Builder 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. Design-Builder 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 Design-Builder shall provide to state and federal agencies all information necessary for environmental clearances and other authorizations necessary for this Project. The Design-Builder shall comply with the provisions, including giving notices during construction when so required. The Design-Builder shall not be compensated for the delays in obtaining environmental clearances and authorizations; however, an appropriate extension of time will be granted in accordance with the provisions in Article 35.15-g, Adjustment of Contract Time Due to Reasons Beyond Trustees' Control, if the Design-Builder 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 Design-Builder 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 Design-Builder discovers any artifacts during excavation and/or construction, the Design-Builder 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 Design-Builder discovers human remains, the Design-Builder 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. Design-Builder shall report all source reduction, recycling and composting relative to this Project to the Trustees. Refer to Contract Documents for further requirements.

35.04 Substitution of Subcontractors

Once the subcontractors have been listed (refer to Article 32.05-b) the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 *et seq.*) apply to any proposed substitution of subcontractors.

a. Bond Requirements.

It is the Trustees' interpretation of section 4108 of the Public Contract Code that the Design-Builder 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 Design-Builder shall use the listed small business subcontractor(s) and/or suppliers 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 Design-Builder must substitute a small business with another small business. If the small business substitution cannot occur, the Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder shall use the listed Disabled Veteran Business Enterprise (DVBE) companies listed on the List of Subcontractors for Design-Build Projects 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 Design-Builder must substitute a DVBE with another DVBE. If the DVBE substitution cannot occur, the Design-Builder 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 Design-builder shall submit a Subcontractor Directory in accordance with Article 32.05-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 the base Contract, penalties are applicable per section 4110 of the Public Contract Code.

35.05 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 which would relieve the Design-Builder or its surety of their responsibilities under the Contract.

The Design-Builder may assign moneys due or to become due under the Contract, only upon written consent of the Trustees. Assignments of moneys earned by the Design-Builder 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 Design-Builder is in default.

35.06 Insurance Requirements

a. The Design-Builder 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 35.06-c shall apply. This Project may be enrolled in the Trustees' Owner Controlled Insurance Program ("OCIP"), and if so, the provisions of Article 35.06-b shall apply. Design-Builder shall refer to the Supplementary General Conditions to determine if this Project is enrolled in OCIP.

(1) Policies and Coverage.

(a) The Design-Builder 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 Design-Builder 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 Design-Builder and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.

(iii) Worker's Compensation including Employers Liability Insurance as required by law.

(iv) Errors & Omissions Insurance on an occurrence basis, covering Work done or to be done by or on behalf of the Design-Builder and providing insurance for errors and omissions, shall be secured and maintained.

(b) The Design-Builder also may be required to obtain and maintain the following policies and coverage:

(i) Environmental Impairment Liability Insurance may be required should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.

(ii) Other Insurance may be required by agreement between the Trustees and the Design-Builder.

(2) Verification of Coverage.

The Design-Builder 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 Design-Builder for all coverage until the Work is accepted as completed pursuant to Article 39.01, Acceptance. The Trustees reserve the right to require the Design-Builder to furnish the Trustees complete, certified copies of all required insurance policies. The Design-Builder shall submit certification of coverage for errors and omissions insurance to the Trustees upon signature of this agreement.

(3) Insurance Provisions.

Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in Article 35.07. The insurance policies shall contain, or be endorsed to contain, the following provisions.

(a) General and Automobile Liability Policies.

(i) General Liability: 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: Design-Builder shall use Insurance Service Office (ISO) Form Number CA 0001 covering any auto.

- (b) For any claims related to the Work, the Design-Builder’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 Design-Builder’s insurance and shall not contribute with it.
- (c) The Design-Builder shall immediately upon receipt of any notice of cancellation or any notice of non-renewal of any insurance required by this Article 35.06, 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 Design-Builder under this Article shall provide coverage in amounts not less than the following, (‘M’ indicates millions):

(i) Comprehensive or Commercial Form General Liability Insurance – Limits of Liability

Contract Amount	Up to \$2M	\$2M+1 to \$5M	\$5M+1 to \$10M	\$10M+1 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.)

Contract Amount	Up to \$2M	\$2M+1 to \$5M	\$5M+1 to \$10M	\$10M+1 and Over
Each Accident	\$1M	\$5M	\$10M	\$10M

(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.

(iv) Errors & Omissions Insurance shall be secured and maintained for no less than \$1,000,000.00 per occurrence.

(b) For Projects Involving Hazardous Materials.

The Design-Builder shall provide additional coverage in amounts not less than the following:

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

Contract Amount	Up to \$2M	\$2M+1 to \$5M	\$5M+1 to \$10M	\$10M+1 and Over
General Aggregate	\$10M	\$10M	\$10M	\$10M
Each Occurrence – combined single limit for bodily injury and property damage, including clean up costs.	\$5M	\$5M	\$10M	\$10M

(ii) In addition to the coverage described in 35.06-a (4) (a) (ii), Business Automobile Liability Insurance, the Design-Builder 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 Design-Builder may delegate the responsibility to provide this additional coverage, as described in this Article 35.06-a (4) (b) above, to its hazardous materials subcontractor. When the Design-Builder returns its signed Project Agreement to the Trustees, the Design-Builder 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 Design-Builder shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all of the requirements in Article 35.06-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 Design-Builder fully executes its subcontract with the hazardous materials subcontractor.

- (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 A:VII, or shall be a carrier otherwise acceptable to the Trustees.
- (6) **Subcontractor's Insurance.**
The Design-Builder shall ensure that all subcontractors on this Project 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. The Design-Builder 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 Design-Builder's liability.
 - (b) Acceptance of certificates of insurance by the Trustees shall not limit the Design-Builder's liability under the Contract.
 - (c) In the event the Design-Builder 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 Design-Builder and, if prompt payment is not received, may be deducted from Contract sums otherwise due the Design-Builder.
 - (d) If the Trustees are damaged by the failure of the Design-Builder to provide or maintain the required insurance, the Design-Builder shall pay the Trustees for all such damages.
 - (e) The Design-Builder'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. Design-Builder shall refer to the Supplementary General Conditions to determine if this Project is enrolled in this program, and shall disregard these provisions of Article 35.06-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 Coverages). 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 Coverages shall cover Enrolled Parties. Enrolled Parties are: the Trustees as the Owner, the OCIP Administrator, Design-Builder 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 35.06-a(1)(a)(i), and the obligation to obtain Workers' Compensation including Employer's Liability Insurance, set out under Article 35.06-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 35.06-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 35.06-a, or under any Supplementary General Conditions.

- (2) **Excluded Parties and Their Insurance Obligations.**
The OCIP Coverages do 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) Design-Builder 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 35.06-a.

- (3) OCIP Insurance Policies Establish the OCIP Coverages.
The OCIP Coverages and exclusions summarized in this Article 35.06-b and in the other Contract Documents are set forth in full in their respective insurance policies. The summary descriptions of the OCIP Coverages in this Article 35.06-b or the Insurance Manual are not intended to be complete or to alter or amend any provision of the OCIP Coverages. In the event any provision of this Article 35.06-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 Coverages.
OCIP Coverages 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 coverages 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 Coverages shall not cover off-site operations until receipt by Design-Builder or its Subcontractor of any tier of written acknowledgment of such coverage from the OCIP Administrator.

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

<u>Coverages</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 Coverages. 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. Design-Builder 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 35.06-b, and in the OCIP insurance policies. Trustees' furnishing of OCIP Coverages shall in no way relieve or limit, or be construed to relieve or limit, Design-Builder 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 Design-Builder 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) Design-Builder's OCIP Obligations.

Design-Builder 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 Design-Builder'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 35.06-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 35.06-b, and the Contract Documents. The failure of either (1) Trustees to include the Insurance Manual in the bid documents or (2) Design-Builder to provide to each of its eligible subcontractors of every tier a copy of the same, shall not relieve Design-Builder 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 Design-Builder, 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 Coverages that Design-Builder or its subcontractors of any tier require for its or their own protection, or that is required by applicable laws or regulations, shall be Design-Builder'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 Design-Builder 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 Wrap" and for electronically reporting payroll using "Alliant Wrap."
- (i) Pay to Trustees a sum in accordance with the Contract Amounts in the following table 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 Design-Builder's Work, acts, or omissions, the Work, acts, or omissions of any of Design-Builder's Subcontractors of any tier, or the Work, acts or omissions of any other entity or party for whom Design-Builder 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 Design-Builder, and will not be covered by the OCIP Coverages.

- (7) Identification of OCIP Insurance Credit
- (a) Design-Builder shall include within its proposal the full cost of all insurance required under the insurance requirements set forth in Article 35.06-a. All subcontractors shall also include within any proposal or bid submitted to Design-Builder their full cost of all insurance required under the insurance requirements set forth in Article 35.06-a, or under their subcontract requirements.
 - (b) Design-Builder 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 Design-Builder and all subcontractors. The Insurance Credit as applicable to Design-Builder shall be defined as Design-Builder’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) Design-Builder agrees that Trustees, through its Program Administrator, shall be permitted to review all OCIP enrollment forms, and the Insurance Cost Worksheets submitted by Design-Builder 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. Design-Builder 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 35.06-a insurance costs included. Design-Builder 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 Design-Builder’s final contract audit to adjust the Initial Insurance Credit based on final contract values and loss rates.
 - (d) In the event Trustees and Design-Builder 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) Design-Builder’s Representations and Warranties to Trustees.
Design-Builder 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 Coverages. Any reference or summary in the Agreement, this Article 35.06-b, the Insurance Manual, or elsewhere in any other Contract

Document as to amount, nature, type or extent of OCIP Coverages and/or potential applicability to any potential claim or loss is for reference only. Design-Builder and its subcontractors of all tiers have not relied upon said reference, but solely upon their own independent review and analysis of the OCIP Coverages in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP Coverages 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) Design-Builder acknowledges that Trustees shall not pay or compensate Design-Builder or any subcontractor of any tier, in any manner, for the Costs of OCIP Coverages.
- (9) **OCIP Audits.**
Design-Builder agrees that Trustees, the OCIP Administrator, and/or any OCIP Insurer may audit Design-Builder'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 Design-Builder 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 Design-Builder or any of its Subcontractors of any tier withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Design-Builder 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 Design-Builder 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 Design-Builder'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 Design-Builder 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 Design-Builder or its subcontractors fail to timely comply with the provisions of Contract General Conditions Article 35.06-b, and Supplementary General Conditions Article 35.06-b, Trustees may withhold any payments due to Design-Builder 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, Design-Builder 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 Design-Builder-maintained insurance coverage related to the Work, include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against Design-Builder together with the same parties referenced immediately above in this Article 35.06-b (12). Where permitted by law, Design-Builder 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 Design-Builder a "Summary of Coverage" provided under this Article 35.06-c, upon request of the Design-Builder.

- (1) Design-Builder shall be responsible for paying a deductible of \$25,000 per occurrence in the event of loss, with the following exceptions. The Design-Builder 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) Design-Builder 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 Design-Builder 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 Design-Builder is responsible for reviewing the summary of coverage and reporting large values requiring special treatment. Design-Builder 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 35.06-c shall be construed to relieve the Design-Builder of Design-Builder's responsibilities referred to under Article 35.06-a.
- (6) Insurance policies referred to in this Article 35.06-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 Design-Builder.
 - (b) Insurer shall waive of subrogation against the Design-Builder.

35.07 Indemnification

Nothing in these indemnification provisions shall be deemed to alter the insurance provisions in Article 35.06.

- a. The Design-Builder 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 Design-Builder to perform its obligations under the Contract or the performance of its obligation in a willful, reckless, or negligent manner or contrary to the provisions of the Contract; (2) the inaccuracy of any representation or warranty by the Design-Builder 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 Design-Builder or any other subcontractor, or anyone directly or indirectly employed by the Design-Builder or any subcontractor.
- b. The Design-Builder 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 Design-Builder, 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 35.07-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 Design-Builder, a

subcontractor, or a person indirectly employed by the Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder, a subcontractor, anyone directly or indirectly employed by either the Design-Builder or subcontractor, or anyone for whose acts either the Design-Builder or subcontractor may be liable.
- f. The Design-Builder 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.

Trustees shall cause a reciprocal indemnification provision in favor of the Design-Builder 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.

35.08 Design-Builder's Responsibility for the Work

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

Design-Builder 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. Design-Builder and every subcontractor shall submit these reports to the Trustees daily. At the end of the Project, Design-Builder 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 Design-Builder and one or more subcontractors concerning responsibility for performing any part of the Project.

- a. **Quality Control.**
The Design-Builder shall be fully responsible for the quality of materials and workers' skill in the Project. The Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder shall submit it promptly to 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 Design-Builder 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 Design-Builder, 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 Design-Builder 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 Design-Builder 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 Design-Builder 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.

Once the Design-Builder mobilizes and occupies the Site, and until the formal acceptance of the Project by the Trustees, Design-Builder shall protect the Site and Work from theft, acts of malicious mischief, vandalism and unauthorized entry. During all hours that Work is not prosecuted, Design-Builder 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 Design-Builder shall be liable for any loss or damage that result from its failure to protect the Site and the Work.

The Design-Builder shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Design-Builder'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 also Article 35.03, subsections: a-Air Pollution Control and b-Water Pollution Control).

d. Safety.

The Design-Builder shall exercise precaution at all times for the protection of persons and their property. The Design-Builder 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 Design-Builder shall also provide and adequately maintain all proper temporary walks, roads, guards, railings, lights, and warning signs. The Design-Builder shall comply with all applicable laws relating to safety precautions, including the safety regulations of the California Division of Industrial Safety. Unless the Design-Builder designates other employees, its superintendent shall have the duty of prevention of accidents. The Design-Builder shall institute a safety program which 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 Design-Builder 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 Construction Inspector may bring to the attention of the Design-Builder a possible hazardous situation in the field regarding the safety of personnel on the site. Design-Builder shall be responsible for verifying the observance of all local, state, and federal workplace safety guidelines. In no case shall this right to notify the Design-Builder absolve the Design-Builder of its responsibility for monitoring safety conditions. Such notification shall not imply that anyone other than the Design-Builder has assumed any responsibility for field safety operations.

