

ATTACHMENT B – SUPPLEMENTARY CONDITIONS

**SUPPLEMENTARY CONDITIONS
MODIFICATIONS OF THE GENERAL CONDITIONS**

1. GENERAL

The "General Conditions" are supplemental by the changes, deletions, and / or additions which follow in this supplement. Even though a portion of the "General Conditions" may be modified, altered or voided by this supplement, the provisions of the unaltered portion shall remain in effect.

2. DEFINITIONS

- A. Throughout the Contract Documents, "Owner" shall mean Antelope Valley Community College District.
- B. Throughout the Contract Documents, "Architect" shall mean the person(s) or entity selected by the Owner to provide architectural services to the Project; reference(s) to the "Architect" includes the Architect's authorized representative.
- C. Throughout the Contract Documents, "Project Manager" shall mean shall mean the person(s) or entity selected by the Owner to provide project management services to the Project, if any; reference(s) to the "Project Manager" includes the Project Manager's authorized representative. If there is no Project Manager, the term "Project Manager" will refer to the Owner or its representatives.
- D. Throughout the Contract Documents, "Contractor" shall mean the person, company, partnership or corporation supplying the labor, or labor and material necessary to perform the Work.
- E. Surety is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Labor and Material Payment Bond.
- F. Throughout the Contract Documents, "The Project" shall mean the Project is the total construction of which the Work performed by all of the Contractors under the Contract Documents which may include construction by the District or by separate contractors.
- G. Throughout the Contract Documents, "Agreement" shall be synonymous with Contract.
- H. Throughout the Contract Documents, "Provide" shall mean the furnishing and installation of the specified item.

3. SPECIFIC CHANGES

ARTICLE 2 – OWNER

Section 2.1.3 **Drawings and Specifications:**

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- A. 2.1.3 **Drawings and Specifications.** Owner shall furnish the Prime Contractor, free of charge, three (3) complete sets of the Drawings and the Specifications (Project Documents).

Add Paragraph 2.5: Paragraph to read as follows:

- B. 2.5 **Acceptable Hours of Work** Construction activity will occur after 6:30 a.m. and before 4:30 p.m. Monday through Friday except for holidays. Activity will occur per the approved construction schedule. Changes to the approved schedule must be approved by the District representative no later than two business days prior to the requested activity.

ARTICLE 3: ADMINISTRATION OF THE CONTRACT

- A. **Interpretation of Drawings, Specifications or Contract Documents.** A written request for an interpretation or correction of the contract documents may be submitted to the Project Manager prior to submission of a Bid. It is the sole and exclusive responsibility of the Bidder to submit such request not less than four (4) days prior to the scheduled closing date for the receipt of Bid Proposals.

B. Reports.

- a. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
- i. List of subcontractors at Project site.
 - ii. Equipment at Project site.
 - iii. Material deliveries.
 - iv. High and low temperatures and general weather conditions.
 - v. Accidents.
 - vi. Stoppages, delays, shortages, and losses.
 - vii. Meter readings and similar recordings.
 - viii. Orders and requests of authorities having jurisdiction.
 - ix. Services connected and disconnected.
 - x. Equipment or system tests and startups.
- C. Daily Construction Reports for the week must be submitted to the Project Manager no later than the Friday of that week.
- D. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation on CSI Form 13.2A. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

ARTICLE 4: THE PRIME CONTRACTOR

- A. Sub Paragraph 4.3.3.1 shall read as follows:

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4.3.3.1 – **Layout.** Prime Contractor shall layout and establish all construction lines, level, grades, and locations required for work and shall be responsible for the accuracy of same.

ii Elevations and temporary bench marks shall be taken from the bench marks set by the surveyor, verify grades, lines, levels, locations and dimensions as indicated. Report any errors, inconsistencies, or deviations before commencing work.

iii Protect all benchmarks and maintain them in place for the duration of the contract or until such time as Project Manager authorizes their removal.

