

Sustainable Campus:

The Future Opportunities of Certified Wood for

Humboldt State University

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Background

Founded in 1913, Humboldt State University is located in the heart of the coast redwood forest. Humboldt is one of California's most beautiful university campuses, located in the friendly city of Arcata, with about 7,500 students encompassing the campus.

Humboldt State University is known for being at the forefront when it comes to most innovative, controversial, and environmentally pressed issues. Because Humboldt County also has a large forest products industry, Humboldt State is an excellent place to study the resolution of environmental issues with economic concerns. During the Fall Semester of 2001, a group was formed to look at the why HSU was not consistently using certified, sustainably harvested wood materials on campus construction projects, inside and outside of classroom repairs, or in specific departments. The group was interested in finding out how much wood materials was being used on campus, if any of the wood being used was certified sustainable, if there was a need for the education of student and staff population about sustainability, and if there were ways to make changes.

Simply put, forest certification is a means of protecting forests by promoting responsible forestry practices. Forest certification provides an independent third-party assurance that a forestry operation meets standards set by a certification program. Wood is all-natural, low toxic and biodegradable and is widely used in buildings, furnishings, and other applications. Many consider the natural warmth, beauty and aesthetic values of wood unmatched. However, the world's forests -- boreal, temperate and tropical -- are in a state of decline. The loss of forest ecosystems results in serious consequences for soil and water quality, biological diversity, wildlife habitat, and climatic stability, as well as the human communities that depend on forests for their survival. Practices such as over-harvesting, large-scale clear-cutting and selective high-grade harvesting continue to contribute to the deterioration of many ecosystems. Consequently, the critical issue is to ensure that forest resources can be used with minimal environmental impact. Focusing on this issue places a strong emphasis on the improvement of forest management, and

requires appropriate and efficient use of wood products. Purchasing and procurement policies specifying certified wood play a vital role in shaping the future of our forests

The Institute for Sustainable Forestry helped define what criteria for certification would define sustainability using ten points.

The Ten Elements of Sustainability

- 1. Forest practices will protect, maintain and/or restore the aesthetics, vitality, structure, and functioning of the natural processes, including fire, of the forest ecosystem and its components at all landscape and time scales.*
- 2. Forest practices will protect, maintain and/or restore surface and groundwater quality and quantity, including aquatic and riparian habitat.*
- 3. Forest practices will protect, maintain and/or restore natural processes of soil fertility, productivity and stability.*
- 4. Forest practices will protect, maintain and/or restore a natural balance and diversity of native species of the area, including flora, fauna, fungi and microbes, for purposes of the long-term health of ecosystems.*
- 5. Forest practices will encourage a natural regeneration of native species to protect valuable native gene pools.*
- 6. Forest practices will not include the use of artificial chemical fertilizers or synthetic chemical pesticides.*
- 7. Forest practitioners will address the need for local employment and community well-being and will respect workers' rights, including occupational safety, fair compensation, and the right of workers to collectively bargain, and will promote worker owned and operated organizations.*
- 8. Sites of archaeological, cultural and historical significance will be protected and will receive special consideration.*

9. *Forest practices executed under a certified Forest Management Plan will be of the appropriate size, scale, time frame, and technology for the parcel, and adopt the appropriate monitoring program, not only in order to avoid negative cumulative impacts, but also to promote beneficial cumulative effects on the forest.*

10. *Ancient forests will be subject to a moratorium on commercial logging during which time the Institute will participate in research on the ramifications of management in these areas.*

These criteria were ahead of their time and were not feasible to implement in the climate created by the timber industry. Things have changed and creating a profit from wood products labeled certified has become desirable. The number of certified mills and forests have grown so there are wood products on the shelf that are certified as sustainable. Although all the wood needed for a large building may not be available at the same time. Certified wood products are increasingly attractive to a growing number of conscious consumers who are concerned with the environmental consequences of their purchases. In the time following the creation of these initial criteria other forest industry and environmental leaders created their own programs to fit their needs. The Forest Stewardship Council (FSC) was formed to create a board of certifier's known as Scientific Certification Systems who could have some internal quality control system and evenhandedness when it came to certification. FSC uses a brand called "Smartwood." All the certification systems have a problem where the process that certifies forests and manufacturing facilities is not a transparent public process. The Sierra Club has launched an official appeal with FSC challenging the Black Brook forest district certification. The Sierra Club claims that there is "lack of adequate proportion of permanent protected areas or reserves for long term scientific study", "secrecy by the certifier with respect to specific criteria and the scoring system used in the evaluation of Black Brook", "Loose and vague interpretation by the certifier of the FSC principles and criteria.", "Excessive use of biocides by J.D. Irving, Ltd". These are all good reasons why Black Brook should be investigated. This is just one example of the lack of a transparent public process.

Locally the Mendocino Redwood Company was certified with the condition that they prove within two years they are sustainable. Certifiers required proof of sustainable practices before approval, compared to new certifications that currently have allowed forestry criteria to be phased in.

The Forest Pulp and Paper association created a brand of certification known as the Sustainable Forestry Initiative (SFI) that allows for clear cutting whole forests and the use of herbicide chemicals that most people would agree was not at all sustainable. SFI is a political creation to make the point that the whole timber industry has some sustainability claim. Internationally certification groups were formed KPMG in Switzerland, GFA Terra Systems in Germany ICILA in Italy, South African Bureau for Standards, SKAL in the Netherlands, Silva Forest Foundation in Canada and SGS in France and California, USA. All the certifications must have a requirement for independent certification to be agreeable with the purchasing public.

This is an account by Firm that certifies SFI
Are they similar to SFI

All the certification process are controversial and probably always will be. This will be the cause of confusion to wood purchasers and the wood buying public. After looking at all the different certifications our research determined that FSC Smartwood was the most sustainable and accessible to local wood purchasers. We also found that HSU and the California State University System (CSU) have no requirements for the purchase of certified wood and a process to put them in place was insurmountable. Thomas Kennedy CSU architect informed us that the LEED program would accomplish many more goals than we had in our project and would be the best possible solution to implement. The Paragraph below defines the LEED program.

“The LEED Green Building Rating System™ is a priority program of the US Green Building Council. It is a voluntary, consensus-based, market-driven building rating system based on existing proven technology. It evaluates environmental performance from a "whole building" perspective over a building's life cycle, providing a definitive standard for what constitutes a "green building". LEED is based on accepted energy and environmental principles and strikes a balance between known effective practices and emerging concepts. Unlike other rating systems currently in existence, the development of LEED was instigated by

the US Green Council Membership, representing all segments of the building industry and has been open to public scrutiny. LEED is a self-assessing system designed for rating new and existing commercial, institutional, and high-rise residential buildings. It is a feature-oriented system where credits are earned for satisfying each criterion. Different levels of green building certification are awarded based on the total credits earned. The system is designed to be comprehensive in scope, yet simple in operation.”

Context/Environment

Due to the extra cost of using certified sustainable wood materials, HSU would have to cut costs by buying their certified sustainable wood from a local source. The only source in the surrounding area is Almquist. Almquist is located in Blue Lake and they sell certified sustainable hardwood products. These are hardwood products only. HSU only uses hardwoods for the appropriate projects, so Almquist is a resource with limited abilities.

It is hard to make comparisons on wood purchasing within the HSU system. The HSU system does not have any budgets of wood purchasing available at all. This is for two reasons. The first reason is that wood purchasing is not done on a year-to-year basis. It is done on a project-to-project basis. The second reason that there are no wood purchasing budgets available is that wood is not bought as a separate material. Instead, it is bought along with all the other building materials, so the end result is that the price of all the building materials are assessed together, not individually.

Without these budgets available, it is hard to figure out how to make using certified sustainable wood products cheaper for HSU to purchase. Cost seems to be a major obstacle in convincing HSU to buy and use certified sustainable wood products. So without these budgets, it will be hard to convince HSU to buy and use certified sustainable wood products.

Another factor in this issue is what kind of certification to use. There are many different kinds of certifications. Each of them has their own idea as to what is sustainable and what is not. Conflict can be created by having to choose between them, which imposes more challenges. One way of overcoming this conflict is by using the LEEDS program. The LEEDS program is created for building projects only, which is exactly what HSU will need it for. The LEEDS program also certifies other building materials for sustainability.

Comparisons with similar college projects can only be done in the CSU system. The reason for this is that the CSU system has its own policies and guidelines that are distinctly different than anywhere else. To get an accurate idea of the avenue of change to be pursued, HSU must be compared with other school projects in the CSU system. After researching projects over the internet, we found that a couple of universities had started to incorporate using certified sustainable wood products, but these were not even in the state of California, let alone in the CSU system. Still, these schools were able to give ideas about how to change policy, even if not CSU policy.

Problem Statement

It was found that the HSU campus community's use of wood is not necessarily from sustainable sources, when alternative products that are certifiably sustainable might be available. Currently wood standards are determined either by the designers and engineers of the project or to whom ever a project is contracted. Pertaining to school policies, there is not a clearly defined understanding to what certifiable is or what sustainable harvested products are. The education of campus staff on the availability of these certified sustainable wood materials would help the campus decision-makers to make more environmentally sound decisions while designing projects.

Goals/Objectives

Goal A:

To learn how HSU decides which wood to purchase. Then use this, not only to propose the creation of a state or local policy requiring the use of certified sustainable wood materials, but also to educate the HSU staff, students, and community about the use of certified sustainable wood.

Objectives of Goal A:

- The HSU staff and community would use certified sustainable wood products if they had to by requirement. If requirements were not implemented, as in the situation now, these people will probably not be so quick to use the sustainable wood products. By requiring a certain percentage of wood materials used in campus maintenance to be certified, it would not only increase the availability of these materials within the market, but it would also force people who do not understand the importance of sustainable wood to use it.
- By educating the HSU staff about the use of certified sustainable wood materials, we can help them to make more informed decisions because they want to, not because they have to follow requirements.

Goal B:

To motivate the Theatre Arts department and the Industrial Technology department to use certified sustainable wood materials in their projects. Both of these departments use more wood than any other departments.

Objectives of Goal B:

- To motivate students to reuse or recycle wood and, if possible, to use wood substitutes.
- The collective purchasing of certified sustainable wood for projects.
- To inform, educate, and involve students and staff in the use of certified sustainable wood materials.

Alternatives Including Preferred Alternative

Alternative 1: No Action Alternative.

The current conditions that occur on campus regarding the purchase of wood materials for construction and repair will remain the same. Also the knowledge of the staff and student will remain at the same level and there will be no gain in an understanding to what certified lumber is.

Alternative 2: Required Percentage of Certified Wood

To create language into campus policy that would require the purchase of a certain percentage of certified lumber. The percentage of certified material purchase would have to be agreed upon by policy decision makers and campus community.

Alternative 3: Equal Cost Purchasing

To create language into campus policy wherein the cost of certified lumber and non-certified lumber are the same throughout, to allow purchasing of certified products. Also a proposal via government subsidies when certified wood's cost is over that of non-certified.

Alternative 4: Education

To implement an educational curriculum for faculty and students on certified wood products, suppliers and purchases.

Alternative 5: Education and Equal Cost Purchasing

This is the preferred alternative for this proposal. To create language into campus policy wherein the cost of certified lumber and non-certified lumber are the same throughout, to allow purchasing of certified products. Also a proposal via government subsidies when certified wood's cost is over that of non-certified. To implement an education curriculum for faculty and students on certified wood products, suppliers and purchases.

Implementation of Strategies

Preferred Alternative:

Alternative 5: Education with Equal Cost Purchasing

With the use of this alternative, we will meet the group's objectives. After having done many interviews and research, the common theme was found to be: Money. The HSU campus is allotted a budget each Fiscal Year, which does not include the purchasing budget for construction or repair projects. Funds are allocated on project-by-project basis. The university architect, Thomas Kennedy, mentioned a process called value engineering to help ease cost constraints. Basically, value engineering means taking extra money from one building project and adding it onto the budget of another building project. For larger construction projects, the project is sent out to bid, and of course, the lowest bid wins. Now to whomever the project is contracted out to it is up to that contractor to purchase the needed materials, and whatever is cheapest is what the contractor will buy, in order to stay within budget. If the virgin wood products are cheaper, then that is what they will purchase and sometimes if the cost is the same they don't. There are no requirements stated in campus policy for the specifics on what types of wood materials are to be purchased. There are standard policies, but no specifics on materials. When it comes to projects laid out by campus (CSU and HSU) engineers, decisions are left up to the architects discretion. Materials are not specified and it is up to the design professional to use their own judgment to make specifications appropriate to

projects. So if there was a common knowledge and definition of certified sustainable wood, it may then be in the better judgment of the design professionals. After speaking with Bob Schultz, our group has realized that this may never happen at the state level, but can very well happen at the HSU campus level, if there was enough interest. If one understands the budget constraints each campus and project is sensitive to, and if the costs and quality of certified materials were equal to non-certified materials, then they might as well purchase certified wood materials.

To educate people about the use of wood on campus is second part of this alternative solution. First, there is the Open Microphone on the Quad. A speech prepared could be repeated to bring awareness of the problem addressed. But even a more effective strategy would be to have a motivated and informed person offer an open attendance workshop. This can be done through the Campus Center for Alternative Technology (CCAT) program. An advertising campaign for the workshop would help attendance, making the strategy more effective.

Results:

HSU is not a huge wood consumer. Wood is being used less and less, and taking over are the steels, plastics, and other substitutes. The school purchases their wood from: Almquist, Do-It-Best Lumber, The MillYard, Schmidtbauer, and Piersons, and some of these suppliers do sell certified wood. There are departments on campus that are already trying to purchase certified wood when possible, such as the Theatre Arts Department and Plant-Ops, if not they are using recycled or reusing materials. What we have come to conclude is that the campus and state bureaucracy does need a clear definition of what sustainably harvested - certified products are. There is no policy requiring the purchase of certified materials, or any specific materials policy in the first place. These decisions are left up to the architects' best judgment on what should be purchased and used in construction. What is on the forefront of being implemented is Green Building. There is a bill in the state legislature that would encourage sustainability

in construction, but it is very vague. This bill is more 'Green' in the sense of visible things, the building itself being sustainable and not the materials. All funding comes in on a project-to-project basis that is why it is pertinent to have a policy requirement in order to stay within a sustainable budget. If the cost and quality of the certified wood were to be the same price as non-certified wood, it should be required to purchase certified. The LEEDS program is a great idea, introducing a grading system, state and nationwide, to build sustainably. The more pressing issue is where the funding would come from in order to implement these requirements. When there is an increase in budget for one project there is a decrease in another project somewhere else, so this is a real problem. Not all products are bought locally, so by requiring the vendor (locally) to sell more certified wood to HSU, it may keep prices competitive and supplies well stocked. In the end it may help other buyers of certified wood, and pass these benefits to other customers. There is no future intention to require this at the state level, if there were to be a change it would be at the HSU campus level. This would be about the sensitivity of the campus in this area to make the changes –the policy makers looking if there would be some sort of return; leading to improvements and the exchange of money – while also appreciating the contribution to sustainable forest harvesting practices.

Appendices

Appendix A: List of Prepares

Appendices

List of Prepares

1. Jessica Maria Scanlan
 Environmental Science Major
 Forestry Minor
 Graduating Senior; Fall 2001
2. Doug Smith
 NRPI Major -GIS
3. Ryan Messinger
 ENVR Major
4. P.J. Frohling
 ENVR Major

Appendix B: Contacts

Contacts

1. Mark Baker

Construction Manager: Plant Ops

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2. Panama Bartholomy

Sustainable Building Team

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4. Michael Esten

Buyer II : Contracts, Procurement and Risk Management

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5. Richard A. Giacolini

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6. Hallie Gilman

Assistant/Intern Representative to Virginia Strom-Martin; CA State Legislature,
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University Architect: Capital Planning, Design, and Construction
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tenney@calstate.edu

8. Phil Perez

Physical Planner :Physical Services
826 - 4111
ppmp7001@humboldt.edu

9. Justin Poirir

Teachers Assistant: Industrial Tech.
826 – 4281

10. Bob Schulz

Chief Architect and Engineering: Capital Planning, Design, and Construction
(562) – 951 – 4131
bschulz@calstate.edu

11. Richard Woods

Technical Director: Theatre/Film/Dance:

826 – 3410

TA 103B (Scene Shop)

Appendix C: Interviews

Interviews

HSU: Plant Operations

Mark Baker

Construction Manager

- The wood shop in Plant Ops, mainly deals with “small stuff”, they are in charge of maintaining the campus.
- They do small departmental repairs, such as fixing cabinets.
Walls – mostly metal framing, drywall, and plastics. Mainly replacing with metal – new standards. Round with wood motif.
- Benches – plastic composite, recycled old carpets, and other recycled materials.
- States can get anything over a bid – State-purchasing procedure.
- Get money from departmental budgets, but also a project-by-project basis.
Received the run around from how to get a hold of those budgets – same as answer as everyone else on this campus, “I do not know”. When I spoke to a few departments they said they did not have budgets or hardcopies of any recent purchasing orders.

State of California

Panama Bartholomy

Sustainable Building Team

- Specifications are not centralized
- What's the payback: the lifecycle or lifespan of a building over a 50 year cost period.
- LEED, Green Building Rating System – environmental performance
- HSU runaround

HSU: Plant Operations

Alec Cooley

Solid Waste/Recycling Manager

- The huge bureaucracy does not value sustainability
- How do you define sustainability? There is a need for a definition and a need for understanding.
- CSU is looking into Green Building, there is a Bill in the State Legislature that would encourage sustainability in construction, but it is very vague – it is more Green in the sense of visible things; building being sustainable and not the materials.
- What might work at the campus level is to have a state contract with a company that has certified or sustainably harvested wood, so then there would be no need for bids.
- Put in the language in to state or campus policy that where the cost and quality are the same throughout – you are required to purchase the sustainable product. Question of \$ again.
- There is not a set budget for a fiscal year for construction or building project, it is allotted each time a project comes up, \$ per project.
- I
- Plant Ops has a budget for day-to-day projects, it has a general policy.
- It would be a matter of sweet-talking the maintenance person in charge if that area – in terms of what can be purchased.
- Talk to Mark Baker – General Construction Manager.

Contracts, Procurement, and Risk Management

Mike Esten

- HSU is not really a huge wood consumer.
- HSU buys from Almqist (a local sustainably certified wood producer) whenever possible
- The use of Substitutes:
 - Posts and benches made from recycled carpets-no stripping, no painting,
 - Steel studs instead of wood studs,
 - The use of Jute,
 - Use of plastic, since there is less rotting.
- Mike said we really couldn't get hold of budget records for wood expenses, since they are "not arranged like that".
- When the school buys wood, they are buying it for one specific project at a time. It is not really possible to find out the amount of money spent on wood when it is added into the amount of all the materials of the project. The records show project expenses, not wood expenses.
- The architects and Engineers of each project make the decision of what type of wood to purchase.
- The decisions are made right before the projects begins.
- The school purchases its wood from:
 - Almqist (hardwoods only),
 - Do-It-Best Lumber,
 - The Millyard,
 - Schmidtbauer, Piersons.

Contracts, Procurement, and Risk Management

Dick Jaqcullini

Director

Head of Purchasing

- In HSU Project description there is no requirements in the specifications for the use of sustainable wood.
- If we wanted to enforce the requirement it would have to be changed at the state level.
- There is an attempt to recycle but there is no preference. State requirements do encourage the use, but I it is cheaper to us virgin materials that's what the contractors will use. Sustainable products used to a certain extent; using metal studs instead of wood studs.
- Budgets allocated by project, not a lot of \$
- Projects on campus – buy some locally
- In order to comply with state law you have t remember it's a decision of what the budget is.
- Projects spec. books
- projects taken up by a higher firm, contracts, request proposals
- Speak to Phil Perez about changing policy and budget.

CA State Legislature: 1st Assembly Member District

Hallie Gilman

Intern/Assistant Representative to Virginia Strom-Martin

- Hallie had constant contact with our group through out the semester, keeping us posted on new issues and contacts that came up related to the project.
- The first thing that she recommended for any campus or CSU related matter is to speak with the people at the AS office. She said that they are more familiar with these Issues and also deal frequently with CSU issues.
- The A.S. wasn't really much of a help- since they are separate from the university- which they told us. Joan said she knew Hallie, since we mentioned she referred us to check out the AS office.
- Hallie then gave us list of some names and phone numbers of people that may be able to help, or at least a place to start.

Emelia, a CSSA Rep that serves on AS.

Panama Bartholomy

Capitol Planning, Design and Construction

Capital Planning, Design, and Construction

Thomas Kennedy

University Architect: Chancellors Office

- The Directors of Physical Services get together before a project is started and plan the details.
- When this group meets, it is the most effective time for one to insert an idea into the planning process.
- To help come up with funds, there is something called “ Value Engineering”, which means in a sense, that extra money from one building could be added onto the budget of a different building.
- There is a whole range of state and university standards, but they are not listed. They are mentioned in an appendix that goes over general rules of planning building projects.
- Bidding - there are code issues such as sizing requirements, aesthetics, structure, availability, weather, etc. The architect, structural engineer, or designer determines all of these things. The specifications that are written up are on a project-to-project basis.
- The best way to avoid certification conflicts is to incorporate the LEEDS program, which not only certifies wood products, but all building materials.

HSU Stockroom

George Pease

Stockroom Manager: Forestry and Watershed

- His knowledge of base sustainability and certification issues is insufficient, so it would not pose an impasse to change purchasing due to a lack of information. This is in response to a qualitative question of how comfortable he felt in making decisions on whether a product is sustainable.
- He stated that he had no environmental guidelines to adhere to. He had no performance standards required for budget requests.
- His attitudinal data would range from friendly on the subject, but reluctant on statistics beyond the top of the head numbers.
- With an annual budget submittal July 1 – 30th is the fiscal year projects were submitted through out the school year.
- He uses approximately 100 board feet annually of solid woods and 60 to 80 sheets of ply, press, and laminated wood products. He has not used wood substitutes. The reason for using certified wood is the species he wanted, such as maple was not available.
- So sustainable wood purchase would pose no problems because of extra costs and he stated that 25 percent extra wood costs was not a significant part of an overall project. He said that some projects get downsized to fit the budget, and that he did not have much wood on hand from past projects. But often used 10% of the wood for a project from the reused wood of a previous project.
- He built a 20 x 20 square foot deck at the Schatz Tree Farm from recycled wood.
- The supplier of the wood products is almost exclusively Almquist Lumber in Blue Lake. He builds cabinets, desks, and countertops. The orders are made project by project.