The Design-Builder 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 Design-Builder shall make available to the Trustees copies of its accident report to its insurance carrier. The Design-Builder shall determine the cause of the accident and immediately correct any equipment, procedure, or condition contributing to the accident.

e. Utilities

(1) If the Design-Builder discovers utility facilities not identified in the Contract Documents, the Design-Builder shall immediately notify the Trustees and the utility involved, in writing, of such discovery. When the Design-

Builder 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 Design-Builder 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 Design-Builder to exercise reasonable care. All such compensation to the Design-Builder shall be based on an actual cost plus Design-Builder and subcontractor mark-up, as identified in Article 37.01-b, Allowable Costs Upon Change Orders, subdivisions (4), (5), and (6), except that both the Design-Builder's and subcontractor's mark-up shall be reduced by six (6) percent each, where the damage results from the failure of the Design-Builder 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 Design-Builder to do such repairs or relocation Work at a reasonable price, where such Work is required to facilitate the Project. The Design-Builder 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 Design-Builder shall be responsible at its own cost for all Work, 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 Design-Builder 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 Design-Builder 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 Design-Builder shall provide to the University as-built drawings of all utilities encountered and constructed indicating the size, horizontal location, and vertical location based on the Project bench mark or a stable datum.

f. Hazardous Materials

- (1) Asbestos.
The Design-Builder is prohibited from installing any asbestos-containing materials or products in any Work to be performed under this Contract. The Design-Builder 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 Design-Builder 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 the Director of Environmental Health and Safety. The Design-Builder 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.

35.09 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 Design-Builder shall be relieved of responsibility for any injury or damage to such occupied part as results from the Trustees' occupancy and use. If the Design-Builder 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 Design-Builder 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 39.01, Acceptance) either of the Project as completed or of any portion thereof, nor will it relieve the Design-Builder 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 Design-Builder, the guarantee period for the facility occupied may commence from the date of occupancy subject to written consent thereto by the Trustees.

35.10 Payments by Design-Builder

In accordance with Business and Professions Code section 7108.5, the Design-Builder agrees to pay all subcontractors not later than seven (7) Days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Design-Builder on account of the Work performed by its subcontractors, to the extent of each such subcontractor's interest therein.

The Design-Builder 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.

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

The Design-Builder 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 Design-Builder'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 which may be caused by securing permits and licenses.

35.12 Patented or Copyrighted Materials

The Design-Builder shall assume all costs arising from the use of patented or copyrighted materials, equipment, devices, or processes used on or incorporated in the Project. And the Design-Builder agrees to save harmless, defend, and indemnify the State, the Trustees of the California State University, Trustees' Consultants, the University, and the officers, agents and employees 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.

35.13 Property Rights in Materials and Equipment

Nothing in the Contract shall be construed as vesting in the Design-Builder 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 Design-Builder warrants that all such property shall pass to Trustees free and clear of all liens, claims, security interests, or encumbrances.

35.14 Taxes

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

35.15 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 Design-Builder shall immediately begin and thereafter diligently prosecute the Work to completion. The Design-Builder agrees to complete the Work on the date specified for completion of the Design-Builder's performance in the Contract unless such time is adjusted, in writing, by change order by the Trustees. The Design-Builder may complete the Work before the completion date if it will not interfere with the Trustees or 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 39.06, Guarantee.
- c. Adjustment of Contract Time Due to Acts of God, etc.
The Design-Builder 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 Design-Builder shall notify the Trustees in writing of the causes of the delays within 24 hours from the beginning of any such delay. 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. The Trustees' findings thereon shall be final and conclusive.

There shall be no compensation to the Design-Builder 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 Design-Builder 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.**
If the Design-Builder is delayed in completing the Contract by reason of any act or omission of the Trustees not provided by the Contract, or by reason of changes made pursuant to Article 37.01, 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 Design-Builder shall notify the Trustees in writing of the causes of the delay within seven (7) Days from the beginning of the delay.
- e. **Design-Builder's Duty to Fully Prosecute Work.**
No extension of time will be granted for any of the causes for which extensions may be granted unless the Design-Builder demonstrates to the satisfaction of the Trustees that the Design-Builder 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 35.15-c, Adjustment of Contract Time Due to Acts of God, etc., above. Design-Builder shall refer to Article 35.16, Schedule.
- f. **Trustees' Adjustment of Contract Time.**
Even though the Design-Builder has no right to an extension of time for completion, the Trustees may extend the time at the request of the Design-Builder, 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 Design-Builder, 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. Such costs will not exceed liquidated damages.
- 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 Design-Builder 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 Design-Builder for time lost by such delay. Any such determinations will be set forth in writing.
- h. **Liquidated Damages.**
Attention is directed to Article 38.02, "Delay in Completion--Liquidated Damages."

35.16 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 Design-Builder's Construction Schedule.
- b. The Design-Builder shall prepare and submit to the Trustees' Construction Administrator the Design-Builder's initial construction schedule within thirty (30) Days after the starting date on the Notice to Proceed. The Design-Builder's initial Construction Schedule shall be comprised of a critical path method network. The Design-Builder 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 Design-Builder shall provide electronic data files.

The Design-Builder'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 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 Design-Builder shall also submit a separate listing of all submittals required under the Contract and noting the anticipated date that each submittal will be submitted.

Design-Builder 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 Design-Builder's estimate of the dollar value of Contract Work completed and billable each month of the Project.

- c. The Design-Builder'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 Design-Builder's activities. The Design-Builder'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 Design-Builder 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 (i.e., 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 Design-Builder, 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 Design-Builder 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 Design-Builder, etc.). In such an event, the Design-Builder 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 Design-Builder's initial Construction Schedule during review will not relieve the Design-Builder 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 Design-Builder shall participate in the review of the Design-Builder'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 Design-Builder'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 Design-Builder'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 Design-Builder 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.

Electronic data files shall be provided. The electronic data files shall be readable using the latest version of Primavera SureTrak Project Manager, or using Trustees-approved equal software, as specified herein.

- i. The Design-Builder shall submit an updated Construction Schedule to the Construction Administrator with a copy to the Project Manager/Construction Inspector five (5) Days prior to the submittal of the Design-Builder'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 Design-Builder 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 Design-Builder's monthly Progress Schedule update shall include a report containing a narrative which includes the following:

DESIGN-BUILDER'S PROGRESS SCHEDULE NARRATIVE REPORT OUTLINE

- Design-Builder's transmittal letter
- Description of problem tasks (referenced to field instructions, requests for information (RFIs), change order 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 Design-Builder makes revisions to the logic or durations of the approved schedule as part of the monthly updates, the Design-Builder shall submit a narrative detailing the revisions with the monthly update.

The Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 the adding of 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 Design-Builder submits a request for an adjustment of the Contract Time for completion for changes or alleged delays, the Design-Builder shall also submit a complete Time Impact Analysis (TIA). The Design-Builder 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 Design-Builder fails to submit a TIA within the aforementioned time specified, then the Design-Builder shall be deemed by the Trustees to have agreed that there is no time impact and that the Design-Builder has irrevocably waived its rights to any additional Contract Time.

The Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder is entitled to any extension of time for completion, the Contract Time for completion will be adjusted accordingly by the Construction Administrator, and the Design-Builder shall then revise the Monthly Baseline Schedule accordingly.

- (2) No time extensions shall be granted nor indirect costs paid unless the Design-Builder 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 revising the intended sequence of Work or other means. The Design-Builder 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 Design-Builder 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 Design-Builder shall, after completion of the Work has been achieved, submit a final Design-Builder'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.

35.17 Labor Force and Superintendent

At all times the Design-Builder shall provide sufficient labor to properly prosecute the Work and to ensure completion of each part in accordance with the schedule and within the Contract Time (Public Contract Code section 10843). The Design-Builder 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 Design-Builder shall promptly remove such person from the Project and shall not re-employ such person thereon.

The Design-Builder shall retain a competent, full-time, on-site superintendent to represent the Design-Builder and to direct the Project at all times while any Work under this Contract is underway. The Design-Builder 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 Design-Builder 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 which includes worker count, Work in progress, etc. and shall provide it to the Trustees upon request.

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

35.18 Limitation of Construction Operations

The Design-Builder shall limit the area and nature of the construction operations to that which is authorized in the Request for Proposal or as approved in writing by the Trustees.

35.19 Coordination with Other Work

The Trustees reserve the right to do other Work in connection with or related to the Project or adjacent thereto by Contract or otherwise, and the Design-Builder 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 Design-Builder 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 Design-Builder shall coordinate its Work with the Work of others so that no discrepancies shall result in the Project.

35.20 Drawings Reflecting Actual Construction

During the course of construction, the Design-Builder shall maintain drawings daily to show the Project as it is actually constructed. Every sheet of the Plans and Specifications which 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 Design-Builder shall review the "as-built" drawings with the Construction Inspector at least once a month to demonstrate that the Design-Builder 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 Trustees' Construction Administrator for further handling. Additionally, the Design-Builder shall turn over to the Trustees a re-drafted and complete set of "as-built" drawings of the actual construction on AutoCAD, version 12 or other version as approved by the Trustees, and Mylar reproducibles generated from AutoCAD. Final payment will not be made to the Design-Builder until the "as-builts" are received and spot checked by the Trustees. Corrections, if any, shall be made to the AutoCAD and to the Mylar reproducibles.

35.21 Access for Inspection

The Design-Builder shall at all times permit the Trustees, the Construction Administrator, 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder, the premium cost of inspection shall be reimbursed to the Trustees.
- b. Reinspections.
The Trustees may back-charge all reinspection costs to the Design-Builder.
- 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 Design-Builder for the extraordinary costs incurred.

35.22 Cleanup of Project and Site

The Design-Builder shall clean up its Work at frequent intervals and at other times when directed by the Trustees. At all times while finish Work is underway, floors shall be kept broom clean. Upon completion of the Work, the Design-Builder 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 Design-Builder does not maintain the Project or the site clear of debris and rubbish in a manner acceptable to the Trustees, the Trustees may cause the Project or site to be properly cleaned and may withhold the expense incurred therefor from payments due the Design-Builder.

35.23 Project Sign, Advertising

The Design-Builder shall furnish and install a Project sign 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 Design-Builder, and the Architect. No advertising is permitted on the Project or site without written permission from the Trustees.

**36.00 - INTERPRETATION OF
AND ADHERENCE TO CONTRACT REQUIREMENTS**

36.01 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 following priorities 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 RFP Plans. No other section of the Specifications shall modify the Contract General Conditions.
 - (4) In case of conflict between the RFP Plans and the RFP Specifications, the RFP specifications shall govern.
 - (5) In case of conflict within the RFP Plans:
 - (a) Material and equipment schedules, when identified as such, shall govern over all other portions of the RFP Plans.
 - (b) Specific notes shall govern over all other notes and all other portions of the RFP Plans, except the material and equipment schedules described in Article 36.01-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.
- d. Quality.
The quality of the Design-Builder's Work shall be equal to or better than that required in the RFP, and if it is found that the Work in the Design-Builder's proposal is of lesser quality, the RFP shall prevail.

36.02 Issuance of Interpretations, Clarifications, Additional Instructions

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

The Trustees shall, within a reasonable time, issue in writing the interpretation, clarification, or additional detailed instructions requested.

Should the Design-Builder proceed with the Work affected before receipt of the interpretation, clarification, or instructions from the Trustees, the Design-Builder 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 as approved by the Trustees and, in the opinion of the Design-Builder, constitute Work beyond the scope of the Contract, the Design-Builder must submit written notice thereof to the Trustees 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 Design-Builder shall send copies of such correspondence to the Project Manager/Construction Inspector. Within seven (7) Days after the Design-Builder issues its written notice, the Design-Builder 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.

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 Design-Builder a written order that the claim is not justified and direct the Design-Builder to perform such Work.

The Design-Builder shall proceed with the Work upon receipt from the Trustees of a written order to do so, in accordance with the Trustees' interpretation of the Contract requirements. If the Design-Builder objects to the order, the Design-Builder must notify the Trustees in writing of its objection and the reasons therefor, within seven (7) Days of receipt of the order. The Design-Builder shall have the right to have this claim later determined by a Claims Review Board pursuant to this Contract (Article 38.01, Claims). When performing disputed Work, the Design-Builder shall prepare time and materials records for each day, and the Construction Inspector shall verify these records at the conclusion of each day. The Design-Builder 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 Trustees within seven (7) Days as specified above.

36.03 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 RFP.

- 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 RFP shall be considered a part of this Contract.

36.04 Shop Drawings, Samples, Alternatives or Equals, Substitutions

- a. Submittal Procedure.
The Design-Builder shall review and approve all shop drawings. "Shop drawings" include drawings, diagrams, illustrations, materials and equipment schedules, performance charts, brochures and catalogs and other data prepared by the Design-Builder or any subcontractor, manufacturer, supplier or distributor, which illustrate some portion of the Work. The Design-Builder shall promptly review and mark the shop drawing approved and submit to the Trustees, 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. Design-Builder shall submit at least four copies of shop drawings with three to be retained by the Trustees. All such submittals shall be sent to the Trustees at the address given in the instructions to the Design-Builder 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 Design-Builder to identify all deviations may render any action taken by the Trustees on the materials submitted to be void. Whether to void such action shall be in the discretion of the Trustees. The letter and all items accompanying it shall be fully identified as to Project name and location, the Design-Builder's name, and Contract number. By submitting the approved shop drawings and samples, the Design-Builder 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 Design-Builder 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 the Trustees. The Design-Builder shall remove samples from the site when directed by the Trustees. Samples not removed by the Design-Builder, at the Trustees' option, will become the property of the Trustees or will be removed or disposed of by the Trustees at the Design-Builder'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 Proposer complies with the following requirements:

- (1) The Proposer shall submit its proposal to the Trustees 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 Trustees may give written consent to a submittal or re-submittal received after the expiration of the time limit designated. The Proposer is responsible for a 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 Trustees.
- (3) The burden of proof as to the comparative quality and suitability of the offered materials or equipment shall be upon the Proposer. Where the material is specified by capacity or performance, the burden of proof shall be on the Proposer to show that any particular equipment or materials meet the minimum capacities or the performance requirements specified. The Proposer 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 Trustees shall be the judge of such matters. If the Trustees reject 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 Design-Builder's expense without recourse for reimbursement from the Trustees.

d. Substitutions.