- B. Paragraph 4.3.4 **Water, Gas and Electric Power.** All utilities, including, but not limited to, electricity, water, gas and telephone, used and consumed on the Work shall be provided at the expense of the Prime Contractor/Owner. Prime Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary from distribution systems to points on the project where utility is necessary to carry on the Work. Upon completion of work, Prime Contractor shall remove all temporary systems.

If the work is for expansion of, addition to, or modernization of existing facility(ies). Prime Contractor may, with written permission of Owner, use the existing utilities by making pre-arranged payments to Owner for the costs involved in Prime Contractor using and consuming such utilities.

- C 4.6 **Permits, Fees and Notices.** Prime contractor shall give all legal notices as required for the Work of the Contract.

Sub Paragraph 4.9.1.1

4.9.1.1 **General Safety Provisions.** Prime Contractor will develop and implement and implement a construction safety program in accordance with Project Manager's sites rules and security requirements and the Williams-Steiger Occupational Safety and Health Act of 1970 and California Code 1 Regulations, Title 8 (Cal/OSHA) as may be amended and including all regulations adapted pursuant thereto in effect at the time of delivery or performance of service. In case of conflict between the documents the Williams-Steiger Act and Cal/OSHA shall be controlling.

The Prime Contractor will be solely responsible for all safety aspects of the work under the contract. The Prime Contractor will be responsible for ensuring that all second and/ or third tier Subcontractors are familiar with, fully trained in, and comply with all safety provisions.

The Prime Contractor will at all times maintain a constant vigil for accidents and will prepare and submit to Project Manager's representative a written report for any accident, illness or injury requiring outside medical attention. The report shall contain all data pertinent to the accident (time, place, description of accident, personnel involved, type of injuries etc.) and shall be submitted within 5 working days. In lieu, of a formal report the Prime

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Contractor may substitute the required Cal/OSHA form. Prime Contractor will also notify Project Manager using immediately after an accident, illness or injury has occurred.

At the conclusion of the project, Prime Contractor will submit to Project Manager a statement confirming the status of any accident and a release of liability holding the Project Manager and the Owner harmless against any further claims.

Prime Contractor's General Safety Provisions, Site Rules & Security Requirements.

Unless notified otherwise, the following rules shall be considered the minimum required and shall be adhered to by all Prime Contractors, their employees and visitors. Anyone violating these rules may be denied further access to Contractor sit;

Safety Materials and Inspection:

Jobsite "tailgate" meetings will be held weekly for Prime Contractor employees, temporary and permanent. Tailgate safety meetings are held for construction crews' benefit. Employees shall be required to attend the meetings and encouraged to participate and offer suggestions for improving safe work conditions and or practices.

The Prime Contractor foreman will make daily safety inspection of the job-site, documenting activities on the Daily Jobsite Inspection Report provided. Any unsafe work conditions or unsafe acts by employees or Subcontractors will be noted and immediate corrective action taken.

Protective Clothing & Safety Equipment:

Prime Contractor and its personnel and Subcontractors must wear appropriate safety clothing and use appropriate safety equipment. The instruction for proper use and maintenance of personal safety equipment and protective clothing is also the responsibility of the Prime Contractor. This includes, but is not limited to, safety glasses, welding goggles, safety shoes, respiratory protection gear (in special cases), ear protection and hard hats, as described below.

Personnel shall wear approved hard hats at all times in construction areas.

Personnel shall wear proper footwear and/or safety-toed shoes or boots with substantial soles. Additional foot protection, such as rubber boots or steel-toed protectors may be required when there is exposure to special hazards.

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Wear safety glasses, goggles or face shields whenever there is an exposure to injury from flying particles or splash. Eye protection is particularly required when grinding, cutting, chopping, welding or using air tools for such things as breaking concrete.

Use proper respiratory equipment whenever there is exposure to harmful dusts, fumes, vapors or gasses.