HSU: Physical Services

Phil Perez

Physical Planner

- Grading system (Nationwide and CSU System) for buildings: rate your building design on a points system for sustainability; building materials, reusing, recycling, and the like.
- In the process of happening – written policy – California Department and General Services – they are trying to implement sustainable products (wood) in line with Title 24 Requirements: Energy Conservation Requirements.
- Money is spent as efficiently as possible, doing what they can afford. Benches – recycled plastics.
- # 1 Constraint is Money

HSU: Industrial Technology Department

Justin Poirir

TA: Industrial Tech.

- He did not have a working knowledge of Certified wood products or the Certification process.
- The students buy their own woods for their products mostly from Almquist in Blue Lake.
- Students are taught about wood growth, grain, and structure. No ethics of wood use is taught, but he felt there was a time limitation during lecture to add such topics.
- Students buy their own wood. The scraps are taken and used by other students, so there is no possibility for students to use wood from many past projects.
- Many students borrow and trade wood for projects, and some have used recycled redwood to get the high quality old growth straight grain redwood that is not manufactured anymore.
- Each semester 10 sheets of plywood are used and a price break occurs when more than 5 sheets are purchased. This makes possible for students to do collective purchasing.
- Out of the 60 student projects each semester, half are small sized and the rest are large furniture piece.

Contracts, Procurement, and Risk Management

Bob Schultz

CSU Chief Architect

- There are not requirements or specifications in state policy, architects are just expected to know.
- Each campus has to live within their budget, hence if there was something to drive up their costs, it could stop the project all together and money sent somewhere else. An example of a pretty dramatic cost impact is at a Tech Center at Sonoma, they went over their proposed budget by 800,000 because the contractors weren't aware of the costs of impacts of productivity; end of project
- ON funding; when coming down to the wire for bids – costs had to reinvent the money
- For green Building requirements on a broad basis, you have to understand the initial costs and concerns - long term – before looking at any possibilities.
- Materials are not specified, it is up to the Design Professionals to use their judgment to make specifications appropriate to project. There are those whose sole job is to do the specifications
- Today there is not a lot of wood going into modern academic buildings
- Not every lumber company participates in certification process, some may not be certified but some may not be old growth and sustainable.
- It's the kind of timber that you want that matters price competition and quality.
- You can get sustain ably harvested forest products by material and request of species – white pines.
- There is no future intention to require this at a state level – if there were to be a change it would be at a campus level.
- It would be about the sensitivity the campus found in this area to make h changes – if there would be some sort of return; leading to improvements, and doing calculations to see if it would pay off.

- If we are wanting to make the change because of ethical concerns – because it is important to us to include this in specifications – it wont go far.
- Not considered a deply needed change – main constraint money, competition
- Will not happen – Ethics is not a priority.
- If contractors picked wood with a single certified vendor , the bid is not allowed to issue conditional bids, its in violation.

Theatre Department: Production

Richard Woods

Technical Director: Theatre/Film/Dance (Scene Shop)

- Richard Woods is in charge of direct purchases, tries not to deal with Plant-Ops.
- The amount of wood that the theatre uses each year depends on the types of shows that they will be doing.
- The kind of wood they need depends on what type of show and the designers approach.
- The sources of their wood come from:
 - Almquist
 - Wood insufficient for construction
 - Re-sale
 - Driftwood
 - Found Objects
 - Old barns or buildings donated to be torn down and salvaged
 - Scraps
 - Re-use
- They have been trying to use more steel and plastics.
- The type of wood depends on project and certain structural standards
 - White pine 2 x 4 from the south
 - 1/8th inch LUAN hardwood – mahogany * working with Eric Almquest to get a sustainable ash grown on farms and ranches
 - Plywood
 - Particleboard
 - Flats – stock platform and will go back into inventory
 - Much as possible reprocessed materials
 - Old growth redwood from old barns and buildings.
- Only had thrown away small plywood scraps, particleboard, and irregular shapes. Does not want burning of that wood because of chemicals – so other unusable pieces burned for firewood.

- Sources of funding

1. Activities fees – IRA
2. State Budget - a form of Operating Expenses (OE)
3. Ticket Sales
4. Trust Account – donations, gifts, etc.

Appendix D: Internet Sources

Internet Sources

Almquist Lumber Company

www.almquistlumber.com

Co-Op America/WoodWise Consumer

www.coopamerica.org/woodwise/index.html

CSU: Office of the Chancellor

www.calstate.edu

Forest Management Trust

www.foresttrust.org

HSU

www.humboldt.edu

Institute for Sustainable forestry

www.isf-sw.org

National Audubon Society

www.audubon.org

Natural resources Defense Council

www.nrdc.org

Rainforest Alliance

www.rainforest-alliance.org

Scientific Certification Systems

www.scs1.com

SGS

www.sgs.co.uk/certification/forestry/index.htm

Smart Wood

www.smartwood.org

Society of American Foresters

www.safnet.org

Suppliers of Certified Wood

www.certifiedwood.org/Suppliers/SuppliersBody.html

Sustainable Forestry Partnership

www.sfp.ca.psu.edu

Temperate Forest Foundation

www.forestinfo.org

The Los Angeles Times

www.latimes.com

The New York Times

www.nytimes.com

U.S. Green Building Council (LEED)

www.usgbc.org

World Resources Institute

www.wri.org

Appendix E: List of Certified Lumber Suppliers

Acres of Certified Sustainable Forest in Humboldt County

Economics 309 -- Humboldt County Wealth Indicators Project 2001

Lisa Miller

Sources:

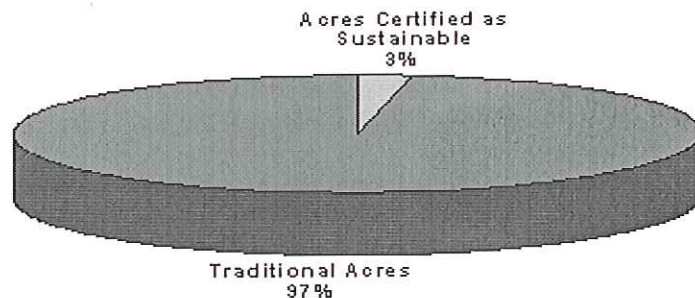
Institute For Sustainable Forestry: (707) 247-1101; www.smartwood.org

Ford, David A. (president of Certified Forest Products Council) "The Future of Our Forests" Forest Stewardship Council pamphlet

Rickenbach, M. "An introduction to Forest Certification"; Oregon State University 2000

Smartwood representative Walter Smith (707) 459-0576

Percentage of Certified Sustainable Forests in Humboldt County,
2000



How are we doing?

According to an approximation by Walter Smith (the head of the West division of Smartwood), Humboldt County has 38,658 acres of certified sustainable forests. These areas include the 1,125 acres of the Arcata Community Forest. 38,658 acres of sustainable forests seems like a lot until one considers that there is approximately 1.5 million acres of forest in Humboldt County. This means that only 2.6% of Humboldt forests are certified as sustainable. Of the approximately 1.5 million acres, 30% is owned by the federal government, approximately 35% by large industries such as Pacific Lumber Co., and

approximately 35% by non-industrial entities such as homesteads and ranches.

Our forests are Forest Stewardship Council (FSC) certified. FSC certification is the most highly recognized certification program by environmental organizations (Rickenbach 2000).

In the last year, California's acres of certified sustainable forest has risen from 100,000 to more than 750,000 acres. This is due in large part to Home Depot's recent decision to stop selling wood products that come from old growth and endangered species and to give preferential treatment to certified sustainable lumber in its stores by the end of 2002. Home Depot's decision was made in response to protests by the environmental organization Rain Forest Action Network (RAN). After Home Depot made this decision, RAN turned its attention to the home building industry. The threat of protest encouraged Centex Homes and Kauffman & Broad, the largest home builders in the country, to develop policies favoring certified products (Rickenbach 2000).

In the United States there are 8,389,096 acres of certified forests. Worldwide there are 45 million acres. The highest demand for certified lumber is currently in Europe where citizens seem to be more environmentally aware.

The Humboldt County Mills that are currently certified to handle certified sustainable wood are Almquist, Blue Lake Forest Products, and Eel River Sawmills (which may be bought out by Pacific Lumber soon). In order for a sawmill to be certified, they must prove that they have the facilities to separate and keep separate certified logs from non-certified logs. Almquist is also certified to use "rediscovered lumber" which is basically a wood recycling process that reuses wood from demolished buildings, wood by-products from other manufacturers and fallen trees carefully reclaimed from rivers and lakes.

I tried to find retailers who carried certified sustainable lumber. The only one I found was Almquist. Someone from Blue Lake Forest Products told me that there isn't enough demand for certified lumber to make it profitable. Many of the retailers and mill yards that I called didn't know what certified sustainable lumber was. At Pierson's, I was told that most foresters here have only a limited portion of land, therefore they have to take good care of it.

Why is this important?

Forests are home to over two thirds of all plants and animals on earth. [They] help keep our air and water clean and help stabilize the world's climate (FSC pamphlet). Their fuel keeps millions of people warm, their strength provides shelter, their roots prevent top soil erosion, they are playgrounds for many forms of recreation and their beauty provides inspiration and awe to us all. In other words, the natural capital supplied by healthy forests provides the materials for constructed capital and the foundation on which much cultural capital is formed. The cost to replace the services a healthy forest provides would be astronomical and some services are irreplaceable.

Unsustainable forest management is causing massive soil erosion and biodiversity loss, as well as negatively affecting the economic future of many communities around the globe, especially in the Tropics. Significant forest loss is also dramatically reducing the world's oxygen supply, imperative for our continued survival. The careful management of remaining forestlands will greatly determine our collective ability to accommodate the world's growing needs for wood, as well as the future of the planet's biodiversity. Timber production, when managed effectively, maintains the long-term viability of commercial forests, protects biodiversity, and provides a continuous stream of social and economic benefits (www.smartwood.org).

ìCertification involves regular evaluations of on-the-ground forestry practices by teams of qualified experts to ensure they are environmentally responsible, socially beneficial and economically viable (Ford).
Forest certification is important to landowners and foresters to ensure their careful long-term forest management is recognized and rewarded. It is important to wood manufacturers and retailers because it adds value to their products, giving them a competitive advantage in the growing environmentally informed markets. Forest certification is important to environmentally conscious consumers because it ensures that they are supporting foresters who grow, harvest and protect healthy forests for future generations.



The Institute for Sustainable Forestry

ISF Directory of SmartWood Certified Wood Suppliers Western U.S.

In 1991, the Rainforest Alliance created SmartWoodsm, the first independent third-party forest and forest products certification program. Today, the Forest Stewardship Council has accredited five third party certification organizations worldwide. This Directory lists all current SmartWood certified suppliers.




Company	Certification	Products
Blencowe Managed Forest Lands P.O. Box 694 Redding, CA 96099 Tel: (916) 247-1727 Fax: (916) 247-1728 For lumber, contact Art Harwood: Harwood-MacKenzie	SmartWood	Forest management only.
Crosscut Hardwoods 3065 Front Street Portland OR 97210 Tel: (503) 224-9663 Fax: (503) 227-4670	SmartWood	Wholesaler of kiln dried rough & surfaced lumber, custom mill work, molding and flooring. Chakte Kok, Chechen ("rosewood"), Granadillo, K'atalox, Chakte Viga, Bayo, Machiche
EcoTimber International 1020 Heinz Avenue Berkeley, CA 94710 Tel: (510) 549-3000 Fax: (510) 549-3001 E-mail: warp@together.net Aaron Maizlish, Jason Grant, Eugene Dickey, Mike Gallagher http://www.goodwood.org/goodwood/	SmartWood	Certification for chain of custody from stump to store in certain varieties. Wholesaler and retailer of tropical and domestic certified hardwoods and hardwood products from the US Canada Latin America. Red Oak, Ash, Birch, Cherry, Hard & Soft Maple, Poplar hardwood and solid & prefinished laminated flooring. Genuine Mahogany, and a variety of tropical lesser-known species.
Environmental Home Center 1724 - 4th Avenue South Seattle, WA 8134-1502 Tel: (206) 682-7332	SmartWood	Retailer of kiln dried rough and surfaced lumber. A home improvement store with a well appointed showroom that includes Hard Maple, Cherry, Red Oak, Chakte Kok,

<p>Fax: (206) 682-8275 Matt Freeman-Gleason</p>		<p>Chechen, Granadillo, Bayo, Machiche, Narra, Kwila, Taun, Mahogany. Non-certified wood products include cabinets, furniture, flooring and lumber in a variety of domestic and tropical woods including recycled, urban and agricultural sources. Other products include non-toxic paints, wood finishes, and cleaning products; recycled glass tiles and plastic products; and fabric products made from organic cotton and hemp.</p>
<p>Harwood MacKenzie PO Box 694 Redding, CA 96099 Tel: (707) 984-6181 Fax: (916) 247-1728 Art Harwood Tel: (916) 247-1727 Duncan MacKenzie</p>	<p>SmartWood</p>	<p>Manufacturer of paneling, edge glued panels, RTA furniture, finger joint blanks, cut stock, flooring, structural framing and timbers, decking and fencing. Ponderosa Pine, Redwood, Douglas Fir, White Fir.</p>
<p>Into the Woods 260 North Water Street Petaluma, CA 94592 Tel: (800) 414-8558; (707) 763-0159 Fax: (707) 769-8952 Dave Faison</p>	<p>SmartWood</p>	<p>Recycled wood, especially old growth Redwood</p>
<p>Jean Stam Property 8400 Rocky Lane SE Olympia, WA 98513 Tel: (360) 459-0946 e-mail: phrl33a@prodigy.com Jean Stam</p>	<p>SmartWood</p>	<p>Douglas Fir logs, lumber, and specialty products</p>
<p>Keith's Family Food Center P.O. Box 575 Covelo, CA 95428 Tel: (707) 983-6633 Fax: (707) 983-8147 Brian Hurt</p>	<p>SmartWood</p>	<p>Lumber: Tanoak, Madrone, Black Oak Logs: Douglas Fir, Ponderosa Pine</p>
<p>Larson Wood Products 34885 McKenzie View Drive Springfield, OR 97478 Tel: (541) 988-9155 Fax: (541) 988-9153</p>	<p>SmartWood</p>	<p>Wholesaler of plywood lumber, veneer corestock, lumber and non-timber forest products from the AMACOL source in Brazil</p>
<p>McClellan Mountain Ranch 1920 McClellan Mountain Road Bridgeville, CA 95526 Tel: (707) 777-3331</p>	<p>SmartWood</p>	<p>Douglas Fir, Tanoak, Black Oak, Madrone</p>

<p>Fax: (707) 777-3519 Dan and Robin Wojcik</p>		
<p>McKenzie Creek Ranch 29715 King Ridge Road Cazadero, CA 95421 Tel: (707) 847-3381 e-mail: tcharter@mcn.org Tanya Charter, Greg Shore</p>	<p>SmartWood</p>	<p>Manufacturer & wholesaler of lumber, logs and firewood. Douglas Fir, Redwood, Big Leaf Maple, Bay, Black Oak, White Oak, Live Oak</p>
<p>Michael Elkan Studio 22364 North Fork Road Silverton, OR 97381 Tel/Fax: (503) 873-3241</p>	<p>SmartWood</p>	<p>Hand-carved boxes, mirrors, bookends, crafts & furniture made from lesser known, tropical species as well as woods from temperate climates</p>
<p>Northern Hardwood Lumber 20 Matthew Street Santa Clara, CA 95050 Tel: (408) 727-2211 Fax: (408) 727-0215</p>	<p>SmartWood</p>	<p>Wholesaler and retailer of lumber: Chakte-Kok, Chechen ("Rosewood"), K'atalox, T'zalam ("Walnut"), Chakte Viga, Granadillo, Zirocote, Machiche *no Mahogany or Teak</p>
<p>Summit Furniture, Inc. 5 Harris Court, Bldg. W Monterey, CA 93940 Tel: (408) 375-7811 Fax: (408) 375-0940 Jeffrey Whitehead</p>	<p>SmartWood</p>	<p>Manufacturer and wholesaler of Teak furniture</p>
<p>Whitethorn Construction 545 Shelter Cove Road Whitethorn, CA 95589 Tel: (707) 986-7412</p>	<p>SmartWood</p>	<p>Redwood, Douglas fir, modest supply of Black Oak.</p>
<p>Wild Wood Hardwoods, Inc. 1055 Samoa Blvd Arcata, CA 95521 Tel: (707) 822-9541 Fax: (707) 822-8359</p>	<p>SmartWood</p>	<p>Direct importer/wholesaler of lumber from Mexico specializing in full container shipments of certified lesser known species including chakte kok, granadillo, chechen, machiche, katalex, bayo, chakte viga, siricote, tzalam, and mahogany.</p>

[[Home](#)] [[Up](#)] [[SmartWood Network](#)] [[SmartWood Suppliers](#)]

If you have questions regarding the functioning of this site,
please contact [the site manager](#).

FSC Certified Products	FSC Certified Forests	Confirm FSC Certification Status	Approved FSC Certifiers	Compare Forest Certification Systems
Return Home				Maintained By   

Certified Forest Products Cour

Note: Only North American product information currently available. Global product information will be available shortly. For sources of certified logs from anywhere in the world go to the FSC Certified Forest search.

This Product Search contains the entire scope of certified products and species companies can supply. It does not reflect the company's current inventory. Please ring each company or CFPC to confirm that listed products are currently available FSC certified.

Search Criteria: USA CA
Records Returned: 103 certified companies in 1 country

Berkeley Mills & Furniture Co.	Full Product Listing				Member
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Matches: *Country: USA State/Province: CA*

2830 7th Street
 Berkeley CA 94710
 USA
 Contact: Gene Agress
 Phone: 1-510-549-2854 Fax: 1-510-548-0865
shop@bmill.com
www.berkeley-mills.com

Certification: SW-COC-040 Chain-of-Custody, Smartwood
Date First Certified: 5/7/97 **Status:** Active

Big Creek Lumber Company	Full Product Listing				Member
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Matches: *Country: USA State/Province: CA*

3564 Highway 1
 Davenport CA 95017
 USA
 Contact: Eric Huff
 Phone: 1-831-457-5032 Fax: 1-831-423-2800
janetw@big-creek.com

Certification: SCS-COC-00002 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 7/1/96 **Status:** Active

California Cedar Products Company	Full Product Listing				Member
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Matches: *Country: USA State/Province: CA*

P.O. Box 528
 400 Fresno Avenue
 Stockton CA 95201
 USA
 Contact: Steve Wiard
 Phone: 1-209-944-5800 Fax: 1-209-944-9072
swiard@calcedar.com

www.calcedar.com

Certification: SCS-COC-00058 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 11/1/97 **Status:** Active

Earthsource (A Division of Plywood and Lumber Sales, Inc.) [Full Product Listing](#)    **Member**

Matches: *Country:* USA *State/Province:* CA

1020 Heinz Ave.
Berkeley CA 94710
USA

Contact: Larry Percivalle
Phone: 1-510-549-9663 Fax: 1-510-644-9663 Toll Free: 1-866-549-9663
selluwood@yahoo.com
www.earthsourcewood.com

Certification: SW-COC-026 Chain-of-Custody, Smartwood

Date First Certified: 4/1/97 **Status:** Active

EcoForm [Full Product Listing](#)    **Member**

Matches: *Country:* USA *State/Province:* CA

74830 Velie Way
Palm Desert CA 92260
USA

Contact: Leslie Kelly
Phone: 1-888-346-6976 Fax: 1-760-341-2693
ecoform1@aol.com
www.ecoform1.com

Certification: SCS-C-00164 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 4/1/00 **Status:** Active

EcoTimber [Full Product Listing](#)    **Member**

Matches: *Country:* USA *State/Province:* CA

1020 Heinz Ave.
Berkeley CA 94710
USA

Contact: Cael Kendall
Phone: 1-510-549-3000 Fax: 1-510-549-3001 Toll Free: 1-888-801-0855
cael@ecotimber.com
www.ecotimber.com

Certification: SW-COC-07 Chain-of-Custody, Smartwood

Date First Certified: 6/1/93 **Status:** Active

Golden State Flooring (A Division of Higgins Lumber Co.) [Full Product Listing](#)    **Member**

Matches: *Country:* USA *State/Province:* CA

240 Littlefield
San Francisco CA 94080
USA

Contact: Mike Jenness
Phone: 1-650-872-0500 Fax: 1-650-872-0719
cmcoates@aol.com

Certification: SCS-COC-00045 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 7/1/98 **Status:** Active

Harwood Products

[Full Product Listing](#)



Member

Matches: *Country:* USA *State/Province:* CA

One Main St. PO Box 224
Branscomb CA 95417
USA

Contact: Denny McEntire
Phone: 1-707-984-6181 Fax: 1-707-984-6631
dennym@harwoodp.com
www.harwoodp.com

Certification: SW-COC-013 Chain-of-Custody, Smartwood

Date First Certified: 1/1/96 **Status:** Active

Hayward Lumber

[Full Product Listing](#)



Member

Matches: *Country:* USA *State/Province:* CA

PO Box 16009
Monterey CA 93940
USA

Contact: Steve Brauneis
Phone: 1-831-643-1900 Fax: 1-831-644-7610
sbrauneis@haywardlumber.com
www.haywardlumber.com

Certification: SCS-COC-00094 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 10/1/98 **Status:** Active

Hayward Truss L.L.C (a division of Hayward Lumber)

[Full Product Listing](#)



Member

Matches: *Country:* USA *State/Province:* CA

PO Box 16009
Monterey CA 93940
USA

Contact: Steve Brauneis
Phone: 1-831-643-1900 Fax: 1-831-644-7610
sbrauneis@haywardlumber.com

Certification: SCS-COC-00128 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 8/1/99 **Status:** Active

Mendocino Forest Products - Fort Bragg Stud Mill

[Full Product Listing](#)



Member

Matches: *Country:* USA *State/Province:* CA

PO Box 489
Fort Bragg CA 95437
USA

Contact: Patrick Ricks
Phone: 1-707-962-2800 Fax: 1-707-964-8828
patrickricks@mendoco.com
www.mrc.com