If the Design-Builder 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 36.04, but, in addition, the Design-Builder must submit any cost impact of this substitution. By submitting a substitute, the Design-Builder waives any rights to claim a delay due to the processing of this substitution. The time for submission of a substitute 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 or shorter period in writing. The Trustees are not obligated to review or accept substitutions.

36.05 Quality of Materials, Articles and Equipment

Materials, articles and equipment furnished by the Design-Builder 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 Design-Builder shall furnish materials, articles or equipment at least equal to the kind or quality or both of materials, articles or equipment which are specified.

36.06 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 Design-Builder 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 Design-Builder'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 Design-Builder shall bear the cost of such samples and tests. Samples that are of value after testing shall remain the property of the Design-Builder. All retesting costs may be back-charged to the Design-Builder by the Trustees.

36.07 Rejection

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

36.08 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 Design-Builder. The increased cost due to the use of multiple fabrication yards or manufacturing plants for similar materials shall be borne by the Design-Builder.

36.09 Responsibility of Quality

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

37.00 - CHANGES IN THE WORK

37.01 Change Orders

The Trustees reserve the right to issue written orders, or Field Instructions, to the Design-Builder, 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 Design-Builder shall

promptly comply with such orders. The Design-Builder 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 Design-Builder; in this case the Trustees will not increase compensation or extend time for a change involving greater expense to the Design-Builder and may reject changes. The consequent responsibility falls on the Design-Builder 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 Design-Builder, set forth in Article 39.02, 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 Design-Builder shall take all necessary steps to halt such other Work in the area of the change that might be affected by the ultimate change. Changed Work shall be performed in accordance with the original Contract requirements except as modified by the change order. Except as herein provided, the Design-Builder 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 Design-Builder a cost request bulletin via the Construction Administrator, or a field instruction via the Project Manager/Construction Inspector, hereinafter called the cost request bulletin, for a proposed change order describing the intended change, and shall require the Design-Builder 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 Design-Builder shall permit inspection of the original Contract estimate, subcontract agreements, or purchase orders relating to the change. Any request for adjustment in time of final completion of the Project which is directly attributable to the changed Work shall also be included, with substantiating detailed explanation, by the Design-Builder in its response to the cost request bulletin. Design-Builder'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 Design-Builder shall submit the change order request with detailed estimates and any time extension request thereon to the Trustees and to the Project Manager/Construction Inspector within fifteen (15) Days after issuance of the cost request bulletin. If not submitted within the required fifteen (15) Days, and the Design-Builder has not obtained the Trustees' permission for a delay in submission, the Trustees may order the Design-Builder in writing to begin the Work immediately in accordance with Articles 37.01-c or 37.02, and the Contract price shall be adjusted in accordance with the Trustees' estimate of cost, unless the Design-Builder within fifteen 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 Design-Builder 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 Design-Builder 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 Design-Builder, the Design-Builder shall proceed with the changed Work. When the Trustees and the Design-Builder agree to the adjustment in the Design-Builder's compensation for the performance of changed Work, but fail to agree to the time adjustment for such Work, the Design-Builder shall proceed with the Work at the agreed price, reserving the right to further pursue its claim for a time adjustment (see Article 35.15-d, Adjustment of Time Due to Acts of the Trustees). 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) that will be allowed due to changed Work, and the manner in which such costs are computed, shall be in accordance with the following nine provisions. In submitting a change order request, the Design-Builder 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 Design-Builder 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 (see Government Code section 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 Design-Builder 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 Design-Builder 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 Design-Builder established to the satisfaction of the Trustees the necessity for use of such higher classifications of workers. The Design-Builder 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 35.02-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.

Design-Builder'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 Design-Builder, it shall be credited to the Trustees. If the materials are obtained from a supply or source owned wholly or in part by the Design-Builder, 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 Design-Builder 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 Design-Builder shall have no claim for costs or profits on material furnished by the Trustees.

(3) Equipment.

Design-Builder'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 Design-Builder, 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 Design-Builder including mark-up for the use of equipment as set forth above shall constitute full compensation to the Design-Builder for the cost of fuel (unless the Design-Builder 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 Design-Builder incidental to the use of such equipment. Equipment operators shall be paid for as provided in Article 37.01-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 Design-Builder'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 Design-Builder, 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 Design-Builder 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 37.01-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 Design-Builder shall furnish upon demand of the Trustees, a lump sum estimate of the cost of the items including taxes and cartage to the Design-Builder 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) **Design-Builder Mark-up for Added Work.**
When changed/added Work is performed by a subcontractor, the Design-Builder 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 Design-Builder'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 37.01-b (1), (2) and (3). Also refer to Article 35.08-e, Utilities, for special mark-up on repair of utilities. The Design-Builder 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 Design-Builder'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 Design-Builder 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 Design-Builder's net cost for the change order. The Design-Builder shall then apply the mark-up to this net cost. Similarly, the Design-Builder 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 Design-Builder shall apply separate mark-ups for added Work as specified in Article 37.01-b (6). If the resulting net costs for each subcontractor will decrease the Contract price, then the Design-Builder shall apply separate mark-ups for deleted Work as specified in Article 37.01-b (7).
- For example:
Design-Builder - net cost is \$30,000, Design-Builder's mark-up is 15%, or \$4,500.
Subcontractor A - net cost is \$20,000, Design-Builder's mark-up is 10%, or \$2,000.
Subcontractor B - net cost is <\$10,000>, Design-Builder's mark-up is six percent, or <\$600>.
The Design-Builder'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 Design-Builder 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 proposals were opened.

- (9) Architect/Engineer's Extra Services for Change Order Work.
- (a) Negotiated Fee.
The Trustees may elect to negotiate a fixed fee for design extra services on change order Work.
 - (b) Work Performed by Principals and Employees of the Architect/Engineer.
Unless as identified in (a) above, for any Work performed by the Architect/Engineer on a change order, the Architect/Engineer shall receive an amount not to exceed two and one half (2.5) times the direct payroll costs for services of principals and/or employees for actual time expended to provide the authorized extra services. Reimbursement for principals when providing drafting or other related services normally provided by an employee shall be reimbursed at the maximum rate for services of employees. The Architect/Engineer shall provide an Hourly Labor Rate Worksheet at the onset of the Project listing rates applicable to this Project within the limits listed above.
 - (c) Work Performed by Firms or Individuals Not Employees of the Architect/Engineer.
Unless as identified in (a) above, for Work performed by firms or individuals not employees of the Architect/Engineer, but engaged by the Architect/Engineer to assist in providing the authorized extra service, the Architect/Engineer shall receive one and one tenth (1.1) times the amount to be paid by the Architect/Engineer to the consultants for said services. Payment to consultants for services rendered is limited to direct Project costs, including a maximum of two and one half (2.5) times the direct payroll costs for services of principals and/or employees for actual time expended to provide the authorized extra service.
 - (d) Architect/Engineer Reimbursables.
The Architect/Engineer shall be paid only the actual and reasonable costs of reimbursable expenses incurred on change order Work as approved in writing by the Trustees prior to the Architect/Engineer incurring the costs, with no mark-up for overhead and profit.

c. Failure to Agree as to Cost

(1) For Added Work.

Notwithstanding the failure of the Trustees and the Design-Builder to agree as to the cost of the proposed change order, the Design-Builder, 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 Design-Builder 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 Design-Builder 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 Design-Builder's daily summary and may make any necessary adjustments to the summary. After the Construction Inspector and the Design-Builder 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 Design-Builder 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 Design-Builder who shall certify thereon under penalty of perjury that the information is true, and the costs are as allowed in Article 37.01-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 37.01-b(4), (5), (6), (7) and (9).

The Design-Builder 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 Design-Builder 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 Design-Builder until the Design-Builder 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 37.01-b (7), shall be the costs to the Design-Builder 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 37.01-b, shall be used in computing the amounts involved for changes other than deletion of an entire item.

- d. Allowable Time Extensions.
For any change in the Work, the Design-Builder 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 Design-Builder demonstrates to the satisfaction of the Trustees that the Work is on the critical path and submits an updated CPM schedule showing that an extension of time is required and that the Design-Builder 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). Attention is directed to Article 35.15, Contract Time, and Article 35.16, Schedule.
- 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 Design-Builder shall document each debit from an allowance in writing. Debits from allowances and mark-ups on allowance work performed by subcontractors shall be in accordance with this Article 37. Since allowances are a part of the base Contract Work, Trustees will not award additional mark-up to Design-Builder for work performed within the allowance by Design-Builder or any subcontractor. Design-Builder 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 37.

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

37.02 Emergency Changes

Changes in the Work agreed by the Trustees to be made necessary due to unforeseen site conditions, discovery of errors in the Contract Documents 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 Design-Builder. The Design-Builder 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 37.01 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 37.01-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 37.01-d, is agreed upon, or the changed Work is completed.

38.00 - CLAIMS AND DAMAGES

38.01 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 38.01, 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, and an itemized breakdown of any adjustment sought.

At the time of submission of any claim, the Design-Builder shall certify as follows:

<p>SUBMISSION UNDER PENALTY OF PERJURY</p> <p>“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 <i>et seq.</i>, 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.”</p> <p style="text-align: center;">BY: _____ (signature) _____ Date: _____ (insert date of signature) _____</p>	
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Design-Builder'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 Design-Builder.

b. Design-Builder's Claim(s) – Notice of Claim.

In accordance with Article 36.02 (Issuance of Interpretations, Clarifications, Additional Instructions), should the Design-Builder disagree with the determination of the Trustees on a matter that substantially affects the Design-Builder's costs, compensation or extent of Work, the Design-Builder shall file a preliminary claim with the Trustees and request a review of the decision. The Design-Builder must proceed with the Work upon receipt from the Trustees of a written order to do so. However, within seven (7) Days of receipt of the written order, the Design-Builder must notify the Trustees, by letter, that it protests the decision.

c. Design-Builder Submission of Unresolved Claims to Claims Review Board.

All unresolved claims arising from this Contract, for which the Design-Builder seeks resolution by a Claims Review Board, shall be submitted in writing in accordance with this Article 38.01 to the Trustees no later than 30 Days after the County Recorder's recordation date on the Trustees' Notice of Completion. The Design-Builder's failure to submit its claims to the Trustees within this 30-Day period shall constitute a waiver by the Design-Builder 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, Design-Builder may not submit any additional claims. Design-Builder 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 Design-Builder of such claims.

Design-Builder 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.*).

d. Trustees' Claim(s) Submittal.

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

e. Design-Builder Rebuttal to Trustees' Claims.

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

f. 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 Claims Review Board process is administered by the Assistant Vice Chancellor for Capital Planning, Design and Construction, or designee. 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 any claim from the Project. It is a lay board; 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 Design-Builder's contractual and administrative remedies with the Trustees.

g. 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 five (5) days of the request of any party, the requesting party shall attempt to employ the services of a third person mutually acceptable to the parties to conduct such mediation within five (5) days of his appointment.

(2) Other Dispute Resolution.

If the parties are unable to agree on such third person, or, 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.

38.02 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 which the Trustees will sustain by reason of the delay. It is therefore agreed that the Design-Builder 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 39.01, Acceptance). If the Design-Builder fails to pay such liquidated damages, the Trustees may deduct the amount thereof from any money due or that may become due the Design-Builder 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) 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.

38.03 Termination for Cause

If the Trustees deem that Design-Builder has failed to supply an adequate working force or material of proper quality, or Design-Builder 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 Design-Builder'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 Design-Builder shall pay the difference to the Trustees.

If it is subsequently determined that grounds for termination under this Article do not exist, then the Design-Builder shall be deemed to have been properly terminated for convenience under Article 38.04, Termination for Convenience.

38.04 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 Design-Builder 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 35.05, Delegation of Performance and Assignment of Money Earned, and 38.05, 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 Design-Builder 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 Design-Builder shall assign to the Trustees all the right, title and interest of the Design-Builder under subcontracts or orders for materials.
- i. Furnish the Trustees with the documentation required to be furnished by the Design-Builder 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 Design-Builder shall be paid in accordance with the provisions of Article 39, Payment and Completion, with the following exception. The amount due the Design-Builder 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 39.00, and less any prior payment(s) made to, or on account of the Design-Builder.

38.05 Assignment of Subcontracts

Should the Design-Builder's control over the Work be terminated under Article 38.03, Termination for Cause, or 38.04, Termination for Convenience, the Trustees may elect to take legal assignment of subcontracts, purchase orders, and other contractual rights. In such an event, the Design-Builder shall, as a condition of receiving the payments referred to in these Articles, 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 Design-Builder, as the Trustees may require for the purpose of fully vesting in the Trustees all rights and benefits of the Design-Builder under such subcontracts, purchase orders, or other contractual rights in order that the Trustees may proceed to finish the Project.

38.06 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 Design-Builder of the receipt of any third-party claim relating to the Contract (Public Contract Code section 9201).

39.00 - PAYMENT AND COMPLETION

39.01 Acceptance

When the whole Project has been completed in all respects in accordance with the completed, plan-checked and Trustees-approved 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 notices and stop payment notices. All stop notices and 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 38.01, Claims).

39.02 Partial Payments

To assist in computing partial payments, the Design-Builder shall submit to the Construction Inspector and the Trustees a "Schedule of Values" of the Design-Builder'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 Design-Builder 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 Design-Builder to the Construction Administrator along with the initial submittal of the Schedule of Values.