Whenever personnel is working on foot and exposed to mobile equipment or motor vehicle traffic, personnel must wear orange flagger's vests or other equivalent high visibility orange apparel. If vests are used after dark, they must be of the reflective type.

Personnel shall wear protective gloves and boots whenever working with cement products, acids or chemicals

Personnel must wear hearing protection such as plugs or muffs as directed or whatever exposure to noise exceeds 85 decibels. In general, if you need to shout in order to converse with a person close by, you should ask your Supervisor if ear protection is required.

Personnel Behavior:

Smoking is permitted in designated areas only. Prime Contractor shall confirm with Contractor which areas are designated smoking areas.

Control noise so as not to disturb or disrupt Owner, Project Manager or other Prime Contractor Personnel. No radios or portable headsets will be permitted without prior approval.

The use or possession of intoxication beverage or drugs on the jobsite or immediately prior to entering the job site is prohibited.

Do your part to help keep work areas clean and free of debris and other tripping hazards.

Firearms are not permitted on the job site, inside vehicles or equipment.

With safety issues in mind, keep a lookout for other persons and employees that come into the vicinity or your work area.

Only those Prime Contractor vehicles actually required for delivery of equipment and materials or for the performance of necessary operations by the Prime and materials or for the performance of necessary operations by the Prime Contractor will be admitted to the site. The speed limit of 5 mph will be observed. No personal vehicles are allowed.

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All contractor signs notices and tags must be obeyed. The Prime Contractor must display appropriate safety signs, notices and barriers when work is in progress that could be hazardous.

All Contractor safety tips, notices, and tags must be obeyed. The Prime Contractor must display appropriate safety signs, notices and barriers when work is in process that could be hazardous.

Hand and Portable Electric Tools:

Prime Contractor and/or its personnel shall do the following:

Always use the right tool for the job.

Do not use defective tools or equipment.

Report tools or equipment to your supervisor that are broken or do not work properly so that they can be replaced with safe one.

Keep guards and safety devices in place and functioning properly.

Inspect electrical cords, plugs and receptacles before use and have them repaired or replaced if worn or damaged.

Electrical cords should not be spliced or taped. If portable electric service is provided to the job-site, each 15 and 20 amps receptacle must have grounding contacts through a ground fault interrupter circuit, or an assured equipment ground conductor maintenance program in progress.

Be certain that all electric hand tools and exposed non-current carrying parts of motors, generators (including portable units), and control equipment are properly grounded.

Do not use the power cord to lift or lower portable electric tools since this practice can break internal wiring and cause electric shorts.

All electrical equipment used is to be a type appropriate to the hazard classification of the area where work is to be performed and complying with all applicable governmental standards and Contractor's maintenance procedures.

Ladders:

All ladders, scaffolding and etc. must be OSHA and Cal/OSHA approved.

All trades performing work shall have and implement a fall protection plan suitable for the site, activities, height and other conditions. Guardrails are

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required to guard the open sides of all surfaces that are 7 7/2 ft. or higher. A personal fall restraint system, which consists of anchorages, connectors, body belt and harness, and may include lanyards, lifelines, and rope grabs, shall be used to prevent an employee from falling.

Ladders should be inspected before use. Well built, undamaged ladders of the proper size should be used and should be long enough that side rails extend three feet above the landing. Metal ladders should not be used when working on electrical equipment since the ladders conduct electricity.

Prime Contractor and/or its personnel should always do the following when using ladders:

All ladders should have safety feet in good condition.

When setting the ladder, the base should be approximately one-fourth the length to its top support.

Secure ladders from falling by setting feet properly and tying them off at the top to prevent them from sliding over.

Face the ladder when going up or down and keep hands free of tools or materials.

Always bring materials up later using a hand line.

Scaffolding, Platforms and Safety Belts:

Prime Contractor and/or its personnel shall do the following:

Before using scaffolding or other work platforms, check them for security, proper planking and guardrails. They must conform to design standards or be designed by a licensed engineer.