Certification: SW-COC-333 Chain-of-Custody, Smartwood

Date First Certified: 7/1/00 **Status:** Active

**Mendocino Forest Products Co., LLC- Calpella & Riverside
Distribution Centers**

[Full Product Listing](#)



Member

Matches: *Country:* USA *State/Province:* CA

Capella Distribution Center
6500 Durable Mill Road
Calpella CA 95418
USA

Contact: Rod Hegler
Phone: 1-707-485-6800 Fax: 1-707-485-6821
rodhegler@mendoco.com
www.mrc.com

Certification: SCS-COC-00180 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 9/1/00 **Status:** Active

**Mendocino Forest Products- Ukiah Sawmill & Wood
Treatment**

[Full Product Listing](#)



Member

Matches: *Country:* USA *State/Province:* CA

850 Hollow Tree Road
PO Box 120
Ukiah CA 95482
USA

Contact: Doug McIsaacs
Phone: 1-707-468-1431 Fax: 1-707-964-8828
patrickricks@mendoco.com

Certification: SW-COC-353 Chain-of-Custody, Smartwood
Date First Certified: 7/1/00 **Status:** Active

Certification: SW-COC-352 Chain-of-Custody, Smartwood
Date First Certified: 7/1/00 **Status:** Active

Mendocino Redwood Company, LLC

[Full Product Listing](#)



Member

Matches: *Country:* USA *State/Province:* CA

Box 390
Calpella CA 95418
USA

Contact: Mike Jani Jr.
Phone: 1-707-485-8731 Fax: 1-707-485-7918
mikejani@mendoco.com
www.mrc.com

Certification: SCS-FM/COC-00026N Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 11/1/00 **Status:** Active

Certification: SW-FM/COC-128 Chain-of-Custody, Smartwood
Date First Certified: 12/1/00 **Status:** Active

Modulus Guitars

[Full Product Listing](#)



Member

Matches: *Country:* USA *State/Province:* CA

8 Digital Dr., Suite 101
Novato CA 94949

USA
Contact: Rich Lasner
Phone: 1-415-884-2300 Fax: 1-415-884-2373
rlasner@modulusguitars.com
www.modulusguitars.com

Certification: SCS-COC-00082 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 6/1/98 **Status:** Active

Roseburg Forest Products/Roseburg Resource Co.- CA Operation [Full Product Listing](#)    Member

Matches: *Company Name:* Roseburg Forest Products/Roseburg Resource Co.- CA Operation *Country:* USA *State/Province:* CA

PO Box 680
Weed CA 96094
USA
Contact: Mike Rice
Phone: 1-530-938-5725 Fax: 1-530-938-5490
miker@rfpco.com
www.rfpco.com

Certification: SW-FM/COC-134 Chain-of-Custody, Smartwood
Date First Certified: 1/1/01 **Status:** Active

Setzer Forest Products, Inc. [Full Product Listing](#)    Member

Matches: *Country:* USA *State/Province:* CA

2555 Third Street
Suite 200
Sacramento CA 95818
USA
Contact: Mark Kable
Phone: 1-916-442-2555 Fax: 1-916-442-4239 Toll Free: 1-800-824-8506
kable@setzerforest.com
www.setzerforest.com




Certification: SCS-C-00099 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 11/1/98 **Status:** Active

Trinity Engineering, Inc. [Full Product Listing](#)    Member

Matches: *Country:* USA *State/Province:* CA

583 Martin Avenue
Rohnert Park CA 94928
USA
Contact: Michael Johnston
Phone: 1-707-585-2959 Fax: 1-707-585-1532
michaelj@trinityengineering.com
www.trinityengineering.com

Certification: SW-COC-347 Chain-of-Custody, Smartwood
Date First Certified: 6/1/01 **Status:** Active

VIDA (a division of Architectural Forest Enterprises) [Full Product Listing](#)    Member

Matches: *Country:* USA *State/Province:* CA

3775 Bayshore Blvd.

Brisbane CA 94005
USA
Contact: Lewis Buchner
Phone: 1-415-467-4800 Fax: 1-415-467-0568 Toll Free: 1-800-483-6337
info@4vida.com
www.4vida.com

Certification: SCS-COC-00005 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 1/1/95 **Status:** Active

4importwood (A Division of D MAC Enterprises)

Matches: *Country:* USA *State/Province:* CA

933 Bellis Street
Newport Beach CA 92660
USA
Contact: Donald MacDonald
Phone: 1-949-642-7592 Fax: 1-919-642-7595
dmacusa@pacbell.net
www.4importwood.com

Certification: SCS-COC-00212 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 1/1/01 **Status:** Active

Agwood Mill and Lumber, Inc.

Matches: *Country:* USA *State/Province:* CA

PO Box 1443
Ukiah CA 95482
USA
Contact: Randy Huffman
Phone: 1-707-468-5486 Fax: 1-707-468-3821

Certification: SW-COC-332 Chain-of-Custody, Smartwood
Date First Certified: 6/1/00 **Status:** Active

Almquist Lumber

Matches: *Country:* USA *State/Province:* CA

PO Box 875
Blue Lake CA 95525
USA
Contact: Eric Almquist
Phone: 1-707-668-5652 Fax: 1-707-668-5454
almquist@tidepool.com
www.almquistlumber.com

Certification: SW-COC-386 Chain-of-Custody, Smartwood
Date First Certified: 10/1/00 **Status:** Active

American Building Supply

Matches: *Country:* USA *State/Province:* CA

8360 Elder Creek Rd
Sacramento CA 95828
USA
Contact: Ray Fletcher
Phone: 1-916-503-4100 Fax: 1-916-503-4111
ray_fletcher@abs.abs.com

Certification: SCS-COC-00356 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 11/1/01 **Status:** Active

Applied Forest Management, L.L.C.

Matches: *Country:* USA *State/Province:* CA

200 Litton Avenue, Suite 210
Grass Valley CA 95945-5037
USA
Contact: Keith Chambers
Phone: 1-530-274-6450 Fax: 1-530-274-0411
kchambers@afmlc.com
www.afmlc.com

Certification: SCS-C-00108 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 1/1/99 **Status:** Active

Arcata City Forest

Matches: *Country:* USA *State/Province:* CA

736 "F" Street
Arcata CA 95521
USA
Contact: Mark Andre
Phone: 1-707-822-8184 Fax: 1-707-822-8018
andremk@aol.com
www.tidepool.com/arcatacity/forest.html

Certification: SW-FM/COC-040 Chain-of-Custody, Smartwood
Date First Certified: 4/15/98 **Status:** Active

Ashton Industries, Inc.

Matches: *Country:* USA *State/Province:* CA

970/972 W. Foothill Blvd.
Azusa CA 91702
USA
Contact: Natalie Wang
Phone: 1-626-815-8888 Fax: 1-626-815-0043
Natalie@qsmdoors.com

Certification: SCS-C-00184 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 9/1/00 **Status:** Active

Baskins Forest Products

Matches: *Country:* USA *State/Province:* CA

PO Box 8279
Red Bluff CA 96080
USA
Contact: Jeff Niswonger
Phone: 1-619-463-3977 Fax: 1-619-463-3982
bfp@tco.net.or
www.baskinsforestproducts.com

Certification: SCS-COC-00195 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 10/1/00 **Status:** Active

Beronio Lumber Company

Matches: *Country: USA State/Province: CA*

2525 Marin Street
San Francisco CA 94124
USA

Contact: Mike Casassa
Phone: 1-415-824-4300 Fax: 1-415-824-3706

Certification: SW-COC-217 Chain-of-Custody, Smartwood
Date First Certified: 11/15/99 **Status:** Active

Blencowe Managed Forest Lands

Matches: *Country: USA State/Province: CA*

Harwood Products
One Main St.
Branscomb CA 95417
USA

Contact: Craig Blencowe
Phone: 1-707-984-6181 Fax: 1-707-984-6631
harwood@harwoodp.com

Certification: SW-FM/COC-09 Chain-of-Custody, Smartwood
Date First Certified: 1/1/96 **Status:** Active

Blue Lake Forest Products

Matches: *Country: USA State/Province: CA*

PO Box 1176
Arcata CA 95518
USA

Contact: Bruce M Taylor Sr.
Phone: 1-707-822-2968 Fax: 1-707-822-4406
btaylor@humboldt1.com

Certification: SW-COC-230 Chain-of-Custody, Smartwood
Date First Certified: 10/15/99 **Status:** Active

Burgess Lumber

Matches: *Country: USA State/Province: CA*

8800 West Road
PO Box 200
Redwood Valley CA 95470
USA

Contact: Lee Burgess
Phone: 1-707-485-8072 Fax: 1-707-485-8072
burgessl@pacific.net

Certification: SCS-COC-00243 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 3/1/01 **Status:** Active

Burro Brand

Matches: *Country: USA State/Province: CA*

PO Box 3324
La Mesa CA 91944
USA

Contact: Jim Frey

Phone: 619-465-0520 Fax: 619-461-2876
jim@burrobrand.com

Certification: SW-COC-566 Chain-of-Custody, Smartwood
Date First Certified: 10/1/01 **Status:** Active

California Redwood Products

Matches: *Country:* USA *State/Province:* CA

342 South Second Avenue
938
San Bernadino CA 92408
USA

Contact: Frank Kams
Phone: 1-909-382-0047 Fax: 1-909-382-7977
frankjcalredwood@aol.com

Certification: SW-COC-271 Chain-of-Custody, Smartwood
Date First Certified: 4/15/00 **Status:** Active

Capital Lumber Company

Matches: *Country:* USA *State/Province:* CA

13480 Old Redwood Highway
Healdsburg CA 95448
USA

Contact: Micheal Darby
Phone: 1-707-433-7070 Fax: 1-707-433-1018
capital@pcslink.com
www.capital-lumber.com

Certification: SW-COC-231 Chain-of-Custody, Smartwood
Date First Certified: 12/15/99 **Status:** Active

Cherokee Wood Products, Inc.

Matches: *Country:* USA *State/Province:* CA

1400 East Arrow Hwy.
Upland CA 91786
USA

Contact: Angelo DiMario
Phone: 1-909-920-5430 Fax: 1-909-920-5059
adimario@tstonramp.com

Certification: SCS-COC-00319 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 9/1/01 **Status:** Active

Diversified Hardwoods Corporation

Matches: *Country:* USA *State/Province:* CA

12900 Brookprinter Place
Suite 600
Poway CA 90264
USA

Contact: Angela Caspers
Phone: 1-858-748-9669 Fax: 1-858-748-1972

Certification: SW-COC-434 Chain-of-Custody, Smartwood
Date First Certified: 1/1/01 **Status:** Active

Diversified Wood Products Company

Matches: *Country: USA State/Province: CA*

8500 East Road, Bldg. 40
PO Box 780
Redwood Valley CA 95470
USA

Contact: Bruce Burns
Phone: 1-707-485-5718 Fax: 1-707-485-5718

Certification: SCS-COC-00244 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 3/1/01 **Status:** Active

Dorris Lumber & Moulding Company

Matches: *Country: USA State/Province: CA*

2601 Redding Avenue
Sacramento CA 95820
USA

Contact: Dennis Murcko
Phone: 1-916-452-7531 Fax: 1-916-452-3016
dennismurcko@dorrismoulding.com
www.dorrismoulding.com

Certification: SCS-COC-00208 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 12/1/00 **Status:** Active

E.J. Louie & Sons

Matches: *Country: USA State/Province: CA*

5208 East Louie Road
Montague CA 96064
USA

Contact: Tim Louie
Phone: 1-530-842-5368 Fax: 1-530-459-1326

Certification: SW-FM/COC-055 Chain-of-Custody, Smartwood

Date First Certified: 10/1/98 **Status:** Active

East-West Forestry & Associates, Inc.

Matches: *Country: USA State/Province: CA*

PO Box 276
Inverness CA 94937
USA

Contact: Thomas Gaman
Phone: 1-415-669-7100 Fax: 1-415-669-7267
tgaman@forestdata.com
www.forestdata.com

Certification: SW-FM/COC-131 Chain-of-Custody, Smartwood

Date First Certified: 11/1/00 **Status:** Active

Edward A. Tunheim, Consulting Forester

Matches: *Country: USA State/Province: CA*

303 Potrero #42-202
Santa Cruz CA 95060
USA

Contact: Edward A Tunheim
Phone: 1-831-426-6415 Fax: 1-831-426-6485
tunheim@got.net

Certification: SW-FM/COC-039 Chain-of-Custody, Smartwood
Date First Certified: 4/1/98 **Status:** Active

Eel River Sawmills

Matches: *Country:* USA *State/Province:* CA

1053 Northwestern Avenue
Fortuna CA 95540
USA

Contact: Rick Steed
Phone: 1-707-725-6911 Fax: 1-707-725-9041
erssafety@aol.com

Certification: SW-COC-151 Chain-of-Custody, Smartwood
Date First Certified: 5/1/99 **Status:** Active

EL & EL Wood Products Corp.

Matches: *Country:* USA *State/Province:* CA

6011 Schaefer
Chino CA 91710-7043
USA

Contact: Marcia Watterson
Phone: 1-909-548-6219 Fax: 1-909-454-6434
marcia_elel@hotmail.com
www.elandelwoodproducts.com

Certification: SCS-COC-00294 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 5/1/01 **Status:** Active

Escon Corporation

Matches: *Country:* USA *State/Province:* CA

7222 East Gage Avenue
Commerce CA 90040
USA

Contact: Hubert J Yen
Phone: 1-562-927-3456 Fax: 1-562-927-3030
gerry@escondoor.com
www.escondoor.com

Certification: SW-COC-492 Chain-of-Custody, Smartwood
Date First Certified: 4/1/01 **Status:** Active

Essential Way, Inc.

Matches: *Country:* USA *State/Province:* CA

PO Box 721
La Honda CA 94020
USA

Contact: Greg Speckhart
Phone: 1-650-747-1104 Fax: 1-650-747-9366
ewayinc@yahoo.com

Certification: SW-COC-102 Chain-of-Custody, Smartwood

Date First Certified: 1/15/99 **Status:** Active

Forest Management Associates

Matches: *Country:* USA *State/Province:* CA

PO Box 931
Laytonville CA 95454
USA
Contact: Brian Talbert
Phone: 1-707-984-6087 Fax: 1-707-984-6087
forestry@mcn.org

Certification: SW-FM/COC-081 Chain-of-Custody, Smartwood
Date First Certified: 6/15/99 **Status:** Active

Forest, Soil & Water (FSW)

Matches: *Country:* USA *State/Province:* CA

Box 1802
Healdsburg CA 95448
USA
Contact: Fred Euphrat
Phone: 1-707-433-5544 Fax: 1-707-433-9449
woodrat@monitor.net

Certification: SW-FM/COC-044 Chain-of-Custody, Smartwood
Date First Certified: 5/1/98 **Status:** Active

Gilley Wood

Matches: *Country:* USA *State/Province:* CA

8500 East Road, Bldg. 45
PO Box 758
Redwood Valley CA 95470
USA
Contact: Tom Gilley
Phone: 1-707-485-7811 Fax: 1-707-485-7811

Certification: SCS-COC-00242 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 3/1/01 **Status:** Active

Golden State Lumber

Matches: *Country:* USA *State/Province:* CA

150 South Napa Junction Road
American Canyon CA 94589
USA
Contact: Rick Zaslove
Phone: 1-707-648-7000 Fax: 1-707-648-0934

Certification: SW-COC-473 Chain-of-Custody, Smartwood
Date First Certified: 3/1/01 **Status:** Active

Haley Bros., Inc.

Matches: *Country:* USA *State/Province:* CA

2651 Roosevelt Street
Stockton CA 95205
USA
Contact: John Jenkins

Phone: 1-209-948-5358 Fax: 1-800-894-2209 Toll Free: 1-800-521-1551
john_jenkins@haleybros.com
www.haleybros.com

Certification: SCS-COC-00337 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 9/1/01 **Status:** Active

Hardwoods, Inc. of Northern California

Matches: *Country:* USA *State/Province:* CA

5874 Brisa Street
Livermore CA 94550-9274
USA
Contact: Pat Rice
Phone: 1-925-455-5858 Fax: 1-925-455-1727

Certification: SCS-COC-00144 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 12/1/99 **Status:** Active

Heppner Harwoods, Inc.

Matches: *Country:* USA *State/Province:* CA

555 West Danlee Street
Azusa CA 91702
USA
Contact: Brent Heppner
Phone: 1-626-969-7983 Fax: 1-626-969-8321
lorraine@heppnerhardwoods.com
www.heppnerhardwoods.com

Certification: SW-COC-301 Chain-of-Custody, Smartwood
Date First Certified: 4/15/00 **Status:** Active

Hoopa Valley Tribe

Matches: *Country:* USA *State/Province:* CA

PO Box 368
Hoopa CA 95546
USA
Contact: Nolan Colegrove
Phone: 1-530-625-4284 Fax: 1-530-625-4230
billw@pcweb.net

Certification: SW-FM/COC-068 Chain-of-Custody, Smartwood
Date First Certified: 4/15/99 **Status:** Active

I and E Lath Mill, Inc.

Matches: *Country:* USA *State/Province:* CA

PO Box 9
Philo CA 95466
USA
Contact: Andy J Crabb
Phone: 1-707-895-3380 Fax: 1-707-895-2400
andycrabb@yahoo.com

Certification: SW-COC-436 Chain-of-Custody, Smartwood
Date First Certified: 2/1/01 **Status:** Active

J.E. Higgins Lumber Co.

Matches: *Country: USA State/Province: CA*

25653 Gateway Blvd.
Tracy CA 95376
USA

Contact: Lloyd Peverell
Phone: 1-209-833-8833 Fax: 1-209-833-4634
peverell@higlum.com
www.higlum.com

Certification: SCS-C-00045 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 8/1/97 **Status:** Active

James L. Able Forestry Consultants

Matches: *Country: USA State/Province: CA*

1410 Second St.
Eureka CA 95501
USA

Contact: James L Able
Phone: 1-707-445-4130 Fax: 1-707-445-9478

Certification: SW-FM/COC-059 Chain-of-Custody, Smartwood

Date First Certified: 7/15/98 **Status:** Active

Jefferson State Forest Products

Matches: *Country: USA State/Province: CA*

PO Box 216
Hayfork CA 96041
USA

Contact: Jim Jungwirth
Phone: 1-530-628-4206 Fax: 1-530-628-5100
jsfp@hayfork.net

Certification: SW-COC-290 Chain-of-Custody, Smartwood

Date First Certified: 4/1/00 **Status:** Active

Kan Property

Matches: *Country: USA State/Province: CA*

PO Box 515
Redway CA 95560
USA

Contact: Forrest Kan
Phone: 1-707-923-9384

Certification: SW-FM/COC-030 Chain-of-Custody, Smartwood

Date First Certified: 11/1/97 **Status:** Active

Kingman Products, Inc.

Matches: *Country: USA State/Province: CA*

550 Center Street
Morago CA 94556
USA

Contact: Benny Ho
Phone: 1-925-377-1800 Fax: 1-925-377-1833
benny@kingmanproducts.com

www.kingmanproducts.com

Certification: SW-COC-521 Chain-of-Custody, Smartwood
Date First Certified: 6/1/01 **Status:** Active

Lane Stanton Vance Lumber Company

Matches: *Country:* USA *State/Province:* CA

PO Box 92650
City of Industry CA 91715-2650
USA
Contact: Lynn Monthaven
Phone: 1-626-968-8331 Fax: 1-626-336-4460
sales@lsvlumber.com
www.lsvlumber.com

Certification: SW-COC-302 Chain-of-Custody, Smartwood
Date First Certified: 5/1/00 **Status:** Active

Lewis Hyman, Inc.

Matches: *Country:* USA *State/Province:* CA

860 E. Sandhill Ave.
Carson CA 90746
USA
Contact: Victor Cuda
Phone: 1-310-532-5700 Fax: 1-310-715-8050
Vcuda@LewisHymanInc.com
www.LewisHymanInc.com

Certification: SCS-COC-00341 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 9/1/01 **Status:** Active

Main Door Corporation

Matches: *Country:* USA *State/Province:* CA

109 West 134th Street
Los Angeles CA 90061
USA
Contact: Miguel M Pinheiro
Phone: 1-310-515-3667 Fax: 1-310-323-8269
maindoor@pacbell.net

Certification: SW-COC-491 Chain-of-Custody, Smartwood
Date First Certified: 4/1/01 **Status:** Active

Mark Andre RPF

Matches: *Country:* USA *State/Province:* CA

2246 Western Avenue
Arcata CA 95521
USA
Contact: Mark Andre
Phone: 1-707-822-8452 Fax: 1-707-822-8018
andremk@aol.com

Certification: SW-FM/COC-072 Chain-of-Custody, Smartwood
Date First Certified: 5/15/99 **Status:** Active

Matthews Four Seasons

Matches: *Country: USA State/Province: CA*

6677 East Hardaway Road
Stockton CA 95215
USA

Contact: Gus Prouty
Fax: 1-209-931-1786 Toll Free: 1-800-755-1757
gprouty@matthewsfourseasons.com
www.matthewsfourseasons.com

Certification: SCS-COC-00264 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 8/1/01 **Status:** Active

McClellan Mountain Ranch

Matches: *Country: USA State/Province: CA*

1920 McClellan Mountain Rd.
Bridgeville CA 95526
USA

Contact: Robin Wojcik
Phone: 1-707-777-3331 Fax: 1-707-777-3519
rwojck@saber.net

Certification: SW-FM/COC-08 Chain-of-Custody, Smartwood
Date First Certified: 4/4/95 **Status:** Active

Mike Jani

Matches: *Country: USA State/Province: CA*

535 38th Avenue
Santa Cruz CA 95062
USA

Contact: Mike Jani
Phone: 1-831-479-9414
mikejani@mendoco.com

Certification: SCS-C-00054 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 10/1/97 **Status:** Active

Mount Storm Forest Products, Inc.