Once each month during the progress of the Work, the Design-Builder shall submit to the Construction Administrator a partial payment request that has been received and agreed to by the Trustees' Project Manager/Construction Inspector. The Design-Builder 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 Design-Builder-purchased value for the acceptable materials delivered to the site, or stored subject to the control of the Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder in the job start meeting. The 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 Construction Inspector, unless the partial payment is strictly administrative, and is processed after the completion of the Work (e.g. release of stop notice and stop payment notice claims).

Partial payment requests shall be processed with five percent retention. The Trustees hold retention in part as security for the fulfillment of the Contract by Design-Builder. 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 39.01 and 39.05.

Partial payments shall not be construed as acceptance of any Work which is not in accordance with the requirements of the Contract. Once the Construction Inspector has 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 of an undisputed and properly submitted payment request by the Construction Administrator, prior to assessment of late payment interest.

39.03 Escrow in Lieu of Retention

Upon the Design-Builder'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 Design-Builder 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 prescribed in Public Contract Code section 10852 and prescribed by the Trustees.

39.04 Stop Payment Notices

Trustees shall retain out of any money due or that may become due the Design-Builder, 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. The Design-Builder shall be responsible to communicate this information to all subcontractors.

39.05 Payment

After Trustees' acceptance of the Project as complete, the Design-Builder shall submit to the Construction Administrator a payment request stating 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 39.02, Partial Payments.

The Trustees shall notify the Design-Builder of the date of recordation of the Notice of Completion. The Design-Builder 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 notices and 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 notice or 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 notice or stop payment notice have been settled or the Design-Builder has posted sufficient bond in an amount of at least 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 39.01, 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 notices and stop payment notices shall refer only to the portion accepted.

39.06 Guarantee

The Design-Builder 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 35.15-b, Starting and Completion Date, unless a longer guarantee period is stipulated in the Contract Documents. Design-Builder 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 warranty. By this guarantee the Design-Builder 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 Design-Builder which is responsible for the entire Work and countersigned by the subcontractor which performs the Work.

The Design-Builder further agrees that within ten (10) Days after the Trustees notify the Design-Builder in writing by the Trustees of any Work not in accordance with the requirements of the Contract or of any defects in the Work, the Design-Builder shall commence and prosecute with 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 Design-Builder, in the event of failure to so comply, does hereby authorize the Trustees to proceed to have the Work done at the Design-Builder's expense, and the Design-Builder agrees to pay the cost thereof upon demand. The Trustees shall be entitled to be reimbursed by the Design-Builder all costs necessarily incurred upon the Design-Builder'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 the public, the Trustees may undertake at the Design-Builder's expense, without prior notice, all Work necessary to correct any hazardous conditions caused by the Work of the Design-Builder that is not in accordance with the requirements of this Contract.

39.07 Contractor Evaluation

The University will perform a contractor evaluation, and a report filed with the Trustees after completion of the Project. If the Design-Builder 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 Design-Builder's prequalification and may cause the Design-Builder to be deemed ineligible to bid on Trustees' Work. Refer also to Article 32.09, Failure to be a Responsible Bidder.

40.00 - MISCELLANEOUS

40.01 Governing Law

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

40.02 Successors and Assigns

The Trustees and Design-Builder 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 its obligations under the Contract.

40.03 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 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 Design-Builder.

40.04 Waiver

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

A waiver of or failure by Trustees or Trustees' representative to enforce any requirement in this Agreement 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 Design-Builder agrees and understands that no oral directive, approval or representation, either express or implied, by Trustees or its agents shall be binding upon Trustees.

40.05 Survival

The provisions of the Contract which by their nature survive termination of the Contract or Acceptance under Article 39.01, including all warranties, indemnities, payment obligations, and Trustees' right to audit Design-Builder's books and records, shall remain in full force and effect after Acceptance or any termination of the Contract.

40.06 Complete Agreement

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 37.00, Changes in the Work.

40.07 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.

40.08 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 40.08 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 Agreement. Such street addresses may be changed by notice given in accordance with this Article 40.08.

40.09 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-Build Major Projects

**SAMPLE
CONSTRUCTION AGREEMENT
FORMS**

AGREEMENT

CSU Vendor ID No. _____

Contract No. _____

THIS AGREEMENT, made on Date , BY AND BETWEEN THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, acting in behalf of the State of California, 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

Project Number: **MAJ 15-MJ0062.1**; Project Name: **Yosemite Fire Protection Phase II**

Campus: **California Polytechnic State University, San Luis Obispo**

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:

(Amount)

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 **x%** 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 Trustees. 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 **123** calendar days from the Work start date of May 1, 2017 and Work completion date of August 31, 2017, as stated in the Notice to Proceed. Liquidated Damages: Each Tower shall be considered complete when a Certificate of Occupancy is issued by the California State Fire Marshal's Office. Each Tower not complete by August 31, 2017, the Contractor will pay to the Trustees the sum of **Fifteen Thousand Dollars (\$15,000.00)** per week for each week completion is delayed beyond the time prescribed, in accordance with the Contract General Conditions, Article 7.02, Delay in Completion—Liquidated Damages. The week starts on Sunday and ends on Saturday.

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.

- 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.

Contract No. _____

Project No. _____

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 California Polytechnic State University, San Luis Obispo; Strategic Business Support Services, Administration Building, Room 128, 1 Grand Avenue, San Luis Obispo, CA 93407-0121.

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 Federal ID No.

Contractor's DIR Public Works Registration No.

By: _____

Name, Title

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

Approved as to (insert contract amount here)

Reviewed and Approved by Project Manager:

Fund Encumbrances: Fund: **ND012**
 Dept ID: **127800**
 Account: **607846**
 Project: **MJ0062.1**

By: _____
Silas Pompa, Financial Manager Date
Customer & Business Services

By: _____
Perry Judd, Interim Director Date
Facilities Planning & Capital Projects

I certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the encumbered amount:

By: _____
Cynthia Vizcaino Villa, Date
Senior Vice President
Administration and Finance

Approved as to Scope:

By: _____
Perry Judd, Interim, Director
Facilities Planning and Capital Projects

Trustees Authorized Signature:

By: _____
Cody VanDorn, Executive Director
Strategic Business Support Services

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

By: _____
Dawn Theodora, University Legal Counsel Date

PAYMENT BOND

Contract No. _____

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 No.: **MAJ 15-MJ0062.1**
Project Name: **Yosemite Fire Protection Phase II**
Campus: **California Polytechnic State University, San Luis Obispo**

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:

(Amount)

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 _____, 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.

PERFORMANCE BOND

Contract No. _____

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 No.: **MAJ 15-MJ0062.1**

Project Name: **Yosemite Fire Protection Phase II**

Campus: **California Polytechnic State University, San Luis Obispo**

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:

(Amount)

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 _____, 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.

CERTIFICATION

Contract No. _____

Project No. **MAJ 15-MJ0062**

This is to certify that I am the _____
(Insert title such as Secretary or Assistant Secretary)

of _____;
(Insert name of corporation); and that the attached

resolution is a true and accurate copy, as the same appears in the Minutes of the Board of Directors of the Corporation; and that said resolution was duly adopted by the Board of Directors of the Corporation at its meeting on _____.

Dated: _____
(Insert date)

Signature

Title of person making certification

IMPORTANT NOTE

(Be sure to attach to this certification a copy of the resolution authorizing a person to execute Contract Documents or to execute a bid submittal. If attaching more than one resolution, modify the form to reflect that fact.)

**SAMPLE
CONSTRUCTION MANAGEMENT
FORMS & REPORTS**

THE CALIFORNIA STATE UNIVERSITY

FIELD INSTRUCTION

Project: Yosemite Fire Protection Phase II Date: _____
Contractor: _____ Contract No.: _____
Architect: Goss Engineering, Inc. Project Number: MAJ 15-MJ0062.I
Subject: _____

1.1

Prepared by: _____ Date _____
Name, Title and Signature

Authorized by: _____ Date _____
Project Administrator or Project Manager (or a representative authorized by the Project Administrator)

All work shall be in conformance with the requirements of the Contract Documents. You are hereby directed to execute promptly this Field Instruction which interprets the Contract Documents. If you consider that a change in Contract Sum or Contract Time is required, submit your itemized proposal immediately and before proceeding with this work. The proposal shall include itemized costs of labor, materials, equipment, overhead, profit and contract time changes as required in the General Conditions. If your proposal is found to be satisfactory and in proper order, this Field Instruction will be superseded by a Change Order to your Contract.

<input type="checkbox"/> If a Change Order is contemplated, fill out and check boxes as appropriate:	<input type="checkbox"/> Estimated Cost: \$ _____
<input type="checkbox"/> Cost Basis: <input type="checkbox"/> Lump Sum <input type="checkbox"/> Time and Materials <input type="checkbox"/> Not to exceed maximum cost of: \$ _____	
<input type="checkbox"/> Contract Time is unchanged <input type="checkbox"/> Proposed adjustment to Contract Time of ____ calendar days.	

Distribution:

- | | | |
|---|--|---|
| <input type="checkbox"/> Perry Judd, Associate Director | <input checked="" type="checkbox"/> Contractor | <input type="checkbox"/> Goss Engineering, Inc. |
| <input type="checkbox"/> Joel Neel, Constr. Administrator | <input type="checkbox"/> Andy Barker, Construction Inspector | <input type="checkbox"/> |

PROJECT NAME	Yosemite Fire Protection Phase II	PROJECT NO.	MAJ 15-MJ0062.1
CONTRACTOR		CONTRACT NO.	
SUBCONTRACTOR		DATE	

HOURLY LABOR RATE WORKSHEET

(Reference Contract General Conditions, 'Change Orders' section. Contractor shall enter data into all fields highlighted in yellow; for those fields highlighted in blue, data will automatically populate.)

TRADE: _____ **CLASSIFICATION:** _____

Item	% Rate	Prevailing Wage Rate			Notes													
		Regular Time	Overtime	Double Time														
Base Labor Rate		\$ 37.35	\$ 56.03	\$ 74.70	Use verified certified payroll													
Fringe Benefits: <table border="1" style="margin-left: 20px; border-collapse: collapse;"> <tr> <td style="text-align:center;">Benefit Paid</td> <td style="text-align:center;">Benefit Provided</td> </tr> <tr> <td align="center" colspan="2">(put X in appropriate box)</td> </tr> <tr> <td align="center">x</td> <td></td> </tr> <tr> <td></td> <td align="center">x</td> </tr> <tr> <td></td> <td align="center">x</td> </tr> <tr> <td></td> <td align="center">x</td> </tr> <tr> <td></td> <td align="center">x</td> </tr> </table>	Benefit Paid	Benefit Provided	(put X in appropriate box)		x			x		x		x		x				
	Benefit Paid	Benefit Provided																
	(put X in appropriate box)																	
	x																	
		x																
		x																
		x																
	x																	
Pension ¹		3.41	3.41	3.41														
Health/Welfare ¹		3.95	3.95	3.95														
Training/Certification ¹		0.42	0.42	0.42														
Vacation/Holiday ¹		3.30	3.30	3.30														
Other		0.29	0.29	0.29														
Fringe Benefits Subtotal		\$ 11.37	\$ 11.37	\$ 11.37														
Total Hourly Rate		\$ 48.72	\$ 67.40	\$ 86.07	= Base Labor Rate + Benefits Paid + Benefits Provided													
Total Paid Hourly Rate		\$ 40.76	\$ 59.44	\$ 78.11	= Base Labor Rate + Benefits Paid													
Burden: Taxes & Insurance ²																		
FICA	0.062	2.53	3.68	4.84														
Medicare	0.0145	0.59	0.86	1.13														
Federal Unemployment	0.008	0.33	0.48	0.62														
California Unemployment	0.062	2.53	3.68	4.84														
Workers Compensation ¹		-	-	-	Usually less than 11%; can request policy.													
Liability Ins. Premium (for labor only) ¹		-	-	-	Allowable cost of labor; less than 5%.													
Other ¹		-	-	-														
Burden Subtotal		\$ 5.97	\$ 8.71	\$ 11.44														
Contractor Liability Insurance		N/A	N/A	N/A	Included in OH&P per CGC													
Small Tools		N/A	N/A	N/A	Included in OH&P per CGC													
Other (warranty, record drawings, payment bonds, performance bonds, etc.)		N/A	N/A	N/A	Included in OH&P per CGC													
TOTAL HOURLY RATE (Total Hourly Rate + Burden)		\$ 54.69	\$ 76.10	\$ 97.51	= Amount Contractor paid to employee													

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

¹ Costs for Overtime and Double Time are same as for Regular Time.

² Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: _____ Company Name: _____
(print name)

Signature: _____

CONTRACTOR CHANGE ORDER REQUEST SUMMARY

PROJECT NAME: Yosemite Fire Protection Phase II
 PROJECT NO: MAJ 15 -MJ0062.1
 GENERAL CONTRACTOR: _____

C.O.R. NO.: _____
 CRB/FI REF.: _____
 DATE: _____

DESCRIPTION OF CHANGE: _____

General Contractor Direct Costs

Additive Costs

A Labor	<input type="text"/>	
B Material	<input type="text"/>	
C Equipment	<input type="text"/>	
D Subtotal of Additive Cost		<input type="text" value="\$0.00"/>

Deductive Costs *(use minus sign to denote negative figures)*

E Labor	<input type="text"/>	
F Material	<input type="text"/>	
G Equipment	<input type="text"/>	
H Subtotal of Deductive Cost		<input type="text" value="\$0.00"/>

I Contractor's Total Direct Cost (D+H)		<input type="text" value="\$0.00"/>
J General Contractor's Mark-up		<input type="text" value="\$0.00"/>

Line "J" mark-up is calculated in accordance with Article 6.01-b of the Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are as follows: 15% on first \$50,000, 10% on balance beyond \$50,000, 6% for credits.