Wood pole scaffolding must be tied every 20 feet horizontally and vertically for light trades, and 15 feet for heavy trades. Metal scaffolding must be tied every 26 feet vertically and 30 feet horizontally. A permit from Cal-OSHA is required for a scaffold over 36 feet high.

Scaffolding platforms just have guardrails on the open sides if over 7-1/2 feet high. One set of "X" braces is sufficient if they intersect 20 to 36 inches above the platform. Toe boards are required where workers pass below. Access to scaffolds must be safe and unobstructed.

Do not use single plank for ramp access to work areas. A ramp just be at least 20 inches wide and have handrails if it is 7-1/2 feet or more in height.

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Keep ramps and platforms clear of debris and unnecessary tools and materials.

When rolling scaffolds are used, height-to-base ratio must not exceed a 3:1 ratio, all wheels must be locked when in use, and work platform must be fully guarded. Rolling scaffolds should not be moved with someone on them.

Approved safety belts with lifelines or lanyards must be worn when you are exposed to falls from heights that would otherwise require guardrails or other fall protection. When working on roofs, every effort should be made to protect from falls by safety belts/lifelines, or by safety nets if working above 25 feet in height. If there is danger of falls on roof edges, guard lines must be installed 42 inches high and approximately 5 feet from the edge to warn roofers before they get too close.

Fire and Flammable materials:

With respect to fire and flammable materials, Prime Contractor and/or its personnel shall also do the following:

All flammable liquids are to be stored only in approved closed metal containers, labeled FLAMMABLE.

Keep combustible waste materials picked up and discarded regularly.

Know the location and proper use of fire extinguishers and use only for firefighting.

Use proper precautions when transferring fuel or refueling equipment. Stop motors, provide for grounding and bonding and do not smoke or allow open flames or other source of ignition in the area. Close containers tightly and eliminate any spillage. Remember that the vapors from flammable liquids and carry away from the liquid itself and are easily ignited.

Oxygen and acetylene cylinders are to be secured upright and stored separately (at least 20 feet apart or separated by a fire resistant wall at least six feet high, and not near other combustible materials, particularly oil and grease). Protective caps should be kept in place when they are not in use.

Never weld, burn or cut any containers that have held flammable liquids unless they are filled with water or are completely cleaned, ventilated and tested.

Never use gasoline for cleaning purposes. Use only approved cleaning solvents, in well ventilated areas.

All compressed gas cylinders must be stored in an upright position and secured against falling.

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Hazardous Substances:

Prime Contractor and/or its personnel may be exposed to many different materials that have been determined to be hazardous substances if they are not handled in a safe Manner.

Prime Contractor and/or its personnel shall know what information on hazardous substances is available and how to use it. Material Safety Data Sheets (MSDS) for each of the hazardous substance used shall be maintained on the job site by Prime Contractor foreman.

These are the rules when using hazardous substances:

Never use any chemical or substance without reading the label or the MSDS.

If you have questions or have not been instructed on the safe use of hazardous substances, seek clarification.

Contractor Machinery & Equipment:

The Prime Contractor shall not use the Owner's or Project Manager's equipment or tools. The Prime Contractor must supply all such items necessary to complete the work of its trade.

Prime Contractor and/or its personnel shall do the following:

Only operate, service or repair machinery or equipment that it is qualified to operate or service.

Before operating any power-driven equipment or vehicles, make a careful Safety inspection. Any defects must be repaired before the equipment is operated.

Before starting machinery or putting equipment in motion, make certain there will be no danger to other persons or property.

The use of seat belts is required when operating motor vehicles or mobile earth moving equipment.

Never service or repair machinery or equipment while it is in motion, make certain there will be no danger to other persons or property.

When mounting or dismounting equipment, always use the stairs or ladder. Never try to jump off.