Matches: *Country: USA State/Province: CA*

7890 Bell Road
Windsor CA 95492
USA

Contact: Perry Alibrio
Phone: 1-707-838-3177 Fax: 1-707-838-4413
edmsfp@aol.com
www.mountstormforestproducts.com

Certification: SCS-COC-00314 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 7/1/01 **Status:** Active

Pacific States Industries/Redwood Empire Sawmill & Wholesale

Matches: *Country: USA State/Province: CA*

PO Box 156
26800 Asti Road
Cloverdale CA 95425

USA

Contact: Jason Goldberg
Phone: 1-707-894-4241 Fax: 1-707-894-5390
jgoldberg@pacificstates.com

Certification: SW-COC-482 Chain-of-Custody, Smartwood
Date First Certified: 3/1/01 **Status:** Active

Certification: SW-COC-483 Chain-of-Custody, Smartwood
Date First Certified: 3/1/01 **Status:** Active

Parquet by Dian

Matches: *Country:* USA *State/Province:* CA

13530 S. Budlong Avenue
Gardena CA 90247-2030
USA
Contact: Anatoli Efros
Phone: 1-310-527-3779 Fax: 1-310-527-4322
pbd@parquet.com
parquet.com

Certification: SW-COC-565 Chain-of-Custody, Smartwood
Date First Certified: 10/1/01 **Status:** Active

Perry Gulch Ranch

Matches: *Country:* USA *State/Province:* CA

PO Box 297
Boonville CA 95415
USA
Contact: Mike Howell
Phone: 1-707-895-3871 Fax: 1-707-895-3538
jhunter@pacific.net

Certification: SW-FM/COC-141 Chain-of-Custody, Smartwood
Date First Certified: 4/1/01 **Status:** Active

Phil Nemir

Matches: *Country:* USA *State/Province:* CA

PO Box 1717
Susanville CA 96130
USA
Contact: Phil Nemir
Phone: 1-53-2572294 Fax: 1-530-257-2294
philnemir@hotmail.com

Certification: SCS-FM/COC-00033GN Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 8/1/01 **Status:** Active

Progressive Hardwoods

Matches: *Country:* USA *State/Province:* CA

1022 West 24th Street
Suite 130
National City CA 91950
USA

Contact: Mike Born
Phone: 1-619-336-9260 Fax: 1-619-336-9265
sales@progressivehardwoods.com
www.progressivehardwoods.com

Certification: SW-COC-391 Chain-of-Custody, Smartwood
Date First Certified: 10/1/00 **Status:** Active

Redtree Properties, LP

Matches: *Country:* USA *State/Province:* CA

100 Ponderosa Court
Santa Cruz CA 95060
USA

Contact: Jim Greig
Phone: 1-831-427-1900 Fax: 1-831-427-1998
diane@redtreeproperties.com
www.redtreeproperties.com

Certification: SW-FM/COC-057 Chain-of-Custody, Smartwood
Date First Certified: 9/15/98 **Status:** Active

Restoration Forestry Inc.

Matches: *Country:* USA *State/Province:* CA

1593 Old Briceland Road
Garberville CA 95542
USA

Contact: Tim Metz
Phone: 1-707-923-4025
timmetz@asis.com

Certification: SW-FM/COC-082 Chain-of-Custody, Smartwood
Date First Certified: 6/15/99 **Status:** Active

Robert Whittaker Family Property

Matches: *Country:* USA *State/Province:* CA

10 East Valley Rd.
PO Box 66
Willits CA 95417
USA

Contact: Mervin Gamble
Phone: 1-707-459-5595 Fax: 1-707-459-9364

Certification: SW-FM/COC-051 Chain-of-Custody, Smartwood
Date First Certified: 5/15/98 **Status:** Active

Sierra Cedar Products

Matches: *Country:* USA *State/Province:* CA

1401 Melody Rd.
Marysville CA 95901
USA

Contact: Tony Simms
Phone: 1-530-741-8090 Fax: 1-530-741-8326
tsims@main.gv.net

Certification: SCS-COC-00322 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 8/1/01 **Status:** Active

Siskiyou Forest Products

Matches: *Country:* USA *State/Province:* CA

PO Box 811
6275 Highway 273
Anderson CA 96007-0811
USA

Contact: Darren Duchi
Phone: 1-530-378-6980 Fax: 1-530-378-6987 Toll Free: 1-800-427-8253
darrenduchi@hotmail.com

Certification: SW-COC-523 Chain-of-Custody, Smartwood

Date First Certified: 6/1/01 **Status:** Active

Siskiyou Lumber Products

Matches: *Country:* USA *State/Province:* CA

PO Box 2000
22 North Pioneer
Woodland CA 95776-2000
USA

Contact: Clarke Wheeler
Phone: 1-530-666-1991 Fax: 1-530-666-0403 Toll Free: 1-800-695-0210

Certification: SW-COC-474 Chain-of-Custody, Smartwood

Date First Certified: 3/1/01 **Status:** Active

Smith & Hawken

Matches: *Country:* USA *State/Province:* CA

Hangar No. 4
Hamilton Landing
Novato CA 94949
USA

Contact: Thomas Stewart
Phone: 1-415-506-3700 Fax: 1-415-506-3903 Toll Free: 1-800-776-3336
thomas.stewart@smithandhawken.com
www.smithandhawken.com

Certification: SW-COC-05 Chain-of-Custody, Smartwood

Date First Certified: 5/15/98 **Status:** Active

Snavely International

Matches: *Country:* USA *State/Province:* CA

131 Steuart Street
Suite 205
San Francisco CA 94105
USA

Contact: Ben Sotuyo
Phone: 1-415-543-4002 Fax: 1-415-543-3820
bsotuyo@snavelyforest.com
www.snavelyforest.com

Certification: SCS-COC-00276 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 5/1/01 **Status:** Active

Standard Structures

Matches: *Country: USA State/Province: CA*

P.O. Box K
Santa Rosa CA 95402
USA

Contact: Mark Mendoza
Phone: 1-707-544-2982 Fax: 1-707-544-2994 Toll Free: 1-800-862-4936
ssi@standardstructures.com
www.standardstructures.com

Certification: SW-COC-084 Chain-of-Custody, Smartwood
Date First Certified: 7/15/98 **Status:** Active

Staub Forestry and Environmental Consulting

Matches: *Country: USA State/Province: CA*

6010 Highway 9, Suite #6
Felton CA 95018
USA

Contact: Steve Staub
Phone: 1-831-335-1452 Fax: 1-831-335-1462
staubtre@pacbell.net

Certification: SCS-C-00079 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 5/1/98 **Status:** Active

Stephen Marshall, Cabinetmaker

Matches: *Country: USA State/Province: CA*

P.O. Box 204
68 Drake Summit
Point Reyes CA 94956
USA

Contact: Stephen Marshall
Phone: 1-415-663-1061 Fax: 1-415-663-1800
delmar@syn.net

Certification: SW-COC-206 Chain-of-Custody, Smartwood
Date First Certified: 10/15/99 **Status:** Active

Sunset Moulding Company

Matches: *Country: USA State/Province: CA*

P.O. Box 326
Yuba City CA 95992
USA

Contact: Mark Westlake
Fax: 1-530-695-2560 Toll Free: 1-800-824-5888
Sales@sunsetmoulding.com
www.sunsetmoulding.com

Certification: SCS-COC-00177 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 7/1/00 **Status:** Active

Tali-Pak

Matches: *Country: USA State/Province: CA*

81 Hwy. 175
PO Box 175

Hopland CA 95449
USA
Contact: Steve Bruner
Phone: 1-707-744-1103 Fax: 1-707-744-1109
I8021@aol.com

Certification: SCS-COC-00240 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 3/1/01 **Status:** Active

Taraca Pacific, Inc.

Matches: *Country:* USA *State/Province:* CA

660 Sacramento Street
Suite 200
San Francisco CA 94111-2527
USA
Contact: Kur Antono
Phone: 1-415-765-0422 Fax: 1-415-765-0447

Certification: SW-COC-471 Chain-of-Custody, Smartwood
Date First Certified: 3/1/01 **Status:** Active

The Kelleher Corporation

Matches: *Country:* USA *State/Province:* CA

10205 San Sevaine Way
Mira Loma CA 91752
USA
Contact: Bill Finetti
Phone: 1-909-360-1880 Fax: 1-909-685-6794
billfinetti@kelleher.com
www.kellehercorp.com

Certification: SCS-COC-00161 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 3/1/00 **Status:** Active

The Wood Mill

Matches: *Country:* USA *State/Province:* CA

2010-A Industrial Road
Ukiah CA 95482
USA
Contact: Keith McWilliams
Phone: 1-707-468-7967 Fax: 1-707-468-7967

Certification: SCS-COC-00241 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 3/1/01 **Status:** Active

Thunderbird Moulding Company

Matches: *Country:* USA *State/Province:* CA

8180 Industrial Park Way
Sacramento CA 95824
USA
Contact: Richard Smallridge
Phone: 916-381-4200 Fax: 916-379-6353
richard@tbirdmld.com

Certification: SCS-COC-00330 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 8/1/01 **Status:** Active

Unity Forest Products

Matches: *Country:* USA *State/Province:* CA

PO Box 1849
Yuba City CA 95992
USA
Contact: Enita Elphick
Phone: 1-530-671-7152 Fax: 1-530-671-7357 Toll Free: 1-800-248-4940
enita@unityforest.com
www.unityforest.com

Certification: SCS-C-00178 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 8/1/00 **Status:** Active

Universal Forest Products - Riverside

Matches: *Country:* USA *State/Province:* CA

PO Box 3589
2100 Avalon St.
Riverside CA 92519-3589
USA
Contact: Joe McGuire
Phone: 1-909-826-3000 Fax: 1-909-826-3013
jmcguire@ufpi.com
www.universalforestproducts.com

Certification: SW-COC-580 Chain-of-Custody, Smartwood

Date First Certified: 11/1/01 **Status:** Active

W.M. Beaty & Associates, Inc.- Red River Forests Partnership

Matches: *Country:* USA *State/Province:* CA

c/o W.M. Beaty and Associates, Inc.
PO Box 990898
Redding CA 96099-0898
USA
Contact: Don Beaty
Phone: 1-530-243-2783 Fax: 1-530-243-2900

Certification: SCS-C-00183 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 9/1/00 **Status:** Active

W.M. Beaty & Associates, Inc.- Shasta Forests

Matches: *Country:* USA *State/Province:* CA

PO Box 990898
Redding CA 96099-0898
USA
Contact: Don Beaty
Phone: 1-530-243-2783 Fax: 1-530-243-2900

Certification: SCS-C-00182 Chain-of-Custody, Scientific Certification Systems (SCS)

Date First Certified: 9/1/00 **Status:** Active

Western Dovetail, Inc.

Matches: *Country:* USA *State/Province:* CA

21877 Eighth Street, East

P.O. Box 205
Sonoma CA 95476
USA
Contact: Maxfield Hunter
Phone: 1-707-938-9175 Fax: 1-707-938-4584 Toll Free: 1-800-800-DOVE
max@vom.com
www.drawer.com

Certification: SW-COC-077 Chain-of-Custody, Smartwood
Date First Certified: 7/15/98 **Status:** Active

Western Woods, Inc./Keene Industries, A Division of Western Woods

Matches: *Country:* USA *State/Province:* CA

275 Sikorsky Avenue
PO Box 4402
Chico CA 95973-9049
USA
Contact: Patty Ryther
Phone: 1-530-343-5821 Fax: 1-530-894-8601 Toll Free: 1-800-822-8157
P_ryther@pacbell.net

Certification: SCS-COC-00204 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 12/1/00 **Status:** Active

Whitethorn Construction

Matches: *Country:* USA *State/Province:* CA

PO Box 400
545 Shelter Cove Road
Whitethorn CA 95589
USA
Contact: Ken Forden
Phone: 1-707-986-7412 Fax: 1-707-986-7413
kforden@whitethornconstruction.com
www.whitethornconstruction.com

Certification: SW-COC-019 Chain-of-Custody, Smartwood
Date First Certified: 1/15/96 **Status:** Active

Wild Iris Forest Products

Matches: *Country:* USA *State/Province:* CA

Inst. for Sustainable Forestry
PO Box 1580
Redway CA 95560
USA
Contact: John Rogers
Phone: 1-707-247-1101 Fax: 1-707-247-3555
isf@pacific.net

Certification: SW-COC-263 Chain-of-Custody, Smartwood
Date First Certified: 2/1/00 **Status:** Active

Willits Redwood Company, Inc.

Matches: *Country:* USA *State/Province:* CA

220 Franklin Ave.
Willits CA 95490

USA
Contact: Bruce Burton
Phone: 1-707-459-4549 Fax: 1-707-459-0775
wlltsrwd@sonic.net

Certification: SW-COC-568 Chain-of-Custody, Smartwood
Date First Certified: 11/1/01 **Status:** Active

Windsor Mill

Matches: *Country:* USA *State/Province:* CA

661 Railroad Avenue
Willits CA 95490
USA
Contact: Kevin Platte
Phone: 1-707-459-4621 Fax: 1-707-459-1018
kdplatte@windsormill.com
www.windsormill.com

Certification: SW-COC-496 Chain-of-Custody, Smartwood
Date First Certified: 5/1/01 **Status:** Active

Woodcraft-Group, Inc.

Matches: *Country:* USA *State/Province:* CA

2514 Exeter Square
Sacramento CA 95825-6476
USA
Contact: Kevin Robinson
Phone: 1-916-485-1595 Fax: 1-734-448-7686
kevin@woodcraft-group.com
www.woodcraft-group.com

Certification: SCS-COC-00353 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 11/1/01 **Status:** Active

Woodland Products Co., Inc.

Matches: *Country:* USA *State/Province:* CA

1480 Grand Avenue
Pomona CA 91766
USA
Contact: Rob Robertson
Phone: 1-909-623-3434 Fax: 1-909-622-2042
woodlandinc@earthlink.net

Certification: SCS-COC-00309 Chain-of-Custody, Scientific Certification Systems (SCS)
Date First Certified: 6/1/01 **Status:** Active

Woodshanti

Matches: *Country:* USA *State/Province:* CA

1485 Bayshore Boulevard, #149
San Francisco CA 94124
USA
Contact: Shawn Berry
Phone: 1-415-656-0177 Fax: 1-415-656-0178
woodshanti@hotmail.com

Certification: SW-COC-453 Chain-of-Custody, Smartwood
Date First Certified: 2/1/01 **Status:** Active

Wylatti Timber Management Company, Ltd.

Matches: *Country:* USA *State/Province:* CA

Box 575

Covelo CA 95428

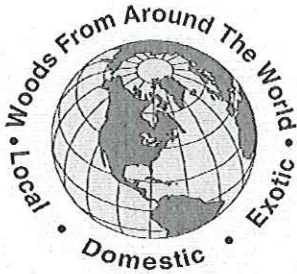
USA

Contact: Brian K Hurt

Phone: 1-707-983-6633 Fax: 1-707-983-8147

Certification: SW-FM/COC-012 Chain-of-Custody, Smartwood
Date First Certified: 6/14/99 **Status:** Active

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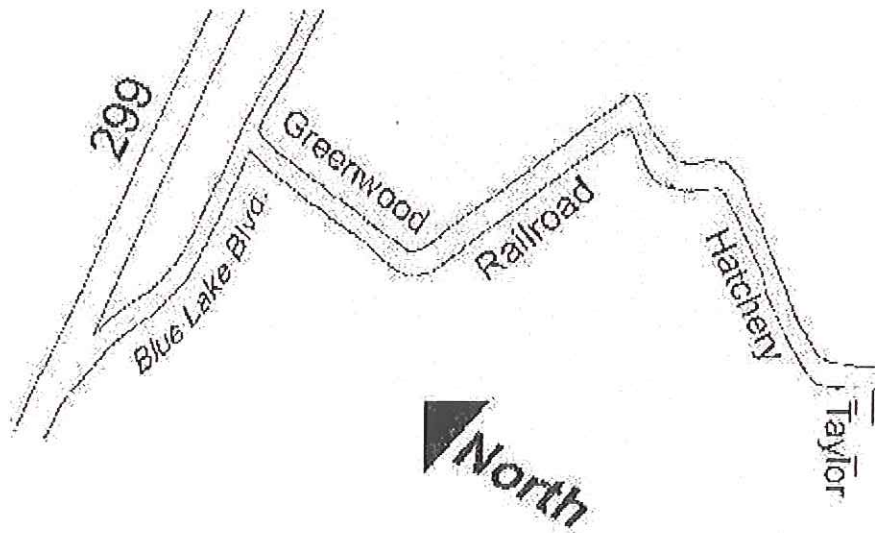
Almquist lumber company

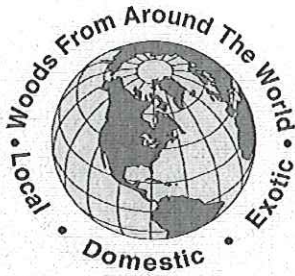
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100 Taylor Way · P.O. Box 875
Blue Lake, CA 95525-0875
Phone (707) 668-5652 · Fax (707) 668-5454
www.almquistlumber.com

Almquist Lumber Co. is located northwestern California, just north of Eureka (Humboldt County). The town of Blue Lake is about 4 miles east of Arcata. Take Highway 101 north to Hwy 299 and head east about 4 miles. Take the Blue Lake exit and you'll be on Blue Lake Blvd. Follow the map to Almquist Lumber. We're at 100 Taylor Way, in the Industrial Park.





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Practical Conservation Through Certified Forestry

Almquist Lumber Co. is certified for chain of custody by SmartWood. Almquist Lumber markets both certified and noncertified wood products. Wood products certified by SmartWood are recognized as coming from "well-managed" forests adhering to strict environmental and socioeconomic standards in accordance with the Principles and Criteria of the Forest Stewardship Council (FSC).

We have available the following FSC Certified Forest Products:

1/4" Wht Maple A4 70% Cert.
 3/4" Wht Maple 70% Cert.

4/4" Hard Maple 1C&Btr Unsel. S2S
 4/4" Chechen

Doug Fir 2x4x8 #1 & Better, S4S
 Doug Fir 2x6x12 #1 & Better, S4S
 Doug Fir 2x CMG Rough Green

Redwood 2x6 Rough B Hrt Dry
 Redwood 2x6 S4S B Hrt Dry

Redwood 2x4 Con Hrt S4S
 Redwood 2x6 Con Hrt S4S

Redwood 2x6 B Hrt S4S Grn
 Redwood 4x4 Con Hrt S4S Grn
 Redwood-Smartwood Rediscovered

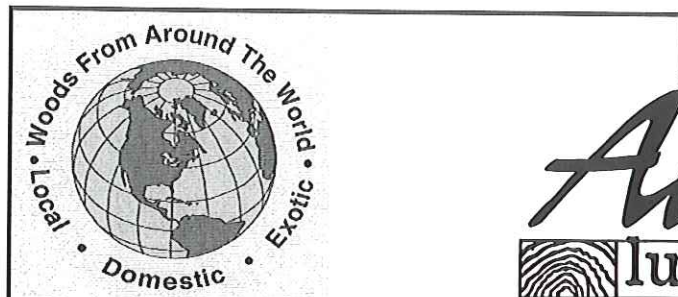
Other woods available upon request.

Certificate Registration Code: SW-COC-386

Almquist Lumber Co. is certified by SmartWood as a producer of REDISCOVERED WOOD products. Almquist Lumber sells products made from reused, recycled, reclaimed, and salvaged wood.

SmartWood is a program of the Rainforest Alliance. This certification was conducted in collaboration with Institute for Sustainable Forestry, a member of the SmartWood Network.

Certificate Registration Code Number: SW-RW-025



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 Blue Lake, CA 95525-0875
 Phone (707) 668-5652 • Fax (707) 668-5454
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Almquist Lumber Co. carries the following kiln dried lumber for your woodworking, cabinetry, and finish carpentry projects.

- [Contact Us](#)

- **LOCAL WOODS** - Alder, Black Oak, Madrone, Tan Oak, Oregon White Oak, Myrtlewood (Pepperwood), Redwood, California Claro Walnut, Western Red Cedar, Yew.

- **DOMESTIC WOODS** - Ash, Basswood, Beech, Birch, Butternut, Tennessee Aromatic Cedar, Cherry, Fir, Hickory, Maple, Pine, Poplar, Red Oak, Walnut, White Oak.

- **EXOTIC WOODS** - Andiroba, Bayo, Bloodwood, Bocote, Bubinga, Spanish Cedar, Chaktekok, Chechen, Chicozapote, Cocobolo, Ebony, Fishtail Oak, Ironbark, Ipe, Jabin, Jarrah, Jatoba, Katalox, Kingwood, Koa, Lacewood, Lignum Vitae, African Mahogany, Honduran Mahogany, Machiche, Narra, Obeche, Pau Ferro, African Paduak, Peruvian Walnut, Purpleheart, Brazilian Rosewood, Satinwood, Snakewood, Teak, Vesi, Wenge, Yaka, Zebrawood.

MARINE LUMBER

Ipe, African Mahogany, Purpleheart, Teak, Oregon White Oak, Doug Fir (Air Dried)

Local Artisans

Humboldt County has many experienced fine woodworkers. The Humboldt Woodworker's Guild has examples of their work using some of our wood.

Appendix F: CSU Policy and Procedures



The
California
State
University

Office of the Chancellor

**Procedure Guide and
Design Requirements
for Architects & Engineers**

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Executive Summary

The purpose of these guidelines is to strengthen the educational mission of the CSU by developing facilities that enhance the learning, working, and living environment of the occupants. These guidelines are intended to promote a comprehensive design approach and encourage innovation and creative solutions from the entire multi-discipline design team. This process requires life cycle cost analysis and basis of design reports of key building systems to support the Universities ability to make appropriate choices in satisfy the myriad demands that are part of any University facility development project.

The following characteristics are crucial components of a CSU building:

Design Quality

CSU facilities are part of an academic community that must serve the educational needs of California for generations. Projects must be sensitive to their environmental context and enhance their surroundings. Their materials and configuration must conform to established campus design standards. They should contain and develop spaces conducive to academic collegiality and community.

Building Flexibility

University buildings undergo many changes during their lifetime. Program needs, space assignments, need for services, and other concerns drive renovation and reconfiguration needs. The flexibility to incorporate change needs to be built into the project.

Minimize Total Lifecycle Costs

The CSU will own the facilities being developed on their behalf for their entire life cycle. These must provide an appropriate setting for their educational purpose for decades. These facilities need to be built to minimize the total cost of ownership, and not simply the lowest initial cost.

Energy Usage

Energy efficiency is an important component in the effort to minimize the total cost of ownership. CSU projects should exceed the energy code requirements and standards (i.e., Title 24, ASHRAE 90.1) to minimize total life cycle cost.

Where particular spaces are exempt from Title 24 requirements due to programmatic concerns (e.g. wet labs) all building systems and other spaces not directly impacted by the program concerns must be fully compliant with Title 24.