K Total General Contractor Direct Costs + Mark-up (Line I + J)	\$0.00
---	---------------

L Total Subcontractor Direct Costs	<input type="text"/>
<i>(Note: If there are two or more subcontractors for this change item, then use a separate form for each subcontractor.)</i>	
<i>Sum of Lines "I" and "L" from Subcontractor Change Order Request Summary Forms (703.34S)</i>	

M Subcontractor Mark-up	<input type="text"/>
<i>Sum of Lines "J", "M", "N" and "O" from Subcontractor Change Order Request Summary Forms (703.34S)</i>	

N General Contractor's Mark-up on Subcontractor Direct Costs	<input type="text" value="\$0.00"/>
--	-------------------------------------

Line "N" mark-up is calculated in accordance with Article 6.01c of the Contract General Conditions. Mark-up percentages applied to the line "L" subtotal are as follows: 10% on first \$50,000, 7% on balance beyond \$50,000, 6% for credits.

O Total General Contractor Change Request (Line K + L + M + N)	\$0.00
---	---------------

Note: Include detailed breakdown of material, labor and equipment cost for each trade. Refer to Contract General Conditions Article 6.00.

<i>To the best of my knowledge and belief, I certify that all costs listed above are correct.</i>	
_____ Contractor Signature	_____ Date

SUBCONTRACTOR CHANGE ORDER REQUEST SUMMARY

PROJECT NAME:	Yosemite Fire Protection Phase II	C.O.R. NO.:	_____
PROJECT NO:	MAJ 15-MJ0062.1	CRB/FI REF.:	_____
GENERAL CONTRACTOR:	_____	DATE:	_____
SUBCONTRACTOR:	_____		

DESCRIPTION OF CHANGE: _____

Subcontractor Direct Costs

Additive Costs

A	Labor	_____	
B	Material	_____	
C	Equipment	_____	
D	Subtotal of Additive Cost		\$0.00

Deductive Costs *(use minus sign to denote negative figures)*

E	Labor	_____	
F	Material	_____	
G	Equipment	_____	
H	Subtotal of Deductive Cost		\$0.00

I Subcontractor's Total Direct Cost (Line D + H) \$0.00

J Subcontractor's Mark-up \$0.00

Line "J" mark-up is calculated in accordance with Article 6.01-b of the Contract General Conditions. Mark-up percentages applied to the line "I" subtotal are as follows: 15% on first \$50,000, 10% on balance beyond \$50,000, 6% for credits.

K Total Subcontractor Direct Costs + Mark-up (Line I + J) \$0.00

L Total of all Sub-tier Subcontractor Direct Costs _____

M Sub-tier Subcontractor Mark-up on first \$50,000 _____
Individual sub-tier subcontractor mark-ups shall conform to max. & min. mark-ups listed for line "J" above.

N Sub-tier Subcontractor Mark-up on balance beyond \$50,000 _____
Individual sub-tier subcontractor mark-ups shall conform to max. & min. mark-ups listed for line "J" above.

O Subcontractor's Mark-up on Sub-tier Subcontract Work (7% of Line "L" Total) 7.0% \$0.00

P Total Subcontractor Change Request (Line K + L + M + N + O) \$0.00

Note: Detailed breakdown of material, labor and equipment cost is to be included for each trade. Refer to Contract General Conditions- Article 6.00.

THE CALIFORNIA STATE UNIVERSITY

COST REQUEST BULLETIN # 1

Project: Yosemite Fire Protection Phase II Date: _____
Contractor: _____ Contract No.: _____
Architect: Goss Engineering, Inc. Project Number: MAJ 15-MJ0062.1
Subject: _____

REFERENCE:


- a. This Bulletin is complete
- b. See attached documents as follows: (A/E to list all attachments.)

NOTES:

1. Submit costs and time only.
2. None of the work described in the Bulletin shall be performed until authorization to proceed with the change is received.
3. Provide a written detailed explanation of any time delay impacts.
4. All work shall be in conformance with the requirements of the Contract Documents. If you consider that a change in Contract Sum or Contract Time is required, submit your itemized proposal immediately and before proceeding with this work. The proposal shall include itemized costs of labor, materials, equipment, overhead, profit and contract time changes as required in the General Conditions. If your proposal is found to be satisfactory and in proper order, this Cost Request Bulletin will be superseded by a Change Order to your Contract.

If a Change Order is contemplated, fill out and check boxes as appropriate: Estimated Cost: \$ _____
 Cost Basis: Lump Sum Time and Materials not to exceed maximum cost of \$ _____
 Contract Time is unchanged Proposed adjustment to Contract Time of _____ calendar days.

Distribution:

- Perry Judd, Associate Director
- Joel Neel, Constr. Administrator
- , Contractor
- Andy Barker, Construction Inspector
- Goss Engineering, Inc.
-

THE CALIFORNIA STATE UNIVERSITY

CONTRACT CHANGE ORDER # 1

 Counterpart #1

 Counterpart #2

 Project: **Yosemite Fire Protection Phase II** Change Order Date:

Contractor: Contract Number:

 Architect: **Goss Engineering, Inc.** Project Number: **MAJ 15-MJ0062.1**

Account Number:

Description:	Extra	Credit <i>enter as (-)</i>	Days Ext.
1.1	\$0.00	\$0.00	0

Execution of this change order represents full and final costs of all direct, indirect and delay costs

for the scope of services identified hereon unless noted otherwise.

TOTALS	\$0.00	\$0.00	0
---------------	---------------	---------------	----------

Reviewed by:	Change Proposal #	Net Cost/Credit: \$0
>	Cost Request Bulletin #	
Andy Barker, Constr. Inspector, FP&CP Date	Field Instruction #	
>		
Goss Engineering, Inc.	Contractor Agreement	
>	<i>The undersigned hereby agreed to the above described amendment of the contract. (Legal firm name of Contractor.)</i>	Original Amnt: \$ -
Perry Judd, Associate Director, FP&CP Date		Previous CO: \$ -
>	<i>Note: Contractor's name shall be as listed on the contract. All Contractor signatures must be signed in ink.</i>	This CO: \$0
Silas Pompa, Financial Manager Date		New Total: \$ -
Approved by:	>	Contract Days
>	<i>Signature Title Date</i>	Org Compl Date
Joel Neel, Construction Administrator Date	STRATEGIC BUSINESS SUPPORT SERVICES	Prev CD Ext 0
>	>	CD this CO 0
Budgets & Analytic Business Svcs. Date	Strategic Business Support Services Date	New Compl Date 01/00/00

Note: Give complete description and specification of work involved and reason.

The documents supporting this change order, including any drawings and estimates of cost, are attached hereto and made a part hereof.

> indicates a line where a signature is required. The Contractor and Project Administrator must wet sign (in ink) the Contract Change Order.

Other signatures (i.e. Architect, Cal Poly Facilities, Inspector) may be wet signed or electronically transmitted in accordance with Facilities Planning's approved policy.

Distribution:		
<input type="checkbox"/> Joel Neel, Construction Administrator	<input type="checkbox"/> Contractor	<input type="checkbox"/> Rory O'Donnell, Contract Analyst
<input type="checkbox"/> Perry Judd, Associate Director	<input type="checkbox"/> Strategic Business Support Services	<input type="checkbox"/> Goss Engineering, Inc.
<input type="checkbox"/> Andy Barker, Construction Inspector	<input type="checkbox"/> Silas Pompa, Financial Manager	<input type="checkbox"/>

FAIR EMPLOYMENT PRACTICES COMPLIANCE REPORT

PROJECT YOSEMITE FIRE PROTECTION PHASE II CONTRACT NO. _____

1. NAME AND ADDRESS OF CONTRACTOR <input type="checkbox"/> PRIME <input type="checkbox"/> SUB							
						Yes	No
2. Have you established a company-wide employment policy to assure that equal employment opportunity is given to all persons without regard to race, color, religion, ancestry, or national origin?							
3. Have you notified all supervisors, foremen, and other personnel officers in writing of the anti-discrimination clause and their responsibilities under it?							
4. Have notices setting forth the provisions of the Fair Employment Practices Section been posted in conspicuous places available to employees and applicants for employment on this project?							
5. Have the Company's employee referrals, including unions, employment agencies, advertisements, Department of Employment, etc., been notified of the contents of the anti-discrimination clause?							
5a. Has this been done in writing?							
6. Has each such employee referral advised the Company that it will refer all qualified applicants for employment to the company without regard to race, color, religion, ancestry, or national origin?							
7. Has a collective bargaining agreement or other contract or understanding been made with a labor union (or unions) which covers the performance of any work on this project?							
7a. Do you operate under an Association Master Labor Agreement? If your answer is "yes," state the name of the Association.							
<p>_____</p> <p>Are copies of those agreements on file with the awarding authority?</p>							
7b. If you do not operate under an Association Master Labor Agreement, then indicate what steps you have taken to attempt to develop an agreement which will:							
<p>(1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.</p> <p>(2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific area of skill and geography, to the end that qualified minority workers will be available and given an equal opportunity for employment.</p>							
In addition, if you have reached such an agreement, attach a copy of the provisions thereof which bear on (1) and (2) above.						Yes	No
8. Have you encountered any opposition to the anti-discrimination clause by individuals, firms, or organizations?							
If your answer to No. 8 is "Yes," identify the individual, firm, or organization and briefly describe the nature of the opposition.							
9. Check principal sources for employee referrals:		Dept. of Emp.	Emp. Agencies	Direct Hiring	Union	Other	
a) Const. Workers							
b) Other Workers							
10. The following person or persons are responsible for determining whom to hire or whether or not to hire workers on this particular project:							
11. Do you employ or intend to employ apprentices on this project?						Yes	No
Indicate who is responsible for selection of such apprentices:							
<input type="checkbox"/> Employee of Contractor <input type="checkbox"/> Joint Apprenticeship Comm <input type="checkbox"/> Union <input type="checkbox"/> Other							
QUESTIONS 12 THROUGH 14 TO BE FILLED OUT BY PRIME CONTRACTOR ONLY:						Yes	No
12. Have you awarded any subcontracts in excess of \$5,000 for work covered by your contract?							
13. Have the anti-discrimination provisions been included in each of said subcontracts?							
14. Have all such subcontractors been instructed to file compliance reports and have they been furnished with report forms?							

FAIR EMPLOYMENT PRACTICES COMPLIANCE REPORT

INSTRUCTIONS TO CONTRACTORS

This compliance report is required by the Fair employment Practices provisions of State contracts financed with State funds when the amount of such contract exceeds \$5,000.

This report is to be completed in its entirety for each prime contract and all first tier subcontracts in excess of \$5,000. The prime and subcontract report shall be submitted by the prime contractor to the awarding authority within ninety (90) calendar days after approval of the contract. For contracts scheduled to be completed in less than ninety (90) calendar days, such report shall be submitted within ten (10) days after commencing work.

Additional sheets of paper may be attached, if necessary, to submit explanations or further information.

If the answer to any of the questions indicates noncompliance with the anti-discrimination provision of the contract, a brief explanation of such answer must accompany the report.

It shall be the further responsibility of the contractor to keep the information contained in the compliance report current, and should there be changes in the contractor's agreements with employee referrals, including unions or in the individuals responsible for hiring, etc., which would change the answers submitted by the contractor in his original questionnaire, the contractor should file a supplementary report containing revised answers to the applicable questions. Such changes from the original report are to be submitted in duplicate.

Upon completion of the contract, the contractor must submit a final statement of compliance, including statements that the original compliance report was submitted, that any changes in the original report were reported, and that the requirements of the Fair Employment Practices section were complied with during the contract. If such a statement cannot be submitted in its entirety, a statement along the same lines with the exceptions noted must be submitted.

The State may require submission of additional information or reports on compliance at any time.

SUBCONTRACTOR STATUS REPORT

MAJ 15-MJ0062.1

Project No. _____

This form shall contain the information for all first tier subcontractors working on this project, the portion of work, the base subcontract value, and if the subcontractor is owned or partially owned by the Contractor (share profits).

Portion of Work	Full Name of Subcontractor	Subcontract Value	Share Profits (Check Yes or No)	
			(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)
_____	_____	_____	(Y)	(N)

Signature of Contractor: _____ Date _____

Remit to:

PROJECT Yosemite Fire Protection Phase II
CONTRACTOR _____
CAMPUS California Polytechnic State University, San Luis Obispo

PROJECT NO. MAJ 15-MJ0062.1
CONTRACT NO. _____
DATE _____

CONTRACT PAYMENT REQUEST NO. xx

To the best of my knowledge and belief, I certify that all items, units, prices, and quantities listed below on this Payment Request are correct; that all Work has been performed, and materials supplied in full accordance with the conditions of Project Construction Contract; that the following is a true and correct statement of the Contract account for the period covered by this request, and that none of the "TOTAL AMOUNT DUE THIS CONTRACT PAYMENT REQUEST" has been received. I further certify that all applicable provisions of the following have been observed: California State University Contract Law, Government Code, Labor Code and Executive Orders.

1. OBLIGATIONS: *Contractor - input amounts in yellow fields only; remaining fields are calculated.*

a. Original Contract Award	<u> </u>	
b. Change Orders Approved to Date	<u> </u>	
c. TOTAL CONTRACT OBLIGATION TO DATE.....		\$ <u> </u> -

2. PAYMENTS DUE THIS REQUEST

a. Earned to Date	<u> </u>	
b. Earned on Change Orders to Date	<u> </u>	
c. TOTAL EARNED TO DATE.....		\$ <u> </u> -
d. Total Retention to Date. (5%)	\$ <u> </u> -	
e. Net Due on Earned to Date (2c. Minus 2d.)	\$ <u> </u> -	
f. Advance for Allowed Materials on Site <small>(90% of value listed on Form 702.17, Request for Payment for Materials on Hand)</small>	\$ <u> </u> -	
g. Total Payment Due to Date (2e. Plus 2f.)	\$ <u> </u> -	
h. Less Previous Payments (item g. from previous claim)	\$ <u> </u> -	
i. TOTAL AMOUNT DUE THIS CONTRACT PAYMENT REQUEST.....		\$ <u> </u> -
j. Withholds for Cause, Breakdown Attached	<u> </u>	
k. ADJUSTED TOTAL AMOUNT DUE THIS CONTRACT PAYMENT REQUEST.....		<u> </u>

Submitted by Contractor: _____ Date: _____
Name of Firm
 By: _____ Name / Title: _____
Signature

Attach Updated Schedule

CONTRACT PAYMENT APPROVALS

Based on on-site observations and the attached Schedule of Values, each of the below certifies that the Work has progressed as indicated and conforms to the Contract Documents, that the Contractor is entitled to the payment as listed in Item 2-l or 2-k above, and that the Trustees have previously paid no part of this amount to the Contractor.