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Never ride any machinery, equipment, loads, or hocks unless in the seat provided by manufacturer or approved safety facilities or devices are used.

Equipment must never be operated within 10 feet of energized high voltage electrical lines. 50,000 volts and higher voltage requires greater distance in accordance with State and Federal Safety Regulations.

Always stay outside the area within the swing radius of rotating machines such as cranes, shovels, or a backhoe.

All equipment must be safely parked and secured before it is left unattended, even for short periods of time. Particularly lower all forklift beams, blades, booms, buckets, etc. to the ground and secure from possible movement.

When mobile equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

Cranes:

Hazards associated with crane operation include electrocution from overhead power lines, equipment failure because of operator error, faulty or damaged equipment, overloading or lack of support are to be avoided at all times. Workers must be thoroughly familiar with hand signals used for communication with the crane operator. Slings and attachment must not be kinked, shortened by knots, bolts or other means, and must be inspected on a daily basis for defects.

Aerial devices, such as cherry pickers, lifts, and boom trucks used to position personnel, must observe continuous safety precautions. Only authorized persons may operate aerial devices. Aerial devices must not rest on any structure, only solid ground. Controls must be tested before use. Workers must stand only on the floor of the basket. No planks, ladders, or other means are allowed to gain greater height. A fail protection system must be worn and attached to the boom or basket. Breaks must be set when employees are elevated. An aerial lift truck must not be moved when an employee is on the elevated boom platform.

Prime contractor and/or its personnel shall do the following:

The crane operator must be in good condition physically, mentally, and emotionally in order to maintain complete control of the crane at all times.

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Before starting the crane do a pre operational inspection. This inspection is to be documented on the daily inspection and maintenance log, and installed by the inspector.

Be mindful of specific jobsite restrictions, such as the location of overhead electric power lines, unstable soil, and high wind conditions.

To prevent employees from being struck or crushed by the crane, barricade accessible areas within the swing radius of the rear of the rotating superstructure.

Never work under a suspended load. When a load is being picked up or set down, it may shift, swing, or pivot, or a loose piece may even fall off; make sure that you keep far enough back to accommodate the dangers. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with section 1591 (e), to provide adequate protection for the operator during loading and unloading operations.

Crane operators must avoid swinging loads over persons and should keep people away from loads when possible.

Crane attachments cannot exceed the capacity, rating, or scope recommended by the manufacturer.

Operators must be knowledgeable of crane capacities and limitations.

If the operator does not have a clear, unobstructed view of the entire lift, from beginning to end, a signal person must be assigned.

Excavations, Trenches, and Earthwork:

Earthwork operations require reasonable precautions to avoid cave-ins, striking underground utilities, falling tools, material, and equipment, and hazardous air contaminants or oxygen. Before opening an excavation, all regional notification centers and all underground utility owners shall be notified of the proposed work and given adequate time to visit the work site to determine the presence of any underground obstructions.

Prime Contractor shall provide adequate protection to protect from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material or other means that provide equivalent protection.

Protection shall be provided from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall

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be provided by placing and keeping such materials or equipment at least 2 feet from the edge of excavations, or by the use of restraining devices that are sufficient to prevent materials or equipment from falling into excavations, or by a combination of both if necessary.

Prime Contractor and/or its personnel shall do the following:

All trenches and other excavations five feet or more in depth are required to be shored, and sloped or otherwise protected from the hazards of moving ground, when employees are required to work in them.

Never enter or work in any trench or excavation that is not shored, sloped, or shielded or otherwise protected from cave-in.

Use only ladders or other approved means of access to trenches and other excavations. Keep ladders close to the work area, and never more than 25 feet away from workers.

When working in trenches, stay away from the excavating equipment and stay within the shoring.

Use only safe crossings for getting across open trenches. Never jump over an open trench.

The spoils pile of dirt from a trench must be kept at least two feet away from the edge of excavation, and heavy equipment should be kept away from the area to help prevent cave-ins.