Building Maintenance

Building systems and equipment should be efficient in operation and be configured to be accessible for maintenance, repair, or replacement with minimal disturbance to occupied spaces. Ease of operation should be considered when selecting building systems.

1. GENERAL PROVISIONS

This Procedure Guide describes the responsibilities of the Project Architect or Project Engineer, hereafter referred to as the Design Professional, under the terms of the Trustees' Project Architect and Project Engineer Agreements. Submittal requirements as shown are minimum requirements. The design professional remains fully responsible for providing a complete and professional design and construction documents sufficient for any qualified contractor to construct the facility.

1.1 CONSTRUCTION BUDGET

Throughout the Project, and in accordance with the Project Agreement, the Design Professional is expected to keep the Project Cost within the Construction Budget and is required to periodically submit a current Estimated Project Construction Cost to verify that the Project is within the Construction Budget.

1.2 APPLICABLE CODES, RULES & REGULATIONS

1.2.1 Code Requirements

It is Design Professional's responsibility to design the Project in compliance with applicable requirements of federal and state laws, codes, rules, regulations, ordinances, and standards, including, but not limited to, those outlined below. Design Professional shall have copies available of applicable codes and regulations for ready reference. Applicable codes and standards include but are not limited to:

- .1 The California Building Code -- Title 24 as adopted by the California Building Standards Commission.
Part 1, Building Standards Administrative Code
Part 2, California Building Code
Part 3, California Electrical Code
Part 4, California Mechanical Code
Part 5, California Plumbing Code
Part 6, California Energy Code
Part 7, California Elevator Safety Construction Code
Part 8, California Historical Building Code
Part 9, California Fire Code
Part 12, California Reference Standards Code
- .2 The California Administrative Code, Title 19 (Industrial Relations, Public Safety)
- .3 The California Occupational Safety and Health Act
- .4 The California Environmental Quality Act, latest edition
- .5 Requirements of the Regional Water Quality Board

- .6 Public Contract Code, Sections 10700 et seq. (California State Contract Law)
- .7 Early consultation with The California State University plan checking agency, State Fire Marshal, and Division of State Architect for access compliance

- .8 State/local health departments (regarding food services, pools, etc.)
- .9 Air Quality Management District regulations, if applicable.
- .10 Americans with Disabilities Act (ADA), Title II, ADAAG.
- .11 California Coastal Commission Regulations.
- .12 Local Building Codes. The university is not subject to local jurisdictions' building codes, nor is it required to obtain building permits from local jurisdictions for construction on real estate owned or controlled by the University. However, the design and construction of utility connections and fire-protection systems may require liaison with local jurisdictions. This liaison shall be coordinated only through the University Project Administrator. Construction or encroachment upon city- or county-owned property is subject to local codes and permit requirements.
- .13 ASHRAE indoor air quality standard 62-1989.

1.2.2 University Design Standards

The Design Professional's shall design the Project in compliance with all University Design Standards, including but not necessarily limited to:

- .1 CSU Systemwide design and technical standards as noted in Section 3, Additional Materials.
- .2 The CSU Trustees Seismic Safety Standards as Interpreted by the CSU Seismic Review Board.
- .3 Campus specific design and technical standards.

1.3 REGULATORY APPROVALS

The Design Professional shall be responsible for obtaining review and approval by applicable regulatory agencies. Specific plan review and approvals are required by statute and Trustee policy. Submittals must be coordinated with your University Project Administrator. The design professional's sole responsibility for code compliance is not diminished in any manner by the comments or lack of comments from any plan checkers. Any required fees will be paid by the University. Early consultation with all plan check groups is strongly encouraged. Review by the Structural Peer Reviewer during schematic design is mandatory.

- .1 Handicapped Access Compliance (ADA): For all new, alteration or remodeling projects, the CSU 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 (DSA).
- .2 State Fire Marshal(SFM): If the project involves new construction or alterations to state-owned or leased facilities, the plans must be submitted directly by the architect to the SFM for approval. (Health and Safety Code, Section 13143; Title 19, California Code of Regulations, Section 3.28(b).) The project designer should be aware of local fire access needs as expressed by the local fire department.

- .3 Plan check: For each project, the university project administrator, shall submit plans and specifications to a University approved independent plan check service for review. The appropriate regulatory authority, e.g. State Fire Marshall or Division of the State Architect Access Compliance Unit, shall take precedence over private plan check review comments should there be a conflict.
- .4 Seismic safety structural peer review: Required by the Trustee's policy on Seismic Safety. The peer review is performed by the member of the CSU Seismic Review Board assigned to the campus. In the event of disputes over interpretation of the Trustee's seismic safety policy, the full CSU Seismic Review Board will make the final determination under the authority of the University Building Official.
- .5 State/local health departments: Required when the project involves food services, pools, or other components regulated by the health department.
- .6 Federal and State Environmental Regulatory Agencies

1.4 EXAMINATION OF SITE

At the beginning of the Schematic Design Phase, Design Professional and Design Professional's consultants shall:

- .1 Visit the Project site to become familiar with existing site conditions, including the site location and size, utility capacities, and connection options of external utilities. Contact the University Project Administrator for information on underground utilities and site constraints.
- .2 For alteration projects, visit all relevant areas of the existing buildings to be altered.
- .3 All site examinations as described above must be documented by means of a report. The report must identify the existing conditions found and list recommendations or plans of action.

1.5 PUBLIC CONTRACT CODE REQUIREMENTS FOR CSU PROJECTS

1.5.1 Brand Or Trade Name

If the specifications call for a designated material, product, item, or service by specific brand or trade name, at least two brands or trade names of comparable quality or utility must be listed followed by the words "or equal." In cases where a unique or novel product application is required to be used in the public interest or where only one brand or trade name is known, only one brand or trade name may be listed followed by the words "or equal." This "or equal" provision may, on rare occasions, be eliminated when a product or system must match an existing product of system. Expanding the energy management system existing on campus is currently an example. The specification must provide a period prior to the contract award for the contractor to submit data to substantiate a request for a substitution of an "equal" item (Public Contract Code, Section 3400). (SUAM Section 9721.01) The design professional shall review all submittals for "equal" substitutions submitted during the bid process. An addenda to all bidders shall be issued

listing all "equals" approved to the bid opening.

A thorough effort in providing two or more alternatives for all specified items in the bid documents will greatly reduce the submission of "equal" substitutions during the bid and award period.

1.5.2 Proprietary Specifications

Technical specifications prepared for bidding public works projects must provide for fair and equal competition among potential bidders. Specifications supplied by vendors or manufacturers should be reviewed carefully to ensure that they do not limit the bidding to a particular company, brand, or trade name. Any person who prepares specifications for the campus is expected to be knowledgeable in the field and to be aware of the existence of equal brands or products. To avoid conflict of interest, any person or firm preparing specifications for a project shall not be eligible to bid on the project or to work on the project as a subcontractor. (SUAM Section 9721.02)

1.5.3 Alternatives

If the project includes alternatives (additive or deductive), the plans and specifications must clearly differentiate base bid requirements from alternatives, and the bid documents must state the basis for award. The base bid should include the major or most significant work to be performed. For projects funded for major capital outlay, alternatives shall stay within ten percent of the estimated cost of the base project, shall be approved by the Department of Finance before inclusion in bid, and, if taken, shall be taken in the order listed on the proposal form. Each alternative must be described in the specifications and distinguished in the plans separately and in numerical order. The bid proposal must clearly state the bidding requirements and the basis upon which an award will be made. (SUAM Section 9721.03)

1.6 Basis of Design Reports

It is imperative that the University understand the implications of design decisions being made during the design process. Especially in the early stages of design, it is important that the design professional provide insights into the implications of a given choice, e.g. materials, building skin, mechanical systems, etc. To implement this the AE shall provide basis of design reports for designated building systems.

These reports are first due during the initial stages of schematic design and provide the basis for the University's acceptance of the AEs design submittals.

These basis of design reports must include at a minimum the information outlined below for each building system, some systems may require additional information.

- .1 Applicable Codes & Standards
- .2 Performance Characteristics
- .3 Life Cycle Cost Analysis, must include, but may not be limited to:
 - Initial Cost of System
 - Energy Costs
 - Maintenance and Custodial Costs
 - Life Expectancy (may require life expectancy of subsystems)
 - Replacement Costs (if applicable)
 - Total Cost of Ownership over 30 years

A Basis of Design Report shall be prepared for each of the following systems:

- Building Envelope
- HVAC
- Lighting

1.7 Building Commissioning

Building commissioning may be undertaken at the discretion of the University. When building commissioning is undertaken the AE responsibilities as shown in the Appendix shall be performed by the AE at no additional cost to the Trustees.

1.8 Response to Owner Directions

Owner's Comment & Response Form

The University will review each submittal and provide its coordinated comments and directions on a standard form. The consultant shall provide a written response to each item on the form and return to the University prior to the next submittal. When the response indicates work has been incorporated into the documents, the response must indicate the appropriate drawing location and Specification section incorporating the work. The university may at its discretion, provide its comments, and require the responses, in electronic form.

1.9 Code Analysis Reports and Plans

Provide an outline of applicable provisions of building codes which apply to this project. The outline shall include a written report and diagrammatic plan drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones) This graphic documentation of the design criteria shall be updated with each subsequent submittal.

1.10 Interdisciplinary Coordination Review

Provide evidence of interdisciplinary coordination by submitting CAD files and prints of the composite drawings as described in the CSU CAD standards. These interdisciplinary coordination check drawings shall include only those CADD drawing layers which are required to show the listed information." (see CSU CAD standards)

Interdisciplinary Coordination Check (IDC) drawings (hard copy and

electronic files) are required at Preliminary Design, 50% CD and 100% CD phase."

2. PROJECT PLAN DEVELOPMENT

2.1 SCHEMATIC DESIGN PHASE

The following items outlined in this Article 2 constitute the minimum Schematic Design Phase submittal requirements for a Project involving the construction of a new building or the alteration of, or addition to, an existing building. If required by the Project Design Agreement, drawings and other materials produced during this Phase will be used in presentations for the design review meetings. For presentations to The Trustees, if applicable, simplicity and clarity shall be the governing factors in the development of all drawings and written documents. SUAM Section 9233.04

2.1.1 General Requirements

- .1 Review the Program Specifications upon receipt of the authorization to begin work.
- .2 Attend the planning conferences to receive instruction from the campus, the consulting architect, and the campus landscape architect.
- .3 Secure planning data from the campus.
- .4 Request any additional data needed from the campus.
- .5 Submit the names to the campus proposed consultants planned for the project to the project administrator.
- .6 Coordinate the project with other campus projects.
- .7 Consult with the campus, the consulting architect, and the campus landscape architect regarding the project when directed by the University Administrator.
- .8 Design the facility in accordance with all applicable codes and standards.
- .9 Obtain concurrence of the schematic design documents from the State Fire Marshal, where applicable.
- .10 Obtain concurrence of the structural design approach from the CSU Seismic Review Board peer reviewer.
- .11 Brief the consulting architect and the campus landscape architect regarding the project prior to presentation of the schematic design to PPD and/or the Board of Trustees.
- .12 Modify or redesign the project, if necessary, to secure approval from the campus, the consulting architect, PPD and or the Board of Trustees as per the architectural agreement.
- .13 Request and obtain approval from the project administrator before initiating any work to modify the project documents, which may require performance of extra services.

2.1.2 Trustees' Review Submittal Requirements

When approval by the Trustees is required, or when requested by

the University Project Administrator, provide:

- .1 35mm color slides of:
 - .1 The latest approved Physical Master Plan, showing the entire campus where feasible (prepared by consulting master plan architect and campus).
 - .2 The site plan, showing the shape and location of adjacent improvements
 - .3 A plan of each floor.
 - .4 All elevations.
 - .5 Sections necessary to show basic structural and vertical space organization.
 - .6 A colored rendering or model.
 - .7 A 35mm slide of the project site (same view as the rendering).
- .2 A colored, rendered perspective (A detailed model may be substituted for the rendered perspective at the university's option.) for presentation to the Board of Trustees.

2.1.3 PROGRAM AND BUDGET

Design Professional shall prepare a written evaluation for University's Designated Administrator of any imbalance between the Construction Budget and the Project Program requirements. Design Professional shall be prepared to present program or design adjustment alternatives for University consideration when adjustments are needed to bring the Project scope, Project schedule, and Construction Budget into alignment.

2.1.4 ARCHITECTURAL REQUIREMENTS

- .1 Provide an analysis of a minimum of two building envelope solutions that are in compliance with energy requirements in the California Code of Regulations, Title 24, Part 6, California Energy Code. Reference also subparagraphs 1.6 and 2.1.12
- .2 Site Plan (Scale: Not less than 1 inch = 40 feet 0 inches). The Design Professional shall:
 - .1 Depict the overall dimensions of the proposed new building.
 - .2 Depict and identify (name) all existing structures within a radius of 300 feet of the Project site. Indicate the distances from each proposed new building to (1) existing buildings, (2) property lines (setbacks), and (3) roadways.
 - .3 Depict all major new exterior elements and, for alterations and additions, all existing exterior elements that will remain in place. These elements include but are not limited to streets, service drives, easements, loading docks, parking areas, paved areas, walks, stairs, ramps, pools, retaining walls, fences, fire hydrants, and equipment.
 - .4 Depict the elevations of building entrances and major exterior elements.

- .5 Depict existing and proposed contours at 5-foot intervals.
 - .6 Provide sections through the site as needed to explain changes in levels within the proposed building as related to the site.
 - .7 Depict the placement of ramps and other provisions for disabled access to the site and building.
 - .8 Depict landscape design.
 - .9 Depict site demolition.
 - .10 Physically verify location of existing utilities (trenching or other destructive investigations are not required under the base agreement).
 - .10 Provide a site utilities plan indicating both existing Facility utilities and proposed new utilities work.
- .3 Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Professional shall:
- .1 Indicate the locations, room names, sizes (in assignable square feet), and space numbers for all programmed spaces and required gross area spaces including entrances, lobbies, corridors, stairs, elevators, toilet rooms, janitors' closets, and mechanical/electrical equipment rooms.
 - .2 Indicate the overall dimensions of major elements of the building.
 - .3 Indicate such building elements as walls, columns, doors, windows, openings, and major built-in equipment.
 - .4 Indicate the means for complying with applicable disabled access codes.
 - .5 Provide a demolition plan whenever a Project requires the demolition of a building or portions thereof. The demolition plan shall differentiate between new work (walls, doors, finishes, and so on), existing work to be removed, and existing work to remain in place.
- .4 Elevations and Sections (Scale: Not less than 1/16 inch = 1 foot 0 inches). The Design Professional shall:
- .1 Show all elevations of the building. Depict floor-to-floor dimensions and the overall building height.
 - .2 Include sections as needed to explain the structure and any unusual design features. Depict existing and proposed grades.
- .5 Code Analysis Report & Plans
- Provide an outline of applicable provisions of building codes which apply to this project. The outline shall include a written report and diagrammatic plan drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones) This graphic documentation of the design criteria shall be updated with each subsequent submittal.

- .6 Presentation Materials. The Design Professional shall:
 - .1 Color and mount on 30" x 40" boards for ease of presentation, prints of all floor plans, elevations, sections, the site plan, and other drawings, as deemed appropriate.
 - .2 On new building projects, provide a display board with mounted samples of the actual exterior materials proposed by Design Professional.
 - .3 On new building projects, provide study models as needed to analyze various alternative siting and massing schemes.
 - .4 On new building projects, provide a narrative description setting forth the design concept and important features of the Project.
 - .5 When requested, and using 35-mm slide film, photograph the presentation drawings and samples for those projects requiring design review meetings and Trustees' presentations. Return the presentation drawings to University after the slides are prepared.
 - .6 If Trustees' review is required, prepare a color-rendered perspective drawing of a size large enough to convey the overall design. A normal (eye-level) view of the Project is preferred; in some instances, however, a "birds-eye" view will be needed to convey the full scope of the Project. The landscape features of the site development shall be shown in a realistic manner but shall not obscure the structure. The perspective drawing shall be mounted and matted on a 30" x 40" board.

2.1.5 STRUCTURAL REQUIREMENTS

- .1 Provide a detailed written description of the recommended structural system and the basis for recommending this system over other approaches.
- .2 Provide a conceptual structural framing plan of a typical floor that indicates the grid system (dimensioned), columns, shear walls, and related items.
- .3 Provide evidence of review and concurrence by the CSU Seismic Safety Peer Reviewer.

2.1.6 PLUMBING REQUIREMENTS

- .1 Provide a written analysis of the calculated load demands of proposed new plumbing systems, the design demands of the Project, and the capacity of the existing plumbing systems, if any. Plumbing systems include, but may not be limited to, domestic water, sanitary and storm sewer, and fire protection.
- .2 Provide an analysis of male and female fixture count and location with a comparison to plumbing code requirements.
- .3 Indicate the proposed points of connection to the existing Facility utility systems. Refer to the site plan requirements outlined in subparagraph 2.1.3.1.

2.1.7 HVAC REQUIREMENTS

- .1 Evaluate a minimum of two alternative air systems that are in compliance with energy requirements in the California Code of Regulations, Title 24, Part 6, California Energy Code and Part 4, California Mechanical Code and ASHRAE indoor air quality standard 62-1989. Reference also subparagraphs 1.6 and 2.1.12
- .2 Provide a written analysis of the calculated loads of proposed new HVAC systems.
- .3 Provide a conceptual single-line mechanical diagram showing major ducts and equipment. Identify the sizes and locations of major equipment items including cooling towers, chillers, pumps, fans, air-handling units, compressors, and related items.
- .4 Provide a life-cycle cost analysis for each HVAC system. This analysis shall include capital cost, operating costs, maintenance costs, and anticipated level of performance, with comparisons made between the proposed system and alternative systems. The Design Professional shall provide a simple payback schedule.
- .5 Determine the capacity of existing systems if any, based on an examination of the Facility's Record Drawings, an inspection of the existing system, and test reports.
- .6 Provide a description of the proposed fume hood ducting and exhaust system. The Design Professional shall use applicable codes of Title 24, such as Part 4, California Mechanical Code and applicable agencies or district regulations to design the fume hoods.
- .7 Show air intakes and exhausts and demonstrate how air entrainment is avoided.

2.1.8 ELECTRICAL REQUIREMENTS

- .1 Evaluate a minimum of two alternative lighting systems that are in compliance with energy requirements in the California Code of Regulations, Title 24, Part 6, California Energy Code. Reference also subparagraphs 1.5.1. and 2.1.12. A review of the implications of the building envelope on natural lighting shall be part of this evaluation.
- .2 Provide a site plan showing the proposed method of service for the electrical power, telephone, and fire alarm systems. Reference also subparagraph 1.5.1.
- .3 Provide a single-line diagram showing the following:
 - .1 Method of service (Facility or local utility)
 - .2 Major transformers and transformer substations
 - .3 Major switchboards, motor control centers, and panel and distribution boards
 - .4 Major components of the emergency power system

2.1.9 OUTLINE SPECIFICATIONS

Include in the outline specifications a general description of the Project's site, architectural design, building, and type of

construction. Identify the structural system, including materials and systems, a strategy for dealing with special conditions, subsurface conditions, and substructure. Describe the mechanical and electrical systems conceptually. Identify all special systems including special laboratory control systems, energy management systems, and special exhaust systems. Identify finishes at a gross level, indicating the type and quality level. In addition, define case-work systems conceptually. Include a separate paragraph in the electrical specifications describing proposed new systems for the power, lighting, communication, fire alarm, and security systems. Indicate in sufficient detail the proposed power system voltages including the main points of connection to existing systems.

2.1.10 ESTIMATED PROJECT CONSTRUCTION COST

- .1 Provide an estimate of the total construction cost of the project on a standard format. (See Form PPD 2-7, Appendix A) and architect's or engineer's detailed estimate.
- .2 Provide a statement explaining in detail any deviation from the initial project budget.
- .3 Base the estimate on the completed schematic design documents using an estimation method appropriate for the type and scale of the Project and using a building component format that breaks down the costs by all major components and systems such as foundations, structures, partitions, mechanical, electrical, plumbing, and communication systems. Compare the estimate with the Construction Budget. Bring any unusual cost item to the attention of University's Project Administrator.
- .4 Estimates for all building projects shall be submitted in CSI's Unifomat format (a building systems organization format) to detailed to at least level 2.

2.1.11 AREA TABULATION

- .1 Provide a summary comparing the area allocation in the Program Specifications presented in the capital outlay request, with the area allocations in the schematic design documents. The summary must include the total assignable area, the total gross area, and the resulting percentage efficiency of the design. (See SECTION V, 9050 et seq.) In preparing these data, use Form PPD 3-1, Project Area Summary, Appendix A. The definitions and a guide to the computation of the assignable area for buildings given in SECTION V, 9050 et seq., provide a guide to the computation of the outside gross area for buildings.
- .2 Develop a space-by-space comparison of the schematic design documents' ASF with the Project Program's ASF. These tabulations shall be made by floor and program component and include totals for the building, or renovated area as a whole.
- .3 Provide a thorough written explanation of any major deviations from the area allocations in the Program

Specifications presented in the capital outlay request.

2.1.12 Basis of Design Reports

Submit a Basis of Design Report for each of the following systems. Reports must be submitted in a timely manner sufficient to allow University Representatives a timely review prior to approving the building system for further design development.

Building Envelope (minimum 2 alternate systems) Document impacts on daylighting and energy use.

HVAC (minimum 2 alternate systems)

Lighting (minimum 2 alternate systems)

2.1.13 Provide Responses on the Owners Comment & Response Form

Provide a written response to all comments on the University's Comment & Response Form. See paragraph 1.7

2.2 PRELIMINARY DESIGN (DESIGN DEVELOPMENT) PHASE

2.2.1 Campus Consultants

Consult with the campus consulting architect, and the campus landscape architect, as necessary for preparation of the project design documents. Coordinate all interactions with the above participants through the University Project Administrator.