Andy Barker, Inspector, FP&CP	Date	Goss Engineering, Inc., Architect	Date
Colin Princi, Project Manager, FP&CP	Date	Perry Judd, Interim Director	Date

Approved for Facilities Budget Control

 Silas Pompa, Financial Manager, Facilities Customer and Business Servc Date

The Contractor & Project Administrator, Facilities Customer and Business Services must wet sign (in ink). Other signatures; i.e., Architect, Inspector, may be wet signed or electronically transmitted in accordance with Facilities Planning & Capital Projects' approved policy.

PROJECT YOSEMITE FIRE PROTECTION PHASE II
 CONTRACTOR _____
 ARCHITECT GOSS ENGINEERING, INC.

PROJECT No. MAJ 15-MJ0062.1
 CONTRACT No. _____
 DATE _____

REQUEST FOR PAYMENT FOR MATERIALS ON HAND
ESTIMATE NO. _____

In accordance with the provisions of the Contract General Conditions, request is made for payment of materials on hand for the following materials:

ITEM NUMBER	QUANTITY	DESCRIPTION OF MATERIAL STORED	VALUE	STORED AT

Affidavit: The materials listed above have been purchased exclusively for use on the above-referenced project. The material is separated from the other like materials and is physically identified as our property for use only on the subject contract. The Trustees may enter upon the premises for the purposes set forth in the Contract General Conditions of the contract for inspection, checking or auditing, or for any other purpose as you consider necessary. It is expressly understood and agreed that this information and affidavit is furnished to the Trustees for the purpose of obtaining payment for the above materials before they are delivered to, or incorporated into, the project described above, and that the storage thereof at the location shown is subject to, and under the control of, the Trustees.

 (Verified) Inspector

 Contractor

THE CALIFORNIA STATE UNIVERSITY

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage (If Variable Rate)
			From Previous Application (D+E)	This Period					
						\$ -	#DIV/0!	\$ -	
						\$ -	#DIV/0!	\$ -	
						\$ -	#DIV/0!	\$ -	
						\$ -	#DIV/0!	\$ -	
						\$ -	#DIV/0!	\$ -	
						\$ -	#DIV/0!	\$ -	
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SECTION 01151A

CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN

(Submit After Award of Contract and Prior to Start of Work)

Project Name and Number: Yosemite Fire Protection Phase II / MAJ 15-MJ0062.1

Contract or Work Order No.:

Contractor's Name:

Street Address:

City:

State:

Zip:

Phone:

Fax:

E-Mail Address:

Prepared by: (Print Name)

Date Submitted:

Project Period:

From:

To:

Reuse, Recycling or Disposal Processes to be Used

Describe the types of recycling processes or disposal activities that will be used for material generated in the project. Indicate the type of process or activity by number, types of materials, and estimated quantities that will be recycled or disposed in the sections below:

- 01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)
- 02 - Salvaging building materials or salvage items at an off site salvage or re-use center (i.e. lighting, fixtures)
- 03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)
- 04 - Recycling source separated materials at an off site recycling center (i.e. scrap metal or green mattis)
- 05 - Recycling commingled loads of C&D materials at an off site mixed debris recycling center or transfer station
- 06 - Recycling material as Alternative Daily Cover at landfills
- 07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).
- 08 - Disposal at a landfill or transfer station.
- 09 - Other (please describe)

Types of Material to be Generated

Use these codes to indicate the types of material that will be generated on the project

- A = Asphalt C = Concrete M = Metals I = Mixed Inert G = Green Materials
- D = Drywall P/C=Paper/Cardboard W/C = Wire/Cable S= Soils (Non Hazardous)
- M/C = Miscellaneous Construction Debris R = Reuse/Salvage W = Wood O = Other (describe)

Facilities Used: Provide name of facility and location (City)

Total Truck Loads: Provide number of trucks hauled from site during reporting period

Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).

SECTION I - RE-USED/RECYCLED MATERIALS

Include all recycling activities for source separated or mixed material recycling centers where recycling will occur.

Type of Material	Type of Activity	Facility to be Used, Location	Total Truck Loads	Total Quantities		
				Tons	Cubic Yds	Other Wt.
(ex.) M	04	ABC Metals, Los Angeles	24	355		
a. Total Diversion			-	-	-	-

SECTION 01151A
CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN (continued)

Project Name and Number: Yosemite Fire Protection Phase I / MAJ 15-MJ0062

Contract or Work Order No.:

SECTION II - DISPOSED MATERIALS

Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling will occur.

Type of Material (ex.) D	Type of Activity 08	Facility to be Used, Location	Total Truck Loads	Total Quantities		
				Tons	Cubic Yds	Other Wt.
		DEF Landfill, Los Angeles	2	35		
b. Total Disposal				-	-	-

SECTION III - TOTAL MATERIALS GENERATED

This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generation)

	Tons	Cubic Yds	Other Wt.
a. Total Reused/Recycled	-	-	-
b. Total Disposed	-	-	-
c. Total Generated	-	-	-

SECTION IV - CONTRACTOR'S LANDFILL DIVERSION RATE CALCULATION

Add totals from Section I + Section II

	Tons	Cubic Yds	Other Wt.
a. Materials Re-Used and Recycled	-		
b. Materials Disposed	-		
c. Total Materials Generated (a. + b. = c.)	-	-	-
d. Landfill Diversion Rate (Tons Only)*	#DIV/0!		

* Use tons only to calculate recycling percentages: $Tons\ Reused/Recycled/Tons\ Generated = \% \text{ Recycled}$

Contractor's Comments (Provide any additional information pertinent to planned reuse, recycling, or disposal activities):

Notes:

- Section 01151A is a Division 01 General Requirement under CSI MasterFormat 1998 Edition.
For CSI MasterFormat 2004 Edition, this Section may be renumbered as follows:
Under Division 00, Procurement and Contracting Requirements, Project Forms 00 60 00
Use: Section 00 62 22 Construction Waste Diversion Plan
- Suggested Conversion Factors: From Cubic Yards to Tons (Use when scales are not available)
Asphalt: .61 (ex. 1000 CY Asphalt = 610 tons. Applies to broken chunks of asphalt)
Concrete: .93 (ex. 1000 CY Concrete = 930 tons. Applies to broken chunks of concrete)
Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)
Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)
Drywall Scrap: .20
Wood Scrap: .16

SECTION 01151B

CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT

(Submit With Each Progress Payment)

Project Name and Number: Yosemite Fire Protection Phase II / MAJ 15-MJ0062.1

Contract or Work Order No.:

Contractor's Name:

Street Address:

City:

State:

Zip:

Phone:

Fax:

E-Mail Address:

Prepared by: (Print Name)

Date Submitted:

Period Covered:

From:

To:

Reuse, Recycling or Disposal Processes Used

Describe the types of recycling processes or disposal activities used for material generated in the project. Indicate the type of process or activity by number, types of materials, and quantities that were recycled or disposed in the sections below:

- 01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)
- 02 - Salvaging building materials or salvage items at an off site salvage or re-use center (i.e. lighting, fixtures)
- 03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)
- 04 - Recycling source separated materials at an off site recycling center (i.e. scrap metal or green mats)
- 05 - Recycling commingled loads of C&D materials at an off site mixed debris recycling center or transfer station
- 06 - Recycling material as Alternative Daily Cover at landfills
- 07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).
- 08 - Disposal at a landfill or transfer station.
- 09 - Other (please describe) _____

Types of Material Generated

Use these codes to indicate the types of material that were generated on the project

- A = Asphalt C = Concrete M = Metals I = Mixed Inert G = Green Materials
- D = Drywall P/C=Paper/Cardboard W/C = Wire/Cable S= Soils (Non Hazardous)
- M/C = Miscellaneous Construction Debris R = Reuse/Salvage W = Wood O = Other (describe)

Facilities Used: Provide name of facility and location (City)

Total Truck Loads: Provide number of trucks hauled from site during reporting period

Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).

SECTION I - RE-USED/RECYCLED MATERIALS

Include all recycling activities for source separated or mixed material recycling centers where recycling occurred.

Type of Material	Type of Activity	Facilities Used, Location	Total Truck Loads	Total Quantities		
				Tons	Cubic Yds	Other Wt.
(ex.) M	04	ABC Metals, Los Angeles	24	355		
a. Total Diversion			-	-	-	-

SECTION 01151B
 CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT (continued)

Project Name and Number: Yosemite Fire Protection Phase I / MAJ 15-MJ0062

Contract or Work Order No.:

SECTION II - DISPOSED MATERIALS

Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling occurred.

Type of Material (ex.) D	Type of Activity 08	Facilities Used, Location	Total Truck Loads	Total Quantities		
				Tons	Cubic Yds	Other Wt.
		DEF Landfill, Los Angeles	2	35		
b. Total Disposal				-	-	-

SECTION III - TOTAL MATERIALS GENERATED

This section calculates the total materials generated during the project period (Reuse/Recycle + Disposal = Generation)

	Tons	Cubic Yds	Other Wt.
a. Total Reused/Recycled	-	-	-
b. Total Disposed	-	-	-
c. Total Generated	-	-	-

SECTION IV - CONTRACTOR'S LANDFILL DIVERSION RATE CALCULATION

Add totals from Section I + Section II

	Tons	Cubic Yds	Other Wt.
a. Materials Re-Used and Recycled	-		
b. Materials Disposed	-		
c. Total Materials Generated (a. + b. = c.)	-	-	-
d. Landfill Diversion Rate (Tons Only)*	#DIV/0!		

* Use tons only to calculate recycling percentages: $Tons\ Reused/Recycled/Tons\ Generated = \% \text{ Recycled}$

Contractor's Comments (Provide any additional information pertinent to planned reuse, recycling, or disposal activities):

Notes:

- Section 01151A is a Division 01 General Requirement under CSI MasterFormat 1998 Edition.
 For CSI MasterFormat 2004 Edition, this Section may be renumbered as follows:
 Under Division 00, Procurement and Contracting Requirements, Project Forms 00 60 00
 Use: Section 00 62 22 Construction Waste Diversion Plan
- Suggested Conversion Factors: From Cubic Yards to Tons (Use when scales are not available)
 Asphalt: .61 (ex. 1000 CY Asphalt = 610 tons. Applies to broken chunks of asphalt)
 Concrete: .93 (ex. 1000 CY Concrete = 930 tons. Applies to broken chunks of concrete)
 Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)
 Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)
 Drywall Scrap: .20
 Wood Scrap: .16

SECTION 02060A

CONTRACTOR'S BUILDING DEMOLITION WASTE AND RECYCLING PLAN

(Submit After Award of Contract and Prior to Start of Work)

Project Name and Number: Yosemite Fire Protection Phase II / MAJ 15-MJ0062.1

Contract or Work Order No.:

Contractor's Name:

Street Address:

City:

State:

Zip:

Phone:

Fax:

E-Mail Address:

Prepared by: (Print Name)

Date Submitted:

Project Period:

From:

To:

Reuse, Recycling or Disposal Processes to be Used

Describe the types of recycling processes or disposal activities that will be used for material generated in the project. Indicate the type of process or activity by number, types of materials, and estimated quantities that will be recycled or disposed in the sections below:

- 01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)
- 02 - Salvaging building materials or salvage items at an off site salvage or re-use center (i.e. lighting, fixtures)
- 03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)
- 04 - Recycling source separated materials at an off site recycling center (i.e. scrap metal or green materials)
- 05 - Recycling commingled loads of demolition mats at an off site mixed debris recycling center or transfer station
- 06 - Recycling material as Alternative Daily Cover at landfills
- 07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).
- 08 - Disposal at a landfill or transfer station.
- 09 - Other (please describe) _____

Types of Material To Be Generated

Use these codes to indicate the types of material that will be generated on the project

- A = Asphalt C = Concrete M = Metals I = Mixed Inert G = Green Materials
- D = Drywall P/C=Paper/Cardboard W/C = Wire/Cable S= Soils (Non Hazardous)
- M/C = Miscellaneous Construction Debris R = Reuse/Salvage W = Wood O = Other (describe)

Facilities Used: Provide name of facility and location (City)

Total Truck Loads: Provide number of trucks hauled from site during reporting period

Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).

SECTION I - RE-USED/RECYCLED MATERIALS

Include all recycling activities for source separated or mixed material recycling centers where recycling will occur.

Type of Material	Type of Activity	Facility to be Used, Location	Total Truck Loads	Total Quantities		
				Tons	Cubic Yds	Other Wt.
(ex.) M	04	ABC Metals, Los Angeles	24	355		
a. Total Diversion			-	-	-	-

SECTION 02060A
CONTRACTOR'S BUILDING DEMOLITION WASTE AND RECYCLING PLAN (continued)

Project Name and Number: Yosemite Fire Protection Phase I / MAJ 15-MJ0062

Contract or Work Order No.:

SECTION II - DISPOSED MATERIALS

Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling will occur.