Keep alert for changing ground conditions or signs of possible earth movement.

The permit application will indicate what steps will be taken for soils testing. Soil Classification will be identified as A, B or C pre Appendix A of Cal OSHA Title 8, a permit from DOSH must be obtained. Also, a record search for underground utilities in the area should be made.

Hazardous Atmospheres:

Never enter any confined space such as a trench, excavation, manhole, underground vault, tank, pipes, etc., without first determining if there is adequate ventilation and that there are no flammable or toxic gasses. Then enter only with permission of your Supervisor and with proper safety devices such as a lifeline and another person standing by for help as necessary.

Testing and Controls: In addition to the requirements set forth in the construction Safety Orders and the General Industry Safety Orders to prevent

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exposure to harmful-levels of atmosphere contaminants and to assure acceptable atmospheric conditions, the following requirements shall apply:

When oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet in depth.

Adequate precaution shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These cautions include proper respiratory protection or ventilation.

Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of gas.

When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable level, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

Emergency Rescue Equipment: Emergency rescue equipment such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. The equipment shall be attended when in use.

Employees entering bell-bottom pier holes or other similar deep and confined footing excavations shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

Hazards Associated with Water Accumulation:

Prime Contractor and/or its personnel shall do as follows:

Not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect personnel adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

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If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operations.

If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, kikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person and compliance with Section 1540(h) and (b) (2).

Stability of Adjacent Structures:

Prime Contractor and/or its personnel shall do as follows:

When the stability of adjoining buildings, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided to ensure the stability of such structures for the protection of personnel.

Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to personnel shall not be permitted except when:

- a. A support system, such as underpinning is provided to ensure the safety of employees and the stability of the structure. or
- b. The excavation is in stable rock; or will not pose a hazard to employees.

Sidewalks, pavements and appurtenant shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

Hazardous Conditions:

Maintain access to fire hydrants and fire alarm boxes at the work site. Hydrants, alarm boxes and standpipe connections shall be kept clear of obstructions and kept visible at all times. If visibility cannot be maintained, the Prime Contractor shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box, or standpipe connection.

Existing sprinkler systems are not to be shut down, restored, disconnected, or modified without authorization by Contractor. Sprinkler pipes are not to be used as support or as grounds for welding equipment.

No open flames, welding, cutting, open electrical equipment, or other spark

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Producing equipment will be operated within the site or buildings without proper precautions. The Prime Contractor shall bear total responsibility for ensuring that proper precautions are taken.

Control at all times any fumes and/or vapors emitted by material use so as not to create a health hazard, interfere with, or be noticeable by Owner, contractor or other Prime Contractor Personnel.

Prime Contractor shall control dust in such a manner so as to not cause an impact or interfere with other work, systems, or operations.

Prime contractor will be responsible for insuring that all open holes, open ledges, etc. are protected from accidental entry by providing physical barriers in accordance with OSHA and Cal/OSHA standards.

- E. Sub Paragraph 4.9.8 shall be added to read as follows

4.9.8 Protection and Safeguarding the Work. Prime Contractor shall provide such lights, barricades, guardrails, posted signs, and other protective measures as may be required for the safe operation of the work or as directed by governing authorities.

- F. **4.9.9 Work Area:** Prime Contractor personnel are permitted only in the specific areas where their work is being done; travel through other parts of the building and site is prohibited except as necessary to reach the work site. Use of Project Manager's office, office equipment and toilet is prohibited. The project site will have limited space available for storage of materials. The Prime Contractor and Project Manager's representative will prearrange all construction areas, storage areas, etc. prior to start of work.

4.9.10.10 Fork Lifts, Hand Jacks and Construction Equipment:

Under no circumstances should anyone other than a properly trained and certified person operate a forklift. Drivers must be sure that there is clear visibility in all directions before driving. The riding on equipment except in the seat provided by the manufacturer is strictly prohibited.