2.2.2 Architectural Requirements

- .1 Site, Civil, and Landscape Drawings (Scale: Not less than 1 inch = 40 feet 0 inches). The Design Professional shall:
 - .1 Depict the overall dimensions of any proposed new building. Indicate all references to a bench mark and a baseline. Indicate the distances from each proposed new building to (1) existing buildings, (2) property lines (setbacks), and (3) roadways.
 - .2 Depict all existing structures within a radius of at least 300 feet of the Project. Identify all structures and streets by name.
 - .3 Depict all new exterior elements and all existing exterior elements that will remain in place after an alteration or addition. These elements include, but are not limited to streets, service drives, easements, loading docks, parking areas, paved areas, walks, stairs, ramps, retaining walls, fences, fire hydrants, and equipment.
 - .4 Depict the elevations of building entrances and major exterior elements.
 - .5 Provide a site plan indicating existing and proposed contours at 1-foot intervals. Indicate the method of general site drainage as it is affected by the location of each proposed building.

- .6 Provide sections through the site as needed to explain changes in levels within the proposed building as related to the site.
 - .7 Depict the placement of ramps and other provisions for disabled access to the site and building. Depict the parking area and drop-off location nearest the building and the routes and travel distances to all building entrances.
 - .8 Provide a site utilities plan that depicts existing utilities, including underground lines, located within the Project site and that depicts any proposed new utility services. Indicate the points of connection between new work and the existing utility systems.
 - .9 Provide a site demolition plan indicating existing structures and utilities that are to be removed either by the construction Contractor or by others.
 - .10 Provide landscape design drawings.
- .2 Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches).
The Design Professional shall:
- .1 Indicate the locations, room names, sizes (in assignable square feet), and space numbers for all programmed spaces and required gross areas including entrances, lobbies, corridors (with widths), stairs, elevators, toilet rooms, janitors' closets, and mechanical/electrical equipment rooms. Floor plans for additions or alterations to existing buildings shall show the existing floor plan and indicate the existing space usage and any proposed changes.
 - .2 Indicate the locations of all doors (showing door swings) and windows.
 - .3 Indicate the overall dimensions of the major elements of each building.
 - .4 Indicate the locations and fire ratings of all fire separations, exit enclosures, fire doors, and similar elements, as required by applicable codes.
 - .5 Indicate the provisions for making facilities accessible to and usable by the disabled. Indicate all accessible toilets and drinking fountains.
 - .6 Indicate the location of all plumbing fixtures such as lavatories, floor drains, water closets, urinals, service sinks, drinking fountains, eyewash fountains, deluge showers, and fire-hose cabinets.
 - .7 Indicate all principal built-in features such as fixed auditorium seats, kitchen equipment, display cases, counters, shelves, lockers, laboratory benches, case work, glass washers, sterilizers, fume hoods, and similar items.
 - .8 Indicate the locations of movable furniture—which in most cases is "not in contract" (NIC)—including "interior landscape" partitions and equipment. Differentiate between movable furniture and equipment and built-in furniture and equipment (built-in items are usually

- included in the construction contract).
- .9 Provide a demolition plan whenever a Project requires the demolition of any building or portions thereof. The demolition plan shall differentiate between new work (walls, doors, finishes, and so on), existing work to be removed, and existing work to remain in place.
 - .10 Provide a roof plan showing associated equipment, slopes, ridges, drains, and other items.
- .3 Elevations and Sections (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Professional shall:
- .1 Depict in building elevations, all building elements including penthouses, entrances, windows, doors, stairs, platforms, louvers, vents, exhaust stacks, retaining walls, and similar items. Indicate proposed finished grades.
 - .2 Indicate the overall building and floor-to-floor heights.
 - .3 Include longitudinal and transverse sections for each major area, indicating floor elevations, existing and proposed exterior grades, ceiling heights, pipe tunnels, unexcavated areas, basement areas, roof lines, and parapets. Where appropriate, show connections to adjoining buildings.
 - .4 Reference all sections and elevations on the floor plans.
 - .5 Indicate in the sections, provisions for HVAC distribution and hood venting.
- .4 Interior Details (Scale: Not less than 1/4 inch = 1 foot 0 inches). The Design Professional shall provide detail plans, sections, and elevations for the following types of space:
- .1 Classrooms and lecture halls
 - .2 Kitchens and related service areas
 - .3 Laboratories and laboratory support areas
 - .4 Toilet and locker rooms
 - .5 Other areas of special design
- .5 Schedules. The Design Professional shall:
- .1 Provide a door schedule indicating each door's type, size, material, hardware group and pertinent comments.
 - .2 Provide a preliminary interior finish schedule indicating the material, texture, and color of each finish material proposed for use in the Project.
- .6 Materials Boards. The Design Professional shall provide samples of all finish materials listed in the materials/color schedule. These samples shall be accurate with respect to the actual finishes, textures, and colors being proposed. Materials samples shall be mounted and displayed on presentation boards for review and approval by University. Proprietary materials proposed must allow for equal products to be substituted.

.7 Code Analysis Report & Plans

Provide an update of the Code Analysis Report & Plans as described in sub paragraph 2.1.4.4. The update shall document and illustrate the code implications of all design development and changes, and any requirements arising from outside agency reviews (e.g. DSA, Fire Marshall Etc.)

2.2.3 STRUCTURAL REQUIREMENTS

The Design Professional shall provide a structural plan for each level of the structure at the same scale as that used for the architectural plans. Indicate the grid system (dimensioned), columns, load-bearing walls, shear walls, footings, and related items.

2.2.4 PLUMBING REQUIREMENTS

- .1 Existing Capacity. The Design Professional shall indicate proposed points of connection to existing Facility utility systems. Refer to the site plan requirements outlined in subparagraph 2.2.2.1.
- .2 Site Utilities Plan (Scale: Not less than 1 inch = 40 feet 0 inches). The Design Professional shall:
 - .1 Indicate the routing of proposed new external utilities from each new building to each point of connection to the Facility's utility systems. Indicate all utility lines that are to be abandoned, removed, or rerouted.
 - .2 Show all existing utilities within the Project site based on both the information provided by University and on Design Professional's field investigation.
- .3 Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). Design Professional shall:
 - .1 Indicate all piping on the floor-level plan in which it will be installed.
 - .2 Indicate the locations of main waste lines and stacks and vents as well as all service mains, including those for water, air, gas, and vacuum.
 - .3 Indicate all pieces of equipment—including pumps, tanks, generators, pressure-reducing valves, and so on—showing their locations and required piping connections.

2.2.5 HVAC REQUIREMENTS

- .1 Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Professional shall:
 - .1 Indicate the location of each piece of equipment including air handling units, chillers, cooling towers, pumps, converters, expansion tanks, boilers, fans, fan coil units, and other equipment.
 - .2 Indicate all mains for each duct system.
 - .3 Indicate the typical supply and return air zones for each type of occupancy. Occupancy types include offices,

laboratories, computer rooms, conference rooms, and special application rooms. A typical air zone shall include the terminal unit with all applicable branch ducts and air outlets and inlets.

- .4 Indicate the typical exhaust air duct for each type of application. Application types include hoods, toilet rooms, janitors' closets, transformers, mechanical/electrical equipment rooms, and other rooms as required for a satisfactory indoor environment. A typical duct shall include an air inlet and a source destination for exhaust air.
- .2 Large-Scale Drawings (Scale: Not less than 1/4 inch = 1 foot 0 inches). The Design Professional shall provide a layout of all equipment rooms to ensure that the proposed equipment will fit in the allotted space.

2.2.6 ELECTRICAL REQUIREMENTS

The power, signal, and communications layouts shall be shown on one set of drawings, and the lighting layouts shall be shown on a different set of drawings. Use standard symbol conventions.

- .1 Floor Plans (Scale: Not less than 1/8 inch = 1 foot 0 inches). The Design Professional shall:
 - .1 Provide a single-line electrical distribution diagram showing primary service to substations and secondary service to distribution switchboards, motor control centers, and panel boards for power and lighting. This diagram shall include and show the permanent as well as temporary points of connection to external utilities such as high-voltage, telephone, and all signal systems.
 - .2 Indicate each load center unit substation, motor control center, distribution switchboard, telephone equipment room, and closet. Indicate the types and locations of lighting fixtures in typical offices, laboratories, corridors, examination rooms, and similar spaces, and use a schedule for detail.
- .2 Large-Scale Drawings (Scale: Not less than 1/4 inch = 1 foot 0 inches). The Design Professional shall provide a layout of all equipment rooms to ensure that the proposed equipment will fit in the allotted space.

2.2.7 OUTLINE SPECIFICATIONS

Prior to beginning production of the specifications, Design Professional shall schedule a meeting with University's Design and Construction, and Contract Administration units to discuss specifications guidelines. At this meeting, University will provide guidelines for preparing specifications. Attendees at this meeting shall include Design Professional, Design Professional's Consultants, and Design Professional's specifications writer.

The outline specifications shall provide a more detailed description of all building components and systems as compared with the schematic design documents submittal. The outline specifications shall include the following:

- .1 An index showing all divisions and sections intended to be used. The format shall be that recommended by the Construction Specifications Institute (CSI), narrow scope type.
- .2 A general description of the construction, including the structural system; wall, ceiling, roofing, and waterproofing systems; exterior and interior finishes; and doors, windows, and case work. These descriptions shall include applicable code references.
- .3 Descriptions of the plumbing and HVAC systems including controls, ducts, filtration, and piping. These descriptions shall include applicable code references.
- .4 A general description of electrical services including the voltage and the number of feeders. The specifications shall provide a specific description of items to be served by emergency power and shall describe design considerations for special areas. This description shall include applicable code references.
- .5 A description of fire safety items including all mechanical and electrical devices required by the State Fire Marshal for the intended occupancy of the building.
- .6 A description of special systems including laboratory control systems, energy management systems, special exhaust systems, and similar items.

2.2.8 ESTIMATED PROJECT CONSTRUCTION COST

- .1 Provide an estimate of the total construction cost of the project on standard format. (See instructions on Form PPD 2-7, Appendix A) and architect's or engineer's detailed estimate (the construction index to be the same as in Architect/Engineer Agreement).
- .2 Provide a statement explaining in detail any deviation from the approved estimated construction cost of the project during the schematic design phase.
- .3 Design Professional shall use the same estimation method and building component format as used for Schematic Design Phase estimate. The estimate shall be sufficiently detailed so that all construction components are considered, and quantities of materials and unit costs are provided. In addition, the estimate shall include unit costs per gross square foot for all major items of the Work, broken down by building component. Design Professional shall provide a subtotal for each component, and compare this estimate with the approved Construction Budget. Bring any unusual cost item to the attention of University's Project Administrator.
- .4 Estimates for all building projects shall be submitted in CSI's Uniformat format (a building systems organization format) to detailed to at least level 3.

2.2.9 AREA TABULATION

- .1 Provide a summary comparing the area allocation in the Program Specifications presented in the capital outlay request, with the area allocations in the preliminary design documents. The summary must include the total assignable area, the total gross area, and the resulting percentage efficiency of the design. (See SECTION V, 9050 et seq.) In preparing these data, use Form PPD 3-1, Project Area Summary, Appendix A. The definitions and a guide to the computation of the assignable area for buildings given in SECTION V, 9050 et seq., provide a guide to the computation of the outside gross area for buildings.
- .2 Develop a space-by-space comparison of the schematic design documents' ASF with the Project Program's ASF. These tabulations shall be made by floor and program component and include totals for the building, or renovated area as a whole.
- .3 Provide a thorough written explanation of any major deviations from the area allocations in the Program Specifications presented in the capital outlay request.

2.2.10 INTERDISCIPLINARY COORDINATION REVIEW

Provide Interdisciplinary Coordination Check (IDC) drawings (hard copy and electronic files) as described in the Section 1.10 and the CSU CAD standards.

2.2.11 SOILS AND MATERIALS TESTING

Design Professional shall make initial recommendations for Construction Phase testing and special inspections such as soils and materials testing, welding inspections, and dewatering requirements.

2.2.12 Basis of Design Reports

Submit updated Basis of Design Reports for all systems. The update should clearly indicate any changes proposed to the systems, and any revisions to performance characteristics that have been discovered through the design process.

2.2.13 Provide Responses on the Owners Comment & Response Form

Provide a written response to all comments on the University's Comment & Response Form. See paragraph 1.7

2.3 CONSTRUCTION DOCUMENTS PHASE

2.3.1. GENERAL

The Construction Documents Phase submittal shall include, at minimum, all items that are required for the Design Development Phase and those that are enumerated in subparagraph 2.3.3. Working drawings shall show all elements

previously shown on the Design Development documents but with greater detail and specificity. University's Design and Construction and Contract Administration units will review the 50%, 100% and corrected 100% backcheck Construction Documents Phase submittals. Other University personnel, or external consultants, or public agencies also may review the Construction Documents at the University's discretion or as required by applicable regulations. These reviews shall not relieve Design Professional of responsibility for errors and omissions in Design Professional's work.

2.3.2 PROGRAM AND BUDGET

Prior to completing the 50% and 100% Construction Documents Phase submittals, Design Professional shall evaluate the programmatic requirements and call to the attention of University's Designated Administrator any discrepancy contained therein and request direction regarding any discrepancies. Design Professional shall inform University's Project Administrator of any imbalance between the approved Construction Budget and the Project Program requirements. Design Professional shall be prepared to present program or design adjustment alternatives for University consideration when adjustments are needed to bring the Project scope, Project schedule and Construction Budget into alignment.

2.3.3 50 PERCENT COMPLETED MINIMAL SUBMITTAL REQUIREMENT

Submit two sets of prints of all working drawings to the campus when they are 50 percent completed. The specifications need not be submitted at this time, since normally these documents are prepared late in the development of the working drawings.

Products and materials specified on the drawings must be identical to the products and materials required in the written Contract Documents Specifications.

(Note: Proprietary materials proposed must allow for equal products to be substituted.)

.1 Civil Drawings:

- Existing civil survey
- Site plan
- Grading and drainage plan
- Site profile sections
- Details
- Site utilities plan
- Site demolition plan

.2 Architectural Drawings:

Title sheet with index, general notes, legends, and a small-scale Facility/Project location map. General notes shall not include General Conditions items. Notes must coordinate with and conform to the written Contract Documents.

Site plan.
Floor plans indicating fixed (built-in) equipment
Roof plan
Reflected ceiling plans showing all penetrations
Demolition plan (when appropriate)
Elevations and sections
Details
Schedules:
Door and window schedules
Interior finish schedule
Other schedules as appropriate
Updated Materials Board

.3 Structural Drawings:

Plans that indicate the location, type of member, size, and material of each structural element for foundations, floors, roofs, and any intermediate levels
Schedules (beam, column, slab, and so on)
Details of all connections, assemblies, expansion joints, and similar items
Details of the structural framing systems required to support nonstructural elements and fixed equipment

.4 Plumbing Drawings:

Locations, sizes, and elevations of the site sewer, building sewer, drains, street water main, and water service into the building
Locations and sizes of the waste, and waste vent stacks with connections to drains, fixtures, and equipment
Locations and sizes of hot, cold, and circulation water mains, branches, and risers from the service entrance and tanks
Riser diagrams for each system showing all plumbing stacks with vents, water risers, and fixture connections for multistory buildings; materials, gauges, and sizes for all elements
Fire-extinguishing equipment such as sprinklers and wet/dry standpipes
Plumbing fixtures and any equipment that requires water and drainage connections including pumps and storage tanks
Locations and sizes of natural gas vacuums and medical gas systems
All required equipment piping connections including those for pumps, tanks, and generators
Sections that show structural, HVAC, and piping systems through congested areas

.5 HVAC Drawings:

Schedule and legend starting on sheet M-1 or its equivalent

and continuing on the following sheets

Sequence of operations diagram

Detailed (scale: not less than 1/4 inch = 1 foot 0 inches) floor plans and sections as needed to clearly indicate the work required for all mechanical equipment rooms

Air and piping systems, including all branches, on each floor plan

Air balance schedule indicating the CFM (cubic feet per minute) of outside air, supply air, return air, and exhaust air for each air system; elevations of built-up fan units to ensure required air flows and access to the component parts of the units

Flow diagram for each of the following types of water systems:

Chilled water

Condenser water

Hot water

Others as needed to clearly define the scope of work

Air riser diagram for each type of system

Mechanical drawings that show the complete HVAC systems including the following items:

Heating and steam mains, including branches, with pipe sizes

Air-conditioning systems including refrigerators, water and refrigerant piping, and duct work

Exhaust and supply ventilating systems showing duct sizes for steam or water connections and piping

.6 Electrical Drawings:

Electrical service to the building

Transformers and their connections, whether in the building or on the Project site

Main switchboard, power panels, light panels, and associated equipment

Feeder and conduit sizes

Light fixtures, receptacles, switches, and power outlets

Telephone outlets, conduits, terminal cabinets, and backboards

Complete fire alarm system including its connection to the Facility's system

Emergency electrical power system including generator transfer switches, fuel tanks, and all auxiliaries

Electrical service entrance and its service switches, the service feeds to the public service feeders, and the characteristics of the light and power currents

Other systems as required

- .7 Landscape Drawings:
 - Finished grading plan
 - Irrigation plan
 - Irrigation details
 - Planting plan
 - Planting details
 - Hardscape (paving) plan
 - Hardscape details (walls, walks, planters, and so on)
 - Other details as appropriate

.8 Specifications.

The Division 1 specifications shall be structured as follows:

CONTRACT GENERAL CONDITIONS (SUAM Section 9722)

The Contract General Conditions include all the required provisions of the contract relating to bidding, award, performance of the work, changes, claims and damages, payment, and completion. They must be incorporated into every public works contract. Two versions of Contract General Conditions are available: Contract General Conditions for Minor Capital Outlay Projects and Contract General Conditions for Major Capital Outlay Projects. Contract General Conditions prevail over all sections of the specifications except for specific modifications that may be stated in the Supplementary General Conditions or the Addenda.

Contract General Conditions may not be changed without review and approval by the CSU Office of General Counsel.

SUPPLEMENTARY GENERAL CONDITIONS (See SUAM Section 9722.01)

The Supplementary General Conditions (SGC) are a means of updating the Contract General Conditions between printings, and a means of customizing and modifying the Contract General Conditions, when appropriate, for a specific project.

SPECIAL CONDITIONS (See SUAM Section 9722.02)

The Special Conditions include provisions tailored to meet local campus needs, e.g., issuing keys, traffic and parking control, etc. These complement, but do not supersede the Contract General Conditions. They should always be customized to the campus and project specific. This can be a section called "Special Conditions" or the contents can be included in Division One (Section 01000) which includes additional requirements customized to the project specific but usually authored by the design professional.

Design Professional shall:

- .1 Submit with 50% review sets, a single marked-up set of

University's Standard Specification, Division 1, General Requirements, showing recommended changes.

- .2 Submit the specifications Division 2 through 16 in the format recommended by the Construction Specifications Institute (CSI), narrow scope type.
 - .3 Fully describe in the architectural, structural, mechanical, and electrical specifications the materials and workmanship and the types, sizes, capacities, finishes, and other characteristics of all materials, products, articles, and devices. Incorporate within each specifications section, in Part 1 a list of all required submittals such as shop drawings, materials lists, samples, and certifications.
 - .4 Compile and draft all specifications on IBM-compatible computer equipment using the WordPerfect Version 5.1 for DOS, or Word 6 for Windows word processing programs. Store the specifications files on 3.5-inch, high-density (2.0-MB) diskettes.
-
- .9 California Energy Code Certification. Design Professional shall ensure that designs of new buildings and designs of alterations to existing buildings in which the space is heated or cooled comply with the California Code of Regulations, Title 24, Part 6, California Energy Code.

With the 50% completed submittal, Design Professional shall submit documentation, on appropriate California Energy Commission forms, certifying that the design complies with the code. Any noncomplying aspect of the design, as determined by University's Designated Administrator, shall be corrected by Design Professional before the design can be certified by the Facilities Design and Construction unit.

- .10 Cost Estimate. Design Professional shall provide an updated estimate as part of the 50% completed Construction Documents Phase submittal. Design Professional shall use the same estimation method and building component format as used in the Design Development Phase.
- .11 Basis of Design Reports
Submit updated Basis of Design Reports for all systems. The update should clearly indicate any changes proposed to the systems, and any revisions to performance characteristics that have been discovered through the design process.
- .12 Code Analysis Report & Plans
Provide an update of the Code Analysis Report & Plans as described in sub paragraph 2.1.4.4. The update shall document and illustrate the code implications of all design development and changes, and any requirements arising from outside agency reviews (e.g., DSA, Fire Marshall Etc.)

- .13 Interdisciplinary Coordination Review
Provide Interdisciplinary Coordination Check (IDC) drawings (hard copy and electronic files) as described in the Section 1.10 and the CSU CAD standards.
- .14 Provide Responses on the Owners Comment & Response Form
Provide a written response to all comments on the University's Comment & Response Form. See paragraph 1.7

2.3.4 100 PERCENT COMPLETED SUBMITTAL REQUIREMENTS

All drawings, specifications, and other documents enumerated in Paragraph 2.3.3 for inclusion in the 50% completed submittals shall be further developed by Design Professional in sufficient detail as to be deemed 100% complete and buildable. Prior to submitting the 100% Construction Documents, Design Professional and Design Professional's consultants shall have thoroughly checked, coordinated, and revised all documents to bring them to 100% completed level. General Conditions items shall not be included on Drawings or Schedules. Notes must coordinate with, and conform to the written Contract Documents. Products and materials specified on the drawings must be identical to the products and materials required in the written Contract Documents specifications. In addition to the documents enumerated for the 50% completed submittal, Design Professional shall submit the items listed below for the 100% completed submittal:

- .1 Architectural Drawings. Detail the anchorage of all fixed equipment in accordance with the California Building Standards Code, Title 24, CCR, all applicable parts.
- .2 Structural Drawings. Structural drawings shall be accompanied by computations, stress diagrams, and other pertinent data and shall be complete to the extent that the calculations for individual structural members can be readily interpreted. The computations shall be prefaced by a statement outlining the basis for the structural design and indicating the manner in which the proposed building will resist vertical loads and horizontal forces. The computations shall be sufficiently complete as to establish that the structure will resist the loads and forces prescribed by the California Code of Regulations, Title 24, all applicable parts. Assumed safe bearing pressures on soils and the ultimate strengths of concrete shall be provided in computations and noted on the drawings. Where unusual conditions occur, any additional data that are pertinent to the work shall be submitted.
- .3 Plumbing Drawings. All plumbing drawings shall indicate the complete plumbing system in detail and shall include methods for fastening equipment to the structure to resist

seismic forces.