Type of Material (ex.) D	Type of Activity 08	Facility to be Used, Location	Total Truck Loads	Total Quantities		
				Tons	Cubic Yds	Other Wt.
		DEF Landfill, Los Angeles	2	35		
b. Total Disposal				-	-	-

SECTION III - TOTAL MATERIALS GENERATED

This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generation)

	Tons	Cubic Yds	Other Wt.
a. Total Reused/Recycled	-	-	-
b. Total Disposed	-	-	-
c. Total Generated	-	-	-

SECTION IV - CONTRACTOR'S LANDFILL DIVERSION RATE CALCULATION

Add totals from Section I + Section II

	Tons	Cubic Yds	Other Wt.
a. Materials Re-Used and Recycled	-		
b. Materials Disposed	-		
c. Total Materials Generated (a. + b. = c.)	-	-	-
d. Landfill Diversion Rate (Tons Only)*	#DIV/0!		

* Use tons only to calculate recycling percentages: $Tons\ Reused/Recycled/Tons\ Generated = \% \text{ Recycled}$

Contractor's Comments (Provide any additional information pertinent to planned reuse, recycling, or disposal activities) :

Notes:

- Section 01151A is a Division 01 General Requirement under CSI MasterFormat 1998 Edition.
For CSI MasterFormat 2004 Edition, this Section may be renumbered as follows:
Under Division 00, Procurement and Contracting Requirements, Project Forms 00 60 00
Use: Section 00 62 22 Construction Waste Diversion Plan
- Suggested Conversion Factors: From Cubic Yards to Tons (Use when scales are not available)
Asphalt: .61 (ex. 1000 CY Asphalt = 610 tons. Applies to broken chunks of asphalt)
Concrete: .93 (ex. 1000 CY Concrete = 930 tons. Applies to broken chunks of concrete)
Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)
Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)
Drywall Scrap: .20
Wood Scrap: .16



SECTION 02060B BUILDING DEMOLITION
CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT

(Submit With Each Progress Payment)

Project Name and Number: Yosemite Fire Protection Phase II / MAJ 15-MJ0062.1

Contract or Work Order No.:

Contractor's Name:

Street Address:

City:

State:

Zip:

Phone:

Fax:

E-Mail Address:

Prepared by: (Print Name)

Date Submitted:

Period Covered:

From:

To:

Reuse, Recycling or Disposal Processes Used

Describe the types of recycling processes or disposal activities used for material generated in the project. Indicate the type of process or activity by number, types of materials, and quantities that were recycled or disposed in the sections below:

- 01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)
02 - Salvaging building materials or salvage items at an off site salvage or re-use center (i.e. lighting, fixtures)
03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)
04 - Recycling source separated materials at an off site recycling center (i.e. scrap metal or green matls)
05 - Recycling commingled loads of C&D materials at an off site mixed debris recycling center or transfer station
06 - Recycling material as Alternative Daily Cover at landfills
07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).
08 - Disposal at a landfill or transfer station.
09 - Other (please describe)

Types of Material Generated

Use these codes to indicate the types of material that were generated on the project

- A = Asphalt C = Concrete M = Metals I = Mixed Inert G = Green Materials
D = Drywall P/C=Paper/Cardboard W/C = Wire/Cable S= Soils (Non Hazardous)
M/C = Miscellaneous Construction Debris R = Reuse/Salvage W = Wood O = Other (describe)

Facilities Used: Provide name of facility and location (City)

Total Truck Loads: Provide number of trucks hauled from site during reporting period

Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).

SECTION I - RE-USED/RECYCLED MATERIALS

Include all recycling activities for source separated or mixed material recycling centers where recycling occurred.

Table with 7 columns: Type of Material, Type of Activity, Facilities Used, Location, Total Truck Loads, Total Quantities (Tons, Cubic Yds, Other Wt.), and a. Total Diversion.

**SECTION 02060B BUILDING DEMOLITION
CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT (continued)**

Project Name and Number: Yosemite Fire Protection Phase I / MAJ 15-MJ0062

Contract or Work Order No.:

SECTION II - DISPOSED MATERIALS

Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling occurred.

Type of Material (ex.) D	Type of Activity 08	Facilities Used, Location	Total Truck Loads	Total Quantities		
				Tons	Cubic Yds	Other Wt.
		DEF Landfill, Los Angeles	2	35		
b. Total Disposal				-	-	-

SECTION III - TOTAL MATERIALS GENERATED

This section calculates the total materials generated during the project period (Reuse/Recycle + Disposal = Generation)

	Tons	Cubic Yds	Other Wt.
a. Total Reused/Recycled	-	-	-
b. Total Disposed	-	-	-
c. Total Generated	-	-	-

SECTION IV - CONTRACTOR'S LANDFILL DIVERSION RATE CALCULATION

Add totals from Section I + Section II

	Tons	Cubic Yds	Other Wt.
a. Materials Re-Used and Recycled	-		
b. Materials Disposed	-		
c. Total Materials Generated (a. + b. = c.)	-	-	-
d. Landfill Diversion Rate (Tons Only)*	#DIV/0!		

* Use tons only to calculate recycling percentages: $Tons\ Reused/Recycled/Tons\ Generated = \% \text{ Recycled}$

Contractor's Comments (Provide any additional information pertinent to planned reuse, recycling, or disposal activities):

Notes:

1. Section 01151A is a Division 01 General Requirement under CSI MasterFormat 1998 Edition.
 For CSI MasterFormat 2004 Edition, this Section may be renumbered as follows:
 Under Division 00, Procurement and Contracting Requirements, Project Forms 00 60 00
 Use: Section 00 62 22 Construction Waste Diversion Plan

2. Suggested Conversion Factors: From Cubic Yards to Tons (Use when scales are not available)
 Asphalt: .61 (ex. 1000 CY Asphalt = 610 tons. Applies to broken chunks of asphalt)
 Concrete: .93 (ex. 1000 CY Concrete = 930 tons. Applies to broken chunks of concrete)
 Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)
 Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)

Drywall Scrap: .20
 Wood Scrap: .16

PROJECT YOSEMITE FIRE PROTECTION PHASE II

PROJECT No. MAJ 15-MJ0062.1

CONTRACTOR _____

CONTRACT No. _____

ARCHITECT GOSS ENGINEERING, INC.

DATE _____

UNIFORMAT BUILDING SYSTEMS BREAKDOWN BY DISCIPLINE

Symbol	Description	Value
	SUBSTRUCTURE	
A10	Foundations	
A20	Basement Construction	
	SHELL	
B10	Superstructure	
B20	Exterior Closure	
B30	Roofing	
	INTERIORS	
C10	Interior Construction	
C20	Stairways	
C30	Interior Finishes	
	SERVICES	
D10	Conveying Systems	
D20	Plumbing Systems	
D30	HVAC Systems	
D40	Fire Protection Systems	
D50	Electrical Systems (other than telecom)	
D5030	Telecom	
	EQUIPMENT & FURNISHINGS	
E10	Equipment	
E20	Furnishings	
	OTHER BUILDING CONSTRUCTION	
F10	Special Construction	
F20	Selective Demolition (other than hazmat)	
F2020	Hazmat Abatement	
	BUILDING SITEWORK	
G10	Site Preparation	
G20	Site Improvements	
G30	Site Civil/Mechanical Utilities	
G40	Site Electrical Utilities	
G60	Other Site Construction	
Z10	GENERAL	
	TOTAL AWARDED CONTRACT VALUE	

PROJECT YOSEMITE FIRE PROTECTION PHASE II

PROJECT NO. MAJ 15-MJ0062.1

CONTRACTOR _____

CONTRACT NO. _____

ARCHITECT GOSS ENGINEERING, INC..

DATE _____

CORRECTION NOTICE
No. _____

To:

Date:

cc:

Subject:

Location:

Description:

By: _____
Andy Barker, Project Inspector of Record

Date: _____

PROJECT YOSEMITE FIRE PROTECTION PHASE II
 CONTRACTOR _____
 ARCHITECT GOSS ENGINEERING, INC.

PROJECT NO. MAJ 15-MJ0062.1
 CONTRACT NO. _____
 DATE _____

REQUEST FOR SPECIAL INSPECTION NO. _____

Type of Special Inspection Requested (check one):

Concrete___ Masonry___ Post Tension___ Welding___
 Soils Tech___ Fireproofing___ Shotcrete___ Fire Marshal___
 Other (specify): _____

Date issued by Contractor: _____ Signature of Contractor: _____

Date of Special Inspection as requested by Contractor: _____ Time: _____
Contractor to provide this form to the I.O.R. two working days before the date the Special Inspection is requested. If this is a Request for Inspection for the Fire Marshal, provide request at least one week in advance.

Does the Contract work require continuous Special Inspection? Yes___ No___
 If Yes, estimate how many days: _____

Description of portion of Contract work requiring Special Inspection
 (if Special Inspection of concrete pour, how many yards):

General location of work requiring Special Inspection:

Specific location of work requiring Special Inspection:

A. Building, structure, or site location and description as defined on Plans:

B. Gridlines defining limits of Special Inspection:

C. Specific gridlines where Special Inspection requested (when B not applicable):

*Based on the Special Inspector's reports,
 I approve the work that they have signed off.*

I.O. R. Initial / Date Stamp

Not accepted unless initialed and dated by I.O.R.

PROJECT YOSEMITE FIRE PROTECTION PHASE II
 CONTRACTOR _____
 ARCHITECT GOSS ENGINEERING, INC.

PROJECT NO. MAJ 15-MJ0062.1
 CONTRACT NO. _____
 DATE _____

INSPECTION REQUEST FORM NO. _____

No work shall be made inaccessible until this form has been completed and work has been approved by the I.O.R. Issuance of an Inspection Request form by the Contractor indicates that the Contractor has reviewed its own work and found the work to be complete and in compliance with the Contract Documents.

Date issued by Contractor: _____ Signature of Contractor: _____

Date of Inspection as requested by Contractor: _____ A.M. _____ P.M. _____
Normal inspection hours are Monday through Friday from 7 a.m. through 3:30 p.m. Contractor to provide this form to the I.O.R. two working days before the date the inspection is requested.

Description of portion of Contract work requiring Inspection:

General location of work requiring Inspection:

Specific location of work requiring Inspection:

- A. Building, structure, or site location and description as defined on Plans:
- B. Gridlines defining limits of Inspection:
- C. Specific gridlines where Inspection requested (when B not applicable):

REMAINDER OF FORM TO BE FILLED OUT BY INSPECTOR OF RECORD

Construction as described above has NOT been accepted.
 Explanation: _____

I.O. R. Initial / Date Stamp

Construction as described above has been inspected and accepted.

I.O. R. Initial / Date Stamp

Not accepted unless initialed and dated by I.O.R.

PROJECT YOSEMITE FIRE PROTECTION PHASE II
CONTRACTOR _____
ARCHITECT GOSS ENGINEERING, INC.

PROJECT No. MAJ 15-MJ0062.1
CONTRACT No. _____
DATE _____

GUARANTEE QUALITY AND PERFORMANCE

We the undersigned hereby guarantee that the:

which we have installed on the subject campus has been done in accordance with the plans and specifications and that all the work as installed will fulfill the requirements of the guarantees included in the specifications. We further agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced in so doing, that may prove to be defective in its materials, workmanship or installation within a period of _____ year(s) from the date of official acceptance of the project as complete, by the Trustees of the California State University or any Officer or Employee authorized to act on its behalf. The repairs or replacement shall be done without any expense whatsoever to the Trustees of the California State University, ordinary wear and tear and unusual abuse or neglect excepted. Within _____ days after being notified in writing by the Trustees of any defects in the work, we agree to commence and prosecute the work necessary with due diligence in order to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time, and in the even of our failure to so comply, we, separately and collectively, do hereby authorize the Trustees of the California State University to proceed to have such work done at our expense and will honor and pay the costs thereof upon demand.

By: _____ Subcontractor or Supplier	Date: _____
By: _____ General Contractor	Date: _____

THE CALIFORNIA STATE UNIVERSITY
SHOP DRAWING AND SUBMITTAL TRANSMITTAL #

Project: Yosemite Fire Protection Phase II Date: _____
 Contractor: _____ Contract Number: _____
 Architect: Goss Engineering, Inc. Project Number: MAJ 15-MJ0062.1
 Subject: _____

Supplier:		Date Received:	
		No. of Copies:	
Contractor Remarks:			
Other Requirements:		<input type="checkbox"/> Warranty	
		<input type="checkbox"/> O & M Manuals	
		<input type="checkbox"/> _____	

Design Consultant's Review:	Name: _____	Date Received:	
		No. of Copies:	
		Date Returned:	
Action:	<input type="checkbox"/> No Exception taken relative to design <input type="checkbox"/> No Exception taken with modification noted <input type="checkbox"/> Amend as noted and resubmit <input type="checkbox"/> Reject and resubmit	Consultant's Remarks:	

Architect's Review:	Name: _____	Date Received:	
		No. of Copies:	
		Date Returned:	
Action:	<input type="checkbox"/> No Exception taken relative to design <input type="checkbox"/> No Exception taken with modification noted <input type="checkbox"/> Amend as noted and resubmit <input type="checkbox"/> Reject and resubmit <input type="checkbox"/> Approved Substitution	Architect's Remarks:	

Distribution:

- | | | |
|---|--|---|
| <input type="checkbox"/> Perry Judd, Associate Director | <input type="checkbox"/> ___, Contractor | <input type="checkbox"/> Goss Engineering, Inc. |
| <input type="checkbox"/> Joel Neel, Constr. Admin. | <input type="checkbox"/> Andy Barker, Construction Inspector | <input type="checkbox"/> |
| | <input type="checkbox"/> | <input type="checkbox"/> |

THE CALIFORNIA STATE UNIVERSITY

SUPPLEMENTAL INSTRUCTIONS #

Project: Yosemite Fire Protection Phase II Date: _____
 Contractor: _____ Contract Number: _____
 Architect: Goss Engineering, Inc. Project Number: MAJ 15-MJ0062.1
 Subject: _____

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

If the Contractor considers that this supplemental instruction requires a change of the Contract Sum or Contract Time, the Contractor shall not proceed with this Work and shall promptly submit an itemized proposal to the Architect for doing this work. If your proposal is found to be satisfactory and in order, this supplemental instruction will be superseded by a Construction Change Directive.