4.9.10.17 Project Manager, Machinery & Equipment:

The Prime Contractor shall not use Project Manager Machinery, equipment or tools. The Prime Contractor must supply all such items necessary to complete the job.

4.9.10.18 Flammable Material:

No flammables shall be stored or left unattended in any of the buildings or structures.

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4.9.10.25 Electrical Equipment:

All electrical equipment used is to be a type appropriate to the hazard classification of the area where work is to be performed and complying with all applicable governmental standards and Project Manager's maintenance procedures.

- G. Sub Paragraph 4.11.1 shall be added to read as follows:

4.11.1 Storage Materials

- a. Project Manager will assign to Prime Contractor allowable areas for the storage of materials and equipment. Prime Contractor shall keep his materials and equipment strictly within the limits and areas assigned by the Project Manager
- b. Minerals should be stored so as to cause no obstruction and shall be stored off sidewalks, roadways and underground services and utilities. Prime Contractor shall be responsible for protecting his materials and equipment inside secured and locked storage containers.

- H. Sub Paragraph 4.12.1 shall be added to read as follows

4.12.1 Removal of Surplus Materials and Waste At the end of each work day, Prime Contractor shall remove all equipment, surplus materials, construction debris, waste and rubbish of every sort, and leave the premises in a clean, neat and orderly condition ready to be put to their intended use.

- I. Sub Paragraph 4.18.1 shall be revised to add the following:

4.18.1 Compliance Monitoring: Pursuant to the provisions of Section 1771.1 of the Labor Code of the State of California, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- J. Sub Paragraph 4.18.6 shall be revised to read as follows:

Compliance Monitoring. This project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations. Contractor and all Subcontractors shall be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. Contractor and all Subcontractors must furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids, or as specified by DIR, using the DIR's eCPR system. To enroll in the eCPR system or obtain additional

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information and assistance, Contractor is directed to the DIR website at <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>. Contractor shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR. Contractor shall permit Owner, the DIR or their designee to interview Contractor's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide Owner, the DIR or their designee with such access to its employees.

Contractor is responsible for ascertaining and complying with all rates for all crafts utilized in and during the Work. Questions pertaining to prevailing wages should be directed to the following address:

Division of Labor Statistics and Research
P. O. Box 420603
San Francisco, California 94142
(415) 703-4281

Pursuant to California Labor Code Section 1771, the payment of prevailing wage rates is not required on any project of One Thousand Dollars (\$1,000) or less.

ARTICLE 6: INSURANCE INDEMNITY BONDS

A. Sub Paragraph 6.9.1 shall be added to read as follows

6.9.1 Payment Bond and Performance Bond

a. Unless otherwise specified in any Special conditions, Contractor shall furnish a Performance Bond, and for any contract of \$25,000 or more, a Payment Bond, each in an amount equal to 100 percent of the price stated in the Contract Documents. All bonds shall be provided by a corporate surety admitted in California. Personal sureties and unregistered sureties are unacceptable. The Performance Bond shall

b. The Prime Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising there under. Bonds may be obtained through the Prime Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount (penal sum) of each bond shall be equal to 100 percent of the Contract Sum.

c. The Prime Contractor shall deliver the required bonds to the Owner via the Project Manager not later than ten (10) days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Prime Contractor shall provide the bonds to the commencement of the

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Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

d. The Prime Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney to each of the bonds.