- .4 HVAC Drawings. All HVAC drawings shall indicate the complete heating, ventilating, and air-conditioning systems in detail and shall include methods for fastening equipment to the structure to resist seismic forces.
- .5 Electrical Drawings. Electrical drawings shall indicate all components of the electrical system in place and connected to the sources of services. A sufficient level of detail shall be provided to illustrate connections, routings, and other items in complex areas. All wiring shall be final-sized. Detailed methods for fastening equipment to the structure to resist seismic forces shall be indicated. At minimum, provide the following:

Feeder and conduit sizes and a schedule of feeder breakers or switches

Locations of light fixtures, receptacles, switches, power outlets, and all circuits

Other systems as required

- .6 Materials Board. A 100% final updated materials board shall be submitted.
- .7 Contract Documents. University will prepare it's Bidding Documents including Specifications Division 1. The final Contract Documents shall be bound and shall include the documents listed below. The entire 100% completed final specifications Divisions 2 through 16 shall also be provided on WordPerfect Version 5.1 for DOS, or Word 6 for Windows word processing programs, stored on 3.5-inch, high-density (2.0-MB) diskettes. (The entity responsible for providing each item is indicated below within parentheses; "CA" means the University's Contract Administration unit., "DP" means Design Professional)

Cover Page (CA)

Certification Page (prepared by CA, signed and stamped by DP)

Table of Contents (CA)

Project Description (furnished by DP, approved by CA)

Advertisement for Bids (CA)

Project Directory (CA)

Instructions to Bidders (CA)

Supplementary Instructions to Bidders (CA)

Information Available to Bidders (CA)

Bid Form (CA)

Bonds (CA)

Agreement (CA)

General Conditions (CA)
Supplemental Conditions (CA)
Exhibits (CA)
Index to Specifications (furnished by DP, prepared by CA)
Specifications, Division 1, General Requirements (CA)
Specifications, Divisions 2 through 16 (DP)
List of Drawings (with dates; DP)

- .8 Estimated Project Construction Cost. A summary of the estimate of the construction cost of the project on standard format (see Form PPD 2-7, Appendix A) and architect's or engineer's detailed estimate (construction cost index to be as stated in Agreement)

Provide a statement explaining in detail any deviations from the approved estimated total construction costs of the project in the preliminary design phase.

Provide, with the 100% completed submittal, an updated Estimated Project Construction Cost based on an actual take-off of all materials, products, and services derived from the 100% completed submittal and from those materials, products, and services required to accomplish the Project's construction. The final 100% completed Estimated Project Construction Cost shall be revised and updated from the 100% submittal Estimated Project Construction Cost to reflect any changes in the design of the Project as well as all revisions made to the Construction Documents since the 100% submittal.

The 100% and final 100% Estimated Project Construction Cost shall be in the form of a building contractor's estimate in which the quantities of materials and unit prices are shown.

The Estimates shall include itemized cost breakdowns of all work activities on the Project; these breakdowns shall establish the format to be used by Contractor in applying for progress payments.

Estimates for all building projects shall be submitted in CSI's Unifomat format (a building systems organization format) to detailed to level 4.

Design Professional shall compare the 100% and final 100% Estimated Project Construction Cost with the Construction Budget. Any significant differences between the new Estimates and the Construction Budget shall be brought to the immediate attention of University's Designated Administrator.

- .9 Calculation of Areas. An area summary comparing the area allocations in the approved—program and approved schematic and preliminary plans. The summary should include the total assignable area, the total gross area, and the resulting building efficiency. Definitions and a guide to the computation area of the assignable area for buildings are

given in SECTION V, 9050 *et seq.* which also provides a guide to the computation of the outside gross area for buildings.

Design Professional shall include, with the 100% completed submittal, calculations of the gross square footage (GSF) and the assignable square footage (ASF) and shall make a direct comparison of these areas with the original Project Program areas.

- .10 Soils and Materials Testing. Design Professional shall include, with the 100% completed submittal, a list of requirements for special testing and inspections, such as soils and materials testing, welding inspections, and dewatering requirements, to be conducted during the Construction Phase, as specified in Divisions 1 through 16 of the Contract Documents.
- .11 Interdisciplinary Coordination Review
Provide Interdisciplinary Coordination Check (IDC) drawings (hard copy and electronic files) as described in the Section 1.10 and the CSU CAD standards.
- .12 Provide Responses on the Owners Comment & Response Form
Provide a written response to all comments on the University's Comment & Response Form. See paragraph 1.7

2.3.5 Agency Approval Submittals

Obtain approval of the construction documents from the required plan check reviewers.

- .1 Obtain approval of the construction documents directly from the State Fire Marshal. Submit one complete set of working drawings and specifications for plan check. Upon approval by the SFM, provide a tracings, or Mylar reproductions thereof, for stamping by as required by the SFM for certification of compliance.
- .2 Obtain concurrence letter from the CSU Seismic Review Board Structural Peer Reviewer (contract will be established and paid by the university project administrator).
- .3 Submit two sets of working drawings, specifications, structural calculations, energy calculations and soils report to the university's independent plan-checking organization.
- .4 Submit two sets of working drawings and specifications to the project administrator for filing with the Division of the State Architect, Access Compliance Unit.
- .5 Health Department (if applicable).

2.3.6 Final Submittal

- .1 Certify, by a signed statement on the drawings and by provision of required calculations, that the construction documents comply with the energy conservation standards

set forth in Title 24.

- .2 Stamp all drawings and specifications as required by law for registered architects and engineers.
- .3 Submit five sets of completed, stamped and signed construction documents to the campus to the project administrator.
- .4 Request and obtain approval from the project administrator before initiating any work to modify the project documents which will require performance of extra services.
- .5 The corrected 100% and University approved backcheck drawings and specifications shall be submitted in both reproducible hard copy form and on AutoCAD (drawings) and Microsoft Word (specifications). Verify current software versions accepted with the University Project Administrator prior to transmitting electronic files.

2.4 BIDDING PHASE

2.4.1 General

The design professional will be instructed in writing by the University construction administrator to prepare the bidding documents.

During the bidding phase the responsibilities of the design professional include:

- Reproducing the plans and specifications (a reimbursed expense in the design professional's agreement) and ensuring delivery to the campus.
- Answering all questions from bidders relative to the project in an appropriate manner.
- Issuing all addenda, after approval by the construction administrator.
- Attending the formal bid opening.
- Evaluating any bid overrun.
- Submitting a complete list of all tests that are required in accordance with the specifications.

2.4.2 Addenda During Bidding

The design professional is the only person who may answer technical questions from bidders or other interested parties during the bidding period. If, as a result of these questions and the design professional's review of the plans, clarification or additional information is thought desirable, the design professional must contact the construction administrator for authorization to prepare and issue an addendum to the plans and specifications. The design professional is responsible for timely furnishing copies of the addenda to the designated distribution location for mailing to all bidders and for attachment to any remaining plans and specifications.

2.4.3 PREQUALIFICATION PROCESS

Contractor prequalification is required on all projects with an estimated construction cost of \$300,000 or above. General prequalification of contractors is provided systemwide by the office of Capital Planning, Design and Construction. The Design Professional shall work with University to identify an appropriate project specific bidder prequalification process if requested by the University.

2.4.4 PRE-BID CONFERENCE AND SITE VISIT

Design Professional and Design Professional's Consultants shall attend and participate in all scheduled pre-bid conferences and pre-bid site visits with potential bidders conducted by University's Representative to help identify questions that bidders may raise during the Bidding Phase. Questions from prospective Bidders shall be written down by University's Representative during these conferences and job site visits. No questions shall be answered at these events which require interpretation, clarification or modifications of the Contract Documents. Interpretation, clarification, and modification of the Contract Documents shall be issued only in the form of an Addendum to the Contract Documents. Design Professional shall furnish the design related information required for the interpretation, clarification or modification to University's Representative for preparation of Addendum. Addenda will be issued only by University. Addenda which require interpretation, clarification or modification of the Contract Documents must be issued not less than three days (72 hours) prior to the bid opening or else a bid extension will be required per section 4104.5 of the Public Contract Code.

2.4.5 BIDDERS CALLS

During the Bidding Phase, the design professional shall receive all calls from Bidders, and have that individual log in the date, time, and caller's name and question. The individual so appointed shall be that person named in the Notice to contractors of the Contract Documents as recipient of all bidding inquiries.

2.5 CONSTRUCTION PHASE

2.5.1 GENERAL

The duties and responsibilities of the design professional during construction phase include:

- .1 Observe construction throughout the construction phase of the project.
- .2 Periodically examine the contractor's work to ascertain its conformance with contract documents.
- .3 Certify all contractor's payments.
- .4 Determine the need for change orders and issue all change proposals, cost request bulletins, and contract change orders.

- .5 Prepare and approve all change proposals, cost request bulletins, and contract change orders complete with approved back-up.
- .6 Issue all clarifications and interpretations of construction documents.
- .7 Conduct biweekly project site meetings.
- .8 Review testing program, including specifying tests that are required in accordance with the construction documents and checking test compliance.
- .9 Provide consultant services.
- .10 Assist the Trustees in any litigation or disputes arising from the project construction, including claim rebuttals and attendance at hearings.
- .11 Conduct the prefinal and final inspections with the project manager/construction inspector, the construction administrator, and campus officials.
- .12 Review as-built drawings, and prepare and transmit reproducible as-builts to campus.

2.5.2 CONSTRUCTION MEETINGS

- .1 Pre-Construction Meeting (Kick-off). Design Professional shall attend a kick-off meeting scheduled and conducted by University's Representative. The agenda for the meeting shall be as determined by University and University's Representative. Construction scheduling and the establishment of working relationships shall be included.
- .2 Construction Meetings. Construction meetings shall be held at the Project site and chaired by the Design Professional. Attending shall be Design Professional, Design Professional's consultants as necessary, Contractor's field supervisors, Subcontractors as needed and as specified in the Contract Documents, University professional staff and others as determined to be required by University's Representative and University.
- .3 As-Built Documents. Design Professional shall review Contractor's As-Built Documents prior to or immediately following each construction meeting to verify that Contractor's work is in compliance with the Contract Documents. Design Professional shall advise University's Representative in writing the result of such review. Design Professional shall initial any changes to the As-Built Documents made by Contractor.

2.5.3 INTERPRETATIONS

University's Representative's decisions or interpretations regarding the Contract Documents, or disputes arising out of the Contract Documents shall be issued by University's Representative following University review, but shall be based upon Design Professional's recommendations and independent judgement. Information regarding, or changes to, the Contract Documents shall be issued on the following forms furnished or approved by University:

Bulletins
Cost Request Bulletin
Field Instructions
Change Proposals
Change Orders

Construction phase clarifications and revisions to the drawings shall be maintained in the original CAD file. Bulletin revisions shall be made on the appropriate CADD drawing or word-processing specification files, then electronically clipped out for issuance in 8-1/2" x 11" format. Revisions shall be indicated and logged on each document.

2.5.4 INSPECTION

Construction Phase inspection will be provided and paid for by University.

Design Professional shall

- .1 Provide design-related technical direction to, and design-related interpretation of, the Contract Documents for resident building inspectors and advise these inspectors of all decisions rendered;
- .2 Review inspection reports submitted by these inspectors and any reports furnished by others who may be retained or employed by University to review the Work; and
- .3 Recommend to University's Representative the issuance of any directives that, based on Design Professionals' evaluation of the report data, are deemed necessary to obtain compliance with the requirements of the Contract Documents.

2.5.5 MATERIALS TESTING

- .1 Upon Design Professional's recommendations, and as required by the Specifications, University will contract with soils and materials testing laboratories.
- .2 As required by the Specifications, Contractor may be responsible for providing and paying for certain tests.
- .3 University's Representative shall coordinate the activities of Contractor and University's testing consultants.

2.5.6 MATERIALS/COLOR SCHEDULE AND MATERIALS BOARDS

Design Professional shall revise and update the materials/color schedule and materials boards, which were prepared during the Design Development Phase and updated during the Construction Document Phase, as necessary to reflect the actual manufacturers' products that have been submitted by Contractor and approved for use on the Project.

2.5.7 PUNCH LIST

Design Professional shall inspect the construction with University and Contractor when notified by Contractor that the construction is substantially complete, and again when notified by Contractor that the construction is fully complete. University's Representative, Design Professional, University, and Contractor shall also inspect the construction when Beneficial Occupancy is required by University or stipulated in the Contract Documents. Design Professional shall compile a punch list indicating any lack of compliance with Contract Document requirements. University's Representative shall distribute one copy each to Design Professional, University's Project Administrator, building inspector, and Contractor.

2.5.8 PREFINAL INSPECTION OF CONSTRUCTION

- .1 When construction appears to be finished, the design professional is responsible for scheduling a prefinal inspection of the work to ascertain that it has been completed according to the plans and specifications. The inspection is conducted by the construction administrator assisted by the design professional, the campus representative, the contractor, the project manager/construction inspector, and the design professional's consultants including the landscape design professional, mechanical engineer, and electrical engineer or equivalent.
- .2 Any deviations or delinquencies in the work are noted on a punch list. Copies of this form are given to the contractor as directives in completing the project. When it is judged that all the items on the punch list have been corrected or completed, the final inspection is scheduled by the design professional.
- .3 All instructions required for operation and maintenance of the equipment to be installed also must be given to the campus representative by the contractor's personnel, through the design professional, before the final inspection is scheduled.

2.5.9 FINAL APPROVAL AND INSPECTION ACCEPTANCE

- .1 Design Professional shall review Contractor's As-Built Documents, guarantees, and operating data to assess compliance with the Contract Document requirements and notify University's Representative in writing of its findings.
- .2 Design Professional shall assist University's Representative to assemble written guarantees, operating and maintenance instruction books, diagrams, and charts required of Contractor. University's Representative is responsible for verifying that all required submittals have been received.
- .3 Design Professional shall assist University's Representative to conduct the final acceptance inspection of the construction with University and Contractor and shall advise University's Representative of the acceptability of the

work performed by Contractor.

- .4 An Inspection Acceptance form must be executed by University's Representative and received by University within seven calendar days from the inspection acceptance date. All parties required to sign the Inspection Acceptance form must be present for the final inspection.

2.5.10 RECORD DOCUMENTS

- .1 As required in the Project Agreement, Design Professional shall provide legible reproducible Record Documents to University on 0.004" (4 mil) thick, photo washoff Mylar drafting film with matte finish on both sides. Any revisions or changes that have been made during construction shall be incorporated in the Record Documents. During construction, Design Professional shall have reviewed all revisions and changes and shall have recommended approval of the set of drawings and specifications maintained by Contractor prior to Design Professional's preparation of the final Record Documents. Record Documents shall also be submitted in electronic format in compliance the CSU CAD Standards.

3. Additional Materials

The documents below provide further design guidelines and requirements for University projects. All requirements therein are hereby included as part of this document. All documents are available on the CSU Physical Planning & Development, Architecture & Engineering Web Site at: <http://www.calstate.edu/tier3/ppd/ae> or from the University Project Administrator.

Building Standards (14200: Elevators)

CSU Computer Aided Design Standards

Energy & Utility Systems Requirements

Commissioning

CSU Telecommunications Infrastructure Planning Guidelines

CSU Seismic Safety Standards

CSU Construction Contract General Conditions

All documents are available at:

[http:// www.calstate.edu/tier3/ppd/ae](http://www.calstate.edu/tier3/ppd/ae)

BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

**POLICY ON THE ROLES IN THE PHYSICAL DEVELOPMENT OF CSU
CAMPUSES**

The Board of Trustees approved the original policy on administering CSU's capital outlay program in December 1961 and modified it on September 8, 1966. The policy defined the roles, procedures and relationships in physically developing CSU campuses. In 1997, the Board of Trustees delegated design professional appointment authority to the campuses for approved capital outlay projects. This was done in conjunction with an executive order shifting capital outlay management to the campuses. This new policy updates role definitions for campus physical development; namely, Consulting Master Plan Architect, Consulting Landscape Architect, Project Architect, Project Landscape Architect, Project Engineer, Campus, Chancellor's Office, and the Board of Trustees.

The Board of Trustees

Although the primary contractual relationships for architects, landscape architects, project engineers, and other consultants serving the CSU campuses are with the Board of Trustees, the Board has delegated the negotiation, execution, administration, and supervision of these contracts and the services involved to the Chancellor who further delegated the authority to campus presidents or designees. The Board has retained authority to review and approve the following:

1. Capital outlay budgets.
2. Site selections.
3. Campus master plans in complete detail.
4. Schematic designs for major capital outlay projects.

The Chancellor's Office

The Board of Trustees has delegated authority to the Chancellor to perform the following actions while reporting to the Board of Trustees:

1. Prepare one-year and five-year capital outlay programs for review and approval by the Board.
2. Review and approve scope of projects.

3. Review campus master plans and schedule for review and approval by the Board when satisfactory.
4. Approve minor campus master plan revisions designated by the Board of Trustees.
5. Review schematic plans for buildings and schedule for review and approval by the Board when satisfactory.
6. Approve schematic plans for certain projects designated by the Board of Trustees.
7. Validate conformance of preliminary plans to scope, schedule and budget for all projects within limits designated by the Board of Trustees.
8. Validate conformance of working drawings to scope, schedule and budget for all projects within limits designated by the Board of Trustees.

The Campus

The campus President—acting with the advice and assistance of an administrative officer that he or she appoints—and a Campus Planning Committee that the President also appoints, initiates all planning, services, and projects. The President or designee directly manages all approved capital outlay projects. Membership of the Campus Planning Committee includes educational policy, finance, and master planning representation. The Consulting Master Plan Architect serves as an ex-officio member of the Committee. The Committee recommends actions to the President on the campus' long-range plan physical development, all capital outlay related matters and other areas of study delegated by the President.

The Consulting Master Plan Architect

The Consulting Master Plan Architect (MP Architect) advises the campus on developing its physical master plan. The MP Architect serves as an ex-officio member of the Campus Planning Committee and advises the President on developing, coordinating, and controlling the long-range, physical development plan. The MP Architect supplies continuity in planning for the growth of the campus, and in maintaining and updating the campus physical master plan.

The MP Architect's responsibility is toward the total building program. Working with the President and Campus Planning Committee, the MP Architect develops a general architectural vocabulary or character for the campus, which lends efficiency, distinction, and unity to campus buildings. This role also includes guiding Project Architects in complying with Board of Trustees procedures and standards. The MP Architect also recommends approval of schematic designs including architectural vocabulary, building color and material palettes. Finally, the MP Architect also advises the President on other long-range development matters.

The Consulting Landscape Architect

The Consulting Landscape Architect plays a similar role to the Consulting Master Plan Architect except that it applies to landscaping and developing campus grounds. The Consulting Landscape Architect works with the Consulting Master Plan Architect to align landscape design with building design. The Consulting Landscape Architect prepares and maintains a long-range, landscape master plan and advises the Consulting Master Plan Architect and the campus on all landscaping and campus grounds development issues. In addition, the Consulting Landscape Architect serves as a Project Landscape Architect when designated.

The Project Architect, Project Landscape Architect or Project Engineer

The Project Architect, Landscape Architect or Engineer looks to the university for direction, guidance, and approvals regarding their project-related work. This includes interpretation of CSU standards, policies, and procedures. The person in this role should seek guidance from the Consulting Master Plan Architect, and the Consulting Landscape Architect when appropriate, to prepare a project design that satisfies both the approved campus master plan and the campus design vocabulary.

GENERAL PROVISIONS FOR SERVICES

1. Commencement of Work: Work shall not commence under the Contract until a fully executed agreement has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.
2. Invoices:
 - (a) Invoices shall be submitted, in arrears, to the address stipulated in the Agreement. The Agreement number and Contractor's Social Security or Federal Identification number are to be included on the invoice. Final invoice shall be marked as such. Payment to the Contractor shall be made as promptly as fiscal procedures permit for performance under the Agreement.
 - (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
 - (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Agreement in accordance with CSU policy.
 - (d) Payment shall not be due until the latter of: (a) the performance completion date of services; or (b) receipt of an accurate invoice. Unless otherwise specified, payment will be made in accordance with Government Code Sections 927 et seq., as applicable.
3. Appropriation of Funds:
 - (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the University under the Contract, and relieve the University of any further obligation therefor.
 - (b) University agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. University further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.
4. Cancellation: CSU reserves the right to cancel this Agreement at any time upon thirty (30) days' written notice to the Contractor.
5. Independent Status: The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.
6. Conflict of Interest:
 - (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
 - (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Agreement.
7. Governing Law: All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Contractor shall comply with any State or federal law applicable to Contractor's performance under this Contract.
8. Assignments: Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.
9. Time: Time is of the essence of the Contract
10. Contract Alterations & Integration: No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated here in shall be binding on any of the parties hereto.
11. General Indemnity: The Contractor agrees to indemnify, defend and save harmless the University, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.
12. Use of Data: The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this agreement, for pecuniary gain not contemplated by the terms of this agreement, regardless of whether the Contractor is or is not under contract at the time such gain is realized. The report, survey, or other product developed by the Contractor pursuant to this agreement is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.
13. Non-Performance by Contractor: The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.
14. Personnel: The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
15. Unfair Practices Act: Bidders shall comply and bids shall be in accordance with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).
16. Nondiscrimination:
 - (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contractor's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).
 - (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
 - (d) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - (e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
17. Drug-Free Workplace Certification: By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.
18. It is expressly agreed and understood by the parties hereto that if any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

19. **Dispute:** Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the Contractor and The CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Agreement. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Agreement.

20. **Confidentiality of Data:** All financial, statistical, personal, technical and other data and information relating to The CSU's operations which are designated confidential by The CSU and made available to the Contractor or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to The CSU. The identification of all such confidential data and information as well as The CSU's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing to the Contractor by the CSU. The Contractor shall not, however, be required, by this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

21. **Rights and Remedies:** The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

22. **Endorsement:** Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other parties name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

23. **Patent, Copyright, and Trade Secret Indemnity:** A contractor may be required to furnish a bond to the University against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

(a) The Contractor, at its own expense, shall defend any action brought against the University to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the University in any such action. Such defense and payment shall be conditioned on the following:

- (1) That the Contractor shall be notified within a reasonable time in writing by the University of any notice of such claim; and,
- (2) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the University have the option to participate in such action at its own expense.