DESCRIPTION

Attachments:

- _____
- _____

Contractor's

Signature: _____

_____ **Date:** _____
Name and Title

Distribution:

- Perry Judd, Associate Director
- Joel Neel, Constr. Administrator
- ___, Contractor
- Andy Barker, Construction Inspector
- Goss Engineering, Inc.
-

**YOSEMITE FIRE PROTECTION PHASE II
MAJ 15-MJ0062.1**

SECTION 01019
REQUESTS FOR INTERPRETATION

PART 1 - GENERAL

SUMMARY

Section includes:
Interpretation of contract documents during the bidding period.

1.01 INTERPRETATION OF CONTRACT DOCUMENTS

- A. If a firm contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of part of the schematic drawings, performance specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings or performance specifications, they may submit a written request for an interpretation or correction to the Trustees.
- B. Interpretation or correction of the Contract Documents will be made by Addendum and will be e-mailed to each person receiving a set of such documents.
- C. Trustees shall not be responsible for other explanation or interpretation of the Contract Documents.

1.02 REQUESTS FOR INTERPRETATION DURING BID

- A. Bidders shall use the form on page 2 titled, "Request for Interpretation of Contract Documents During Bid." to submit written requests for interpretation or corrections by e-mail or fax to the University:

Cal Poly State University
Attn: Chris Overby
E-mail: coverby@calpoly.edu
Fax: (805) 756-5133

- B. To expedite the interpretation process, interpretations will be e-mailed to bidders as addenda.
- C. Information shall be printed or typed including: Company name, address, phone, fax number, contact person, date, time of request, and question or clarification.
- D. If bidders have several questions that will not fit on one form, photo copy the form, number each page, and submit multiple forms.

1.03 DEADLINE FOR REQUESTS FOR INTERPRETATION DURING BID

- A. Requests for interpretation shall be received by the Trustees not later than ten (10) calendar days before the date bids will be opened.
- B. The person submitting the request shall be responsible for its delivery.

YOSEMITE FIRE PROTECTION PHASE II
MAJ 15-MJ0062.1

THE CALIFORNIA STATE UNIVERSITY

REQUEST FOR INTERPRETATION OF CONTRACT DOCUMENTS DURING BID

To: Cal Poly State University
Attn: Chris Overby, coverby@calpoly.edu, Fax (805) 756-6500
Project: Yosemite Fire Protection Phase II

Date: _____ Time: _____

Company: _____

Contact Person: _____

Address: _____

Telephone: _____ FAX: _____

Plan Sheet: _____ Specification Section: _____

INTERPRETATION REQUESTED:

REPLY:

TO A / E:

END OF SECTION

THE CALIFORNIA STATE UNIVERSITY
REQUEST FOR INFORMATION #

Project: Yosemite Fire Protection Phase II Date: _____
Contractor: _____ Contract Number: _____
Architect: Goss Engineering, Inc. Project Number: MAJ 15-MJ0062.1
Subject: _____

Required by: _____ Date: _____ Time: _____

Spec Section: _____ Drawing Page: _____

Requested by: _____
Subcontractor

Reviewed by: _____
General Contractor Superintendent

Request: _____

Returned to Contractor: _____ Date: _____

Additional Comments: _____

Response: _____

By: _____
for: Architect/Engineer _____ Date _____

- Distribution:
- | | | |
|---|--|---|
| <input type="checkbox"/> Perry Judd, Associate Director | <input type="checkbox"/> ___, Contractor | <input type="checkbox"/> Goss Engineering, Inc. |
| <input type="checkbox"/> Joel Neel, Constr. Administrator | <input type="checkbox"/> Andy Barker, Construction Inspector | <input type="checkbox"/> |

Welding, Cutting, or Hot Work Permit

**BEFORE STARTING HOT WORK, REVIEW ALL SAFETY PRECAUTIONS.
CAN THIS JOB BE AVOIDED OR IS THERE A SAFER WAY?**

THIS PERMIT IS REQUIRED FOR TEMPORARY OPERATIONS INVOLVING OPEN FLAME OR PRODUCING HEAT AND/OR SPARKS: WELDING, CUTTING, BRAZING, GRINDING, SOLDERING, OR USING A TORCH TO THAW PIPING OR HEAT MATERIAL. THE PERMIT APPLIES ONLY TO THIS JOB, IN THE AREA SPECIFIED, DURING THE TIME AND DATE NOTED.

INSTRUCTIONS			PRECAUTION & SAFEGUARD CHECKLIST		
<p>SUPERVISOR:</p> <ol style="list-style-type: none"> 1. Complete PRECAUTION & SAFEGUARD CHECKLIST at right. 2. Complete this permit form and issue to person performing hot work procedure. 3. Verify FIRE WATCH. 			<input type="checkbox"/> Fire extinguisher available. <input type="checkbox"/> Hot work equipment in good repair. <input type="checkbox"/> Hazardous energy locked out.		
<p>HOT WORK PERFORMED BY:</p> <input type="checkbox"/> University Employee <input type="checkbox"/> Contractor: _____			<p>REQUIREMENTS WITHIN 35 FT OF WORK:</p> <input type="checkbox"/> Flammable liquids and combustible material removed from area. <input type="checkbox"/> Floors swept and overhead structure cleaned of dust, lint and debris. <input type="checkbox"/> Fire-resistive covers and metal shields provided as needed. <input type="checkbox"/> All floor and wall openings covered and or protected.		
<p>WORK ORDER NO.: _____</p> <p>LOCATION/BLDG/ROOM/FLOOR: _____</p>			<input type="checkbox"/> WALLS/CEILINGS: remove combustibles away from opposite side or adjacent structures.		
<p>WORK TO BE PERFORMED: _____ _____</p> <p>PERSON PERFORMING WORK/DEPT.: _____</p>			<p>WORK ON ENCLOSED/CONFINED EQUIP:</p> <input type="checkbox"/> Adequate ventilation is provided. <input type="checkbox"/> Atmosphere checked with gas detector. <input type="checkbox"/> Purge any flammable vapors. <input type="checkbox"/> Confined Space Permit obtained, if required.		
<p>SUPERVISOR SIGNATURE: (obtain prior to job)</p> <p>_____</p> <p>I have verified that the above location has been inspected and the required PRECAUTIONS & SAFEGUARDS have been taken. Permission is authorized only for the work described above.</p>			<p>FIRE WATCH:</p> <input type="checkbox"/> Trained and equipped Fire Watch provided during operations and at least 30 minutes after. <p>SPECIAL INSTRUCTIONS: _____ _____ _____</p>		
PERMIT EXPIRES	DATE: _____	TIME: _____			
WORK COMPLETE	DATE: _____	TIME: _____	FINAL CHECK	DATE: _____	TIME: _____
EMPLOYEE SIGNATURE: _____			SUPERVISOR SIGNATURE: _____		

SAFETY PROCEDURE -- WELDING, CUTTING, AND HOT WORK OPERATIONS

I. REFERENCES: California Code of Regulations, Title 19, Section 1.09(b), Standard Prevention Practices.
California Code of Regulations, Title 8, Section 4848, Fire Prevention and Suppression Procedure

II. SCOPE AND APPLICATION: This procedure applies to all campus operations performed both by campus personnel and contractor personnel working on the campus.

III. DEFINITIONS: Hot Work: Work which may generate heat, flames, or sparks. This may include, but is not limited to, welding, torch cutting, brazing, soldering, grinding, and the use of flares or other incendiary devices.

PROCEDURE:

A. Welding, Cutting or Hot Work Permit:

1. A written permit must be obtained from Project Manager or University Environmental Health and Safety staff member prior to starting any welding, cutting or hot work operations:

Exceptions to written permit requirement. The following activities do not require a written permit, but all other procedures described below shall be followed:

- a.) Welding, cutting, and hot work operations carried out in designated maintenance shop areas or academic department shop areas.
 - b.) Soldering operations carried out by campus personnel while performing plumbing maintenance activities.
2. The individual taking out the permit must personally examine the location where the work is to be done and insure that all safety precautions have been taken. These specific fire safety requirements are outlined on the Hot Work Permit. The permit will be issued to one person responsible for work to be accomplished. Contractor permits may be issued for the duration of a contract or specific job from the applicable individual, as stated above. Periodic inspections may be made. This requirement applies to all contract work. The Hot Work Permit must be displayed at the job site, preferably attached to or near the welding or cutting equipment.
 3. After completion of the job, a copy of the Hot Work Permit shall be sent to the campus Risk Management / Environmental Health & Safety Office.

B. General Safety Rules for Welding, Cutting and Hot Work

1. No device or attachment facilitating or permitting mixture of air or oxygen with combustible gases prior to consumption, except at the burner or in a standard torch or blowpipe, shall be allowed unless approved for the purpose.
 2. The user shall not transfer gases from one cylinder to another to mix gases in a cylinder.
 3. Acetylene gas shall not be brought in contact with unalloyed copper except in blowpipe or torch.
 4. Oxygen shall never be used from cylinders through torches or other devices equipped with shutoff valves, without reducing the pressure through a suitable regulator attached to the cylinder valve or manifold.
 5. Fuel gas shall never be used from cylinders through torches or other devices equipped with shutoff valves, without reducing the pressure through a suitable regulator attached to the cylinder valve or manifold.
- Exception:** low pressure containers of propane or MAPP gas.
6. Cylinders, valve regulators, hose and other apparatus and fittings containing or using oxygen shall be kept free from oil and grease. Oxygen cylinders and apparatus and fittings shall not be handled with oily hands, gloves or greasy materials.
 7. When moving compressed gas cylinders by crane, suitable cradles shall be used in order to reduce the possibility of dropping. Ordinary rope slings or electro-magnets shall not be used.
 8. Oxygen and fuel gas cylinders shall be placed far enough away from the welding position that they will not be unduly heated by radiation from heated materials, by sparks or slag, or by misdirection of the torch flame.
 9. No gas welding or cutting shall be done in or near rooms or locations where flammable liquids or vapors, lint, dust or loose combustible stocks are so located or arranged that sparks or hot metal from the welding or cutting operations may cause ignition or explosion of such materials.
 10. When such welding or cutting must be done above or within ten feet of combustible construction or material, or above a place where workers are employed, or where persons are likely to pass, noncombustible shields shall be interposed to protect such materials and persons from sparks and hot metal or oxide.
 11. One or more portable fire extinguishers of a suitable type shall be kept at the location where welding or cutting is being done.
 12. When welding or cutting is done above or within ten feet of combustible construction or material, a fire watch shall be kept to make use of fire-extinguishing equipment, if needed.
 13. A fire watch shall be maintained for at least a one half hour after completion of cutting or welding operations to detect and extinguish possible smoldering fires. This time may be increased in extremely flammable areas or wood frame buildings.

THE CALIFORNIA STATE UNIVERSITY

SUBSTITUTION REQUEST FORM

TO: _____

WE HEREBY SUBMIT FOR YOUR CONSIDERATION THE FOLLOWING PRODUCT OR METHOD AS SUBSTITUTION FOR THE SPECIFIED ITEM FOR THIS PROJECT:

PROJECT: Yosemite Fire Protection Phase I MAJ 15-MJ0062

SPECIFIED ITEM: _____

Section	Page	Paragraph	Description
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PROPOSED CREDIT IF ANY: _____

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION:

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents, which the proposed substitution will require for its proper installation.

The undersigned certifies:

1. The proposed substitution does not affect dimensions shown on drawings or code requirements indicated.
2. The undersigned will compensate the Architect at an hourly rate for review, investigation and comments whether or not the request is approved for changes required to the building design, including engineering design, detailing, and construction costs caused by the requested substitution. The Architect is herein defined as any of those firms or individuals listed by reference on the Drawings, including all Consultants identified herein.
3. The proposed substitution will have no adverse affect on other trades, or the construction warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. Attach information for a minimum of three projects where the substitution has been used locally within a 100-mile distance of this project, including names, addresses and telephone numbers of Owners who have accepted this product into their projects.
5. Attach all cost data with explanations if different from Specified or Drawing item. Include in that explanation a discussion on quality of proposed substitution and cost differential.
6. The undersigned will pay for any subsequent changes in incorporating the proposed substitution that were not apparent at the time of approval into the Work, including compensation to the Architect as described in item 2 above.

The undersigned states that the function, appearance and quality are equivalent or superior to the specified or drawing item.

Submitted By: _____

Below is
Signature _____

For Use by Design Consultant only

Firm _____
Accepted as Noted

Accepted

Address _____

Not Accepted
Received Too Late

Date _____

By _____

Telephone _____

Date _____

Remarks _____

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 perform 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 amount 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 **EMAILING** 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.

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

- **Article 32.05**, Proposal Documents, subsection c, Proposer's Security, add the following after the last paragraph:

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

- **Article 33.03**, Contract Bonds, delete and replace with the following:

The successful Proposer shall furnish, for each Contract counterpart signed, two surety bonds in the form prescribed by the Trustees. Each 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 Design-Builder 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 38.01, 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 Design-Builder 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 Design-Builder or any assignee of the Design-Builder until the further bonds or additional surety has been furnished (Public Contract Code section 10825). The Trustees will accept a rider to either bond that will increase the Contract Amount, but not change any other Contract terms and conditions.

- **Article 35.06**, Insurance Requirements

This Project shall be enrolled in the Trustees' Owner Controlled Insurance program, for which the provisions found in Article 35.06-b shall apply.

- **Article 35.06**, Insurance Requirements, Section b, Owner-Controlled Insurance Program, subsection (6), Design-Builder's OCIP Obligations, subsection (h): delete and replace with the following:

(h) Comply, and require all of its subcontractors to comply with the OCIP Administrator's instructions for electronically enrolling in the OCIP using "Alliant WrapX" and for electronically reporting payroll using "Alliant WrapX".

-End of Supplementary General Conditions to
Contract General Conditions for Design-Build Major Projects-