B. Paragraph 6.10 shall be added to read as follows

6.10 Insurance Coverage Limits of Endorsements Before any work is performed under the AGREEMENT, Prime Contractor shall, at its sole cost, obtain and maintain in force the following insurance coverages:

a. Worker's Compensation Insurance, including occupational illness or disease coverage, or other similar social insurance in accordance with the laws of the nation, state, territory or province exercising jurisdiction over the employee and Employer's Liability Insurance with a minimum limit of \$1,000,000 per occurrence. Prime Contractor shall obtain a waiver of subrogation in favor of the Owner with respect to losses arising out of or in connection with the Work.

b. Commercial General Liability Insurance, including Contractual Liability, Product and Completed Operations Liability, and Broad Form Property Damage Liability coverage with a minimum combined single limit of \$1,000,000 per occurrence. Such insurance shall protect against losses arising out of explosion, collapse or underground hazards. The policy shall be endorsed to the Owner as additional insureds and Prime Contractor shall provide Owner with appropriate certificates and endorsement forms indicating such endorsement. Prime Contractor shall obtain a Waiver of Subrogation in favor of the Owner with respect to losses arising out of or in connection with the Work.

c. Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability. This policy shall be endorsed to name the Owner as additional insured.

d. Tools and Equipment Insurance covering a physical damage to or loss of all major tools and equipment, office furniture and equipment, and vehicles for which Prime Contractor is responsible throughout the course of the Work.

The foregoing insurance coverage shall be primary and non-contributing with respect to any other insurance or self-insurance, which may be maintained by Project Manager or Owner. Prime Contractor's Commercial General Liability and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of interest clause. Prime Contractor shall cause its insurance underwriters to issue Certificates of Insurance satisfactory in form to Project Manager (ACCORD form or equivalent) evidencing that the coverages, coverage extensions, policy

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endorsements required under this AGREEMENT are maintained in force and that not less than 30 days written notice will be given to Project Manager prior to any material modification or cancellation of the policies. At Project Manager's request, Prime Contractor shall provide Project Manager with certified copies of each policy, pursuant to the terms of this AGREEMENT, affording insurance to Project Manager, Prime Contractor and Owner.

Terms: The combined Single Limits Commercial General Liability Insurance, Automobile Liability Insurance, Workers' Compensation Insurance, and Endorsements shall be maintained by Prime Contractor for the period from execution of the AGREEMENT until expiration of the Prime contractor's guarantee / warranty period.

ARTICLE 7: CONSTRUCTION TIME

A. Sub Paragraph 7.5.1 shall be added to read as follows

7.5.1 Liquidated Damages. Prior to bidding and as part of the bid Package, Project Manager shall establish a master CPM schedule (the "Construction Schedule") for completion of the Work of all Prime Contractors to meet the final completion date of the entire Project required by Owner. The Construction Schedule shall establish the following:

1. The overall Project final completion date required by Owner;
2. Project phases and corresponding completion dates to meet the overall project final completion date;
3. Milestone dates for Prime Contractors' incremental activities within the Construction Schedule, including but not limited to Submittals, Tanks and Closeout documents. Documents

Prime Contractor, and the Prime Contractor's surety, if any, shall be liable for and shall pay Owner as and for liquidated damages and not as penalty the sum of as stated in Bid Form per calendar day for Prime Contractor's failure to meet (1) the overall Project completion date, (2) the date for completing work on any phase of the Project and (3) the milestone dates for incremental activities established by the Construction

Schedule. The Liquidated damage shall be assessed for Prime Contractor's failure to meet the above dates until all of Prime Contractor's Work is substantially completed and substantial completion is estimated by Project Manager and Owner's Architect / Engineer.

ARTICLE 9: CHANGES

A. Add to the end of Paragraph 9.4.1.3.4 to read as follows:

9.4.1.3.4 **Changes in the Work & Markup.** For authorization and approved changes in the scope of Work, the limit of the combined overhead and profit for work performed by Prime Contractor and / or its Subcontractors and/or Sub-Subcontractors shall be fifteen percent (15%) of the total cost of all work and all

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materials identified in each change order regardless whether the work is performed by Prime Contractor's own forces or the work forces of any Subcontractors or Sub-Subcontractors

In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and Subcontracts and Sub- Subcontracts, Labor and material shall be itemized in the manner prescribed above. Where major cost items are Subcontracts or Sub-Subcontracts, they shall also be itemized.