(b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the University shall permit the Contractor at its option and expense either to procure for the University the right to continue using the product, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such product by the University shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the University in procuring a substitute product. If, in the sole opinion of the University, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the University shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the University has paid Contractor less any reasonable amount for use or damage.

(c) The Contractor shall have no liability to the University under any provision of this paragraph with respect to any claim of patent, copyright or trade secret infringement which is based upon the combination or utilization of the product furnished hereunder with commodities or devices not made nor furnished by the Contractor.

24. **Noncollusion Affidavit:** By signing the bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is

genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

25. **Violation of Air or Water Pollution Laws:** Unless the Contract is less than \$10,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. If such determination is final, Government Code Section 4481 requires the State Water Resource Control Board and the Air Resources Board to notify State agencies of such persons.

Prior to an award, the University shall determine whether the intended awardee is a person included in notices from the Boards by reference to notices. No award will be made to a person who is identified either by the published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

26. **Compliance with NLRB Orders:** In submitting a bid or signing a contract the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

27. **Examination and Audit:** For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

28. **DVBE and Small Business Participation:** The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small and Minority Businesses (OSMB) are eligible to receive the preference. The University encourages all contractors to use the services of DVBE and OSMB-certified small business enterprises whenever possible, and to report their use to the University.

29. **Citizenship and Public Benefits:** If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he 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).

30. **Americans With Disabilities Act (ADA):** Contractor assures the University that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

31. **Child Support Compliance Act:** For any contract in excess of \$100,000, the contractor acknowledges in accordance with PUBLIC CONTRACT CODE Section 7110, that:

(a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The contractor, to the best of its knowledge 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 California Employment Development Department.

GENERAL PROVISIONS FOR SERVICES

1. **Commencement of Work:** Work shall not commence under the Contract until a fully executed agreement has been received by the Contractor and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.
2. **Invoices:**
 - (a) Invoices shall be submitted, in arrears, to the address stipulated in the Agreement. The Agreement number and Contractor's Social Security or Federal Identification number are to be included on the invoice. Final invoice shall be marked as such. Payment to the Contractor shall be made as promptly as fiscal procedures permit for performance under the Agreement.
 - (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
 - (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Agreement in accordance with CSU policy.
 - (d) Payment shall not be due until the latter of: (a) the performance completion date of services; or (b) receipt of an accurate invoice. Unless otherwise specified, payment will be made in accordance with Government Code Sections 927 et seq., as applicable.
3. **Appropriation of Funds:**
 - (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the University under the Contract, and relieve the University of any further obligation therefor.
 - (b) University agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. University further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.
4. **Cancellation:** CSU reserves the right to cancel this Agreement at any time upon thirty (30) days' written notice to the Contractor.
5. **Independent Status:** The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.
6. **Conflict of Interest:**
 - (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeable allow the Contractor to materially benefit from the adoption of such recommendations.
 - (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].

The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Agreement.
7. **Governing Law:** All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Contractor shall comply with any State or federal law applicable to Contractor's performance under this Contract.
8. **Assignments:** Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.
9. **Time:** Time is of the essence of the Contract
10. **Contract Alterations & Integration:** No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated here in shall be binding on any of the parties hereto.
11. **General Indemnity:** The Contractor agrees to indemnify, defend and save harmless the University, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.
12. **Use of Data:** The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this agreement, for pecuniary gain not contemplated by the terms of this agreement, regardless of whether the Contractor is or is not under contract at the time such gain is realized. The report, survey, or other product developed by the Contractor pursuant to this agreement is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.
13. **Non-Performance by Contractor:** The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.
14. **Personnel:** The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
15. **Unfair Practices Act:** Bidders shall comply and bids shall be in accordance with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).
16. **Nondiscrimination:**
 - (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contractor's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).
 - (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
 - (d) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - (e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
17. **Drug-Free Workplace Certification:** By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.
18. It is expressly agreed and understood by the parties hereto that if any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

19. Dispute: Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the Contractor and The CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Agreement. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Agreement.

20. Confidentiality of Data: All financial, statistical, personal, technical and other data and information relating to The CSU's operations which are designated confidential by The CSU and made available to the Contractor or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to The CSU. The identification of all such confidential data and information as well as The CSU's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing to the Contractor by the CSU. The Contractor shall not, however, be required, by this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

21. Rights and Remedies: The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.

22. Endorsement: Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other parties name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

23. Patent, Copyright, and Trade Secret Indemnity: A contractor may be required to furnish a bond to the University against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:

(a) The Contractor, at its own expense, shall defend any action brought against the University to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the University in any such action. Such defense and payment shall be conditioned on the following:

(1) That the Contractor shall be notified within a reasonable time in writing by the University of any notice of such claim; and,

(2) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the University have the option to participate in such action at its own expense.

(b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the University shall permit the Contractor at its option and expense either to procure for the University the right to continue using the product, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such product by the University shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the University in procuring a substitute product. If, in the sole opinion of the University, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the University shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the University has paid Contractor less any reasonable amount for use or damage.

(c) The Contractor shall have no liability to the University under any provision of this paragraph with respect to any claim of patent, copyright or trade secret infringement which is based upon the combination or utilization of the product furnished hereunder with commodities or devices not made nor furnished by the Contractor.

24. Noncollusion Affidavit: By signing the bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is

genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.

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27. Examination and Audit: For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of (a) the Office of the University Auditor, and (b) the State Auditor, for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8516.7 and with Education Code Section 89045(c & d), respectively. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.

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29. Citizenship and Public Benefits: If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he 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).

30. Americans With Disabilities Act (ADA): Contractor assures the University that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

31. Child Support Compliance Act: For any contract in excess of \$100,000, the contractor acknowledges in accordance with PUBLIC CONTRACT CODE Section 7110, that:

(a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The contractor, to the best of its knowledge 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 California Employment Development Department.

Compilation of Policies and Procedures for California State University Auxiliary Organizations

Reference	Section	Topic
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SECTION 9

9. EXPENDITURE OF AUXILIARY ORGANIZATION FUNDS

9.1 General Use and Limitations

Education Code,
Section 89904
(Appendix B)

9.1.1

All expenditures and fund appropriations shall be approved by the governing board of the auxiliary organization. This is generally done through a budget approval process with a delegation to operating officer(s) to implement the approved budget plan. Any expenditures outside of the normal business operations of the auxiliary organization shall be approved in accordance with Trustee policy and regulations by an officer of the Trustees.

Education Code
Section 89300
(Appendix B)

9.1.2

Auxiliary organizations exist primarily to serve the educational mission of The California State University. Each organization may expend funds consistent with those functions that the organization has been authorized to perform in its agreement with the Chancellor. Expenditures for student body organization activities must be consistent with the purposes approved by the Board of Trustees in Title 5, Section 42659 (see also Education Code, Section 89300, last paragraph).

Title 5, Sections
42501, 42502,
42659

(Appendix C)

The Trustees have listed the categories of operations that are appropriate for auxiliary organizations. (see Section 4.).

Expenditures must also be consistent with campus policy.

Title 5, Section
42500

Appendix (C)

Education Code,
89904

9.2

Policy on Expenditures of Funds for California State University Auxiliary Organizations

The Education Code requires the CSU to implement policies concerning certain aspects of the expenditure of auxiliary organization funds. Accordingly, a CSU policy, previously adopted and implemented, entitled "Policy on Expenditures of Funds for California State University Auxiliary Organizations" was intended to be responsive to the code requirement. This policy, set out beginning in section 9.2.1 below, continues to apply to auxiliary expenditures.

9.2.1

1. Basis for Expenditures

Auxiliary organizations were developed and authorized as separate nonprofit organizations, and have as a primary objective the goal of aiding and supplementing the instructional and service activities of the CSU. Thus, the auxiliary organizations may assist the campuses by expanding on the range of activities or by increasing the funding for ongoing CSU programs. They may expend their funds in this assistance role subject to the following conditions:

A. Expenditures must fall within the educational mission of the CSU as defined by the respective statutes, Board of Trustees policy, and campus policy.

B. Expenditures must not be made which are specifically prohibited for auxiliary organizations either by statute, Board of Trustees policy, or campus policy.

C. Expenditures must be made in conformity with State control procedures. "State control procedures" shall be defined as "regulations established by the (CSU) trustees" pursuant to Education Code, Section 89900 and "policies and conditions as the Board of Trustees and the campus president may from time to time establish" pursuant to Title 5, Section 42400. Accordingly, an auxiliary organization shall not expend funds for goods and services on behalf of a campus and arrange in some way to be compensated for the expenditure by the campus if circumvention of CSU policy or procedure would occur. For example, the auxiliary may not be used to purchase goods or contract for services for the campus in a manner which would circumvent the requirements of competitive bidding where the auxiliary would be compensated by the campus for

Appendix G: What Other Campuses are up to

COLLEGE OF THE ATLANTIC WOOD PRODUCTS PROCUREMENT POLICY

Whereas

- * The United States has already lost 96% of its old growth forests
- * Only 22% of the world's old growth forests are still intact
- * 76 countries have already lost all of their old growth forests. Eleven more countries are on the verge of losing their old growth forests.
- * Outside of the world's cold boreal regions, 75% of the world's old growth forests are threatened.

Whereas, old growth and tropical forests have important ecological values, as well as an existence value. Whereas, native forests everywhere are being converted into mono-cultural plantations; for example, the Southern U.S. is losing its native hardwood forests to pine plantations, and old growth forests in Chile are being converted into eucalyptus plantations. Engineered wood products, like chipboard or oriented strand board (OSB), accelerate clearcutting, plantation conversion, and native forest loss. Timber companies are also experimenting with genetically engineered trees, which endanger all native forests.

Whereas, a coalition of environmental and community groups have agreed to the following wood procurement goals for companies to meet

- * No wood products from old growth forests
- * No wood products from U.S. public lands
- * No new conversion of natural forests to plantations
- * No purchase of oriented strand board (OSB) from virgin tree material
- * No genetically engineered trees

Whereas, wood products coming from our National Forests are heavily subsidized and resulted in a net loss of \$2 billion to taxpayers from 1992 to 1997, as reported by the General Accounting Office.

Whereas, sustainable forestry creates jobs.

Whereas, purchasing bio-regional products will reduce the environmental impact of transporting those products.

Whereas, most the larger retail chains of wood and the top three home builders in this country have agreed to stop buying/using wood from endangered forests by 2002. As a result, a plentiful supply of wood that can be verified as not coming from endangered forest will soon become available.

Whereas, on-going mapping and monitoring work by will provide these companies and other interested parties with detailed maps showing the location of endangered forests throughout the world. Global Forest Watch, an initiative of World Resource Institute (WRI), is creating the first worldwide monitoring network that tracks threats to forests using satellite imagery and computers to gather the data and to map it out.

Whereas, the Certified Forest Products Council is a business association supported by environmentalists that certifies forest certification programs in an effort to unify independent certification efforts.

Whereas, College of the Atlantic has a responsibility to use its market power to push for more human ecological practices and to help facilitate "greener" business practices.

PROPOSAL PART 1: BUILDING MATERIALS

Resolved, College of the Atlantic shall prohibit the purchase of wood products from endangered forests in line with the preferential treatment listed below. This policy extends to all products supplied by or purchased from contractors, sub-contractors, vendors, and suppliers to College of the Atlantic. This policy shall cover all building contracts, material purchase, and office/dorm furniture purchases. This policy will be enforced through a clause in all purchases, contracts, and bids stating:

- A. That the contracting parties understand and agree to abide by this policy.
- B. Contracting parties shall seek guarantees from their own suppliers so as to ensure that the original sources of product materials are free of endangered forests material.
- C. The contracting parties agree to provide information on the source of all materials to College of the Atlantic in the event of a request of an audit by College of the Atlantic.

Resolved, College of the Atlantic shall seek out and give first preference to recovered (salvaged) or recycled building materials, furniture, and other supplies.

Resolved, College of the Atlantic shall give preference to non-wood alternatives that Campus Planning and Building Committee deems to be more ecologically and socially sustainable than using wood products.

Resolved, College of the Atlantic shall purchase products certified as sustainable by an organization approved by the Certified Forest Products Council, such as the Forest Stewardship Council.

Resolved, College of the Atlantic shall not purchase wood from old growth forests and shall set forth a goal of purchasing only certified wood products and products that do not involve the logging of U.S. public lands, new conversion of natural forests to plantations, the production of chipboard or oriented strand board (OSB) from virgin tree material, or genetically engineered trees

Resolved, College of the Atlantic shall only purchase tropical hardwoods if they are necessary to repair historical structures or are needed for an energy saving application and no comparable alternative exists. This decision shall be noted in Campus Planning and Building Committee minutes and preference will be given to salvaged or recycled lumber. If such lumber is not available, the wood purchased must be certified as sustainably harvested.

Resolved, College of the Atlantic shall continue to use and improve green building design. College of the Atlantic shall strive with its academic environment and office systems to minimize the use of paper with an emphasis on education and personal responsibility.

Resolved, Campus Planning and Building Committee shall send a letter to their primary suppliers of wood products detailing this policy and the resulting requirements the business must meet if it is to continue doing business with the college.

Resolved, Campus Planning and Building Committee shall review and revise this policy as necessary to assure that the policy is in line with current scientific and sociological knowledge on forest management. Community input will be sought from Social Environmental Action and other avenues.

PROPOSAL PART II: PAPER PROCUREMENT

Additional Rationale

Whereas, College of the Atlantic recognizes that in the next few years new technology will bring down the price of tree-free and recycled paper, as well as provide for a wide variety of new options such as old-growth free and chain of custody tracking of all wood and paper products.

Whereas, According to many environmental groups, Boise Cascade is the country's largest logger of old growth forests in the United States. Boise Cascade also sells wood products that from the heart of the Amazon Basin, tropical rainforests in Southeast Asia, and British Columbia's Great Bear Rainforest. Boise Cascade is also of concern to human rights activists given the case of Mexican farmer Rodolfo Montiel who was arrested, tortured, and sentenced to six years in jail on false charges after organizing a campaign to halt Boise Cascade's commercial logging project in the Mexican state of Guerrero

Resolved, College of the Atlantic shall purchase copy paper and paper products such as post-its, folders, etc that meets as many of the following criteria as possible, with the spirit of this policy insisting on meeting all of the following qualifications:

1) The paper contains 50% or greater post consumer recycled content. Over the next three years, College of the Atlantic shall meet the following goals so that at the end of 2004, College of the Atlantic shall use 100% Post Consumer Recycled or Tree Free Paper.

1a) For fiscal year 2001-2002 - 50% dollar value of total paper purchases contain 100% post consumer recycled or tree free content.

1b) For fiscal year 2002-2003 - 75% dollar value of total paper purchases contain 100% post consumer recycled or tree free content.

1c) For fiscal year 2003-2004 - 100% dollar value of total paper purchases contain 100% post consumer recycled or tree free content.

2) The supplier certifies in writing that any virgin fiber in the paper is not originating from old growth forests.

3) Is certified as Totally Chlorine Free (TCF) or, if not available, Elemental Chlorine Free (ECF)

4) The supplier certifies in writing that the paper only contains virgin fiber from a forestry operation that is certified as sustainable. The certifying organization must be an independent, non-profit, non-government certification organization accredited by the Certified Forest Products Council, such as the Forest Stewardship Council. The products provided must meet or beat these standards.

(Note: If this qualification is met, then so is #2 as long as the organization is accredited by the Certified Forest Products Council)

NOTE: 100% post consumer recycled paper or a tree-free alternative would be the best way to meet all the aforementioned criteria.

Resolved, College of the Atlantic shall inform all staff and faculty to double-side all copies and printouts, in order to save 50% paper use. Students shall be asked to do so as well and if no noticeable improvement (no drop in paper consumption on campus) is made by Winter 2002, the College shall examine the use of a per sheet of fee system (above a minimum) for printers in order to discourage excess copying and/or to purchasing even more environmental friendly paper products.

Resolved, Staff of the College shall begin to identify any photocopiers and printers that are not capable of double-sided or having difficulty using the high content recycled paper and report such machines to the schools purchasing agent. By 2004, College of the Atlantic will have replaced all equipment which does not double side.

Resolved, College of the Atlantic shall meet as many of the above criteria as possible. If a source that meets all of the required criteria is not currently available at a quality suitable for copy machines and printers (even after updating the equipment); at no time shall the College purchase paper that contains less than 30% post consumer recycled content.

Resolved, College of the Atlantic, shall no longer purchase products from Boise Cascade

Resolved, College of the Atlantic shall explore the use of alternative tree-free paper products

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SUBJECT: Protection of Old Growth Forests

SOURCE: Vice President and Chief Administrative Officer

POLICY NO: P. 15. DATE ISSUED:
May 1, 2001

RATIONALE: Indiana University recognizes the value of old growth forests and that certain responsibility may be addressed within the procurement effort. Therefore common practice shall be to avoid the purchase of wood and paper products, and the use of such products, whose content is derived from wood raw materials found in old growth forests.

POLICY: Indiana University will not purchase any wood or paper products derived from old growth forests.

DEFINITIONS: Old growth forest. Stands and or landscapes with either of the following characteristics:

- * A proportion of the trees have reached (or nearly reached) their maximum age relative to natural disturbance patterns to which the ecosystem is adapted.
- * Stands that have been essentially unaffected by intensive industrial activities over time periods long enough so that forest structure and composition are determined largely by natural disturbance and regeneration, and which are dominated by native tree species.
- * Included are all tropical forests and temperate rainforest (excluding those certified by the Forest Stewardship Council).

Wood or paper products: Any product that is based on wood or wood fiber products. This would include items such as paper, wooden furniture, plywood, paneling, particle board, dimensional lumber, veneer, etc.

PROCEDURE

REFERENCE: Throughout the purchasing process, the Purchasing Department is bound by and follows statutes, regulations, and ethical standards.

The Indiana University Purchasing Department will notify all vendors and contractors that we are eliminating the use of all products derived from old growth forests.

Indiana University reserves the right to ask for documentation from any supplier if sufficient evidence is presented that the supplier is in violation of this policy. Indiana University also reserves the right to sever all dealings with any supplier in violation of this policy.

Indiana University will review this policy within two years to ensure that it is meeting the desired goals. Also, at that time, Indiana University will re-evaluate whether a formal certification process with suppliers of wood and paper products will improve this process.

CROSS
REFERENCE:

RESPONSIBLE
ORGANIZATION: Indiana University Purchasing Department.

Appendix A

COLLEGE OF THE ATLANTIC WOOD PRODUCTS PROCUREMENT POLICY

Whereas

- * The United States has already lost 96% of its old growth forests
- * Only 22% of the world's old growth forests are still intact
- * 76 countries have already lost all of their old growth forests. Eleven more countries are on the verge of losing their old growth forests.
- * Outside of the world's cold boreal regions, 75% of the world's old growth forests are threatened.

Whereas, old growth and tropical forests have important ecological values, as well as an existence value. Whereas, native forests everywhere are being converted into mono-cultural plantations; for example, the Southern U.S. is losing its native hardwood forests to pine plantations, and old growth forests in Chile are being converted into eucalyptus plantations. Engineered wood products, like chipboard or oriented strand board (OSB), accelerate clearcutting, plantation conversion, and native forest loss. Timber companies are also experimenting with genetically engineered trees, which endanger all native forests.

Whereas, a coalition of environmental and community groups have agreed to the following wood procurement goals for companies to meet

- * No wood products from old growth forests
- * No wood products from U.S. public lands
- * No new conversion of natural forests to plantations
- * No purchase of oriented strand board (OSB) from virgin tree material
- * No genetically engineered trees

Whereas, wood products coming from our National Forests are heavily subsidized and resulted in a net loss of \$2 billion to taxpayers from 1992 to 1997, as reported by the General Accounting Office.

Whereas, sustainable forestry creates jobs.

Whereas, purchasing bio-regional products will reduce the environmental impact of transporting those products.

Whereas, most the larger retail chains of wood and the top three home builders in this country have agreed to stop buying/using wood from endangered forests by 2002. As a result, a plentiful supply of wood that can be verified as not coming from endangered forest will soon become available.

Whereas, on-going mapping and monitoring work by will provide these companies and other interested parties with detailed maps showing the location of endangered forests throughout the world. Global Forest Watch, an initiative of World Resource Institute (WRI), is creating the first worldwide monitoring network that tracks threats to forests using satellite imagery and computers to gather the data and to map it out.

Whereas, the Certified Forest Products Council is a business association supported by environmentalists that certifies forest certification programs in an effort to unify independent certification efforts.

Whereas, College of the Atlantic has a responsibility to use its market power to push for more human ecological practices and to help facilitate "greener" business practices.

PROPOSAL PART 1: BUILDING MATERIALS

Resolved, College of the Atlantic shall prohibit the purchase of wood products from endangered forests in line with the preferential treatment listed below. This policy extends to all products supplied by or purchased from contractors, sub-contractors, vendors, and suppliers to College of the Atlantic. This policy shall cover all building contracts, material purchase, and office/dorm furniture purchases. This policy will be enforced through a clause in all purchases, contracts, and bids stating:

- A. That the contracting parties understand and agree to abide by this policy.
- B. Contracting parties shall seek guarantees from their own suppliers so as to ensure that the original sources of product materials are free of endangered forests material.
- C. The contracting parties agree to provide information on the source of all materials to College of the Atlantic in the event of a request of an audit by College of the Atlantic.

Resolved, College of the Atlantic shall seek out and give first preference to recovered (salvaged) or recycled building materials, furniture, and other supplies.

Resolved, College of the Atlantic shall give preference to non-wood alternatives that Campus Planning and Building Committee deems to be more ecologically and socially sustainable than using wood products.

Resolved, College of the Atlantic shall purchase products certified as sustainable by an organization approved by the Certified Forest Products Council, such as the Forest Stewardship Council.

Resolved, College of the Atlantic shall not purchase wood from old growth forests and shall set forth a goal of purchasing only certified wood products and products that do not involve the logging of U.S. public lands, new conversion of natural forests to plantations, the production of chipboard or oriented strand board (OSB) from virgin tree material, or genetically engineered trees

Resolved, College of the Atlantic shall only purchase tropical hardwoods if they are necessary to repair historical structures or are needed for an energy saving application and no comparable alternative exists. This decision shall be noted in Campus Planning and Building Committee minutes and preference will be given to salvaged or recycled lumber. If such lumber is not available, the wood purchased must be certified as sustainably harvested.

Resolved, College of the Atlantic shall continue to use and improve green building design. College of the Atlantic shall strive with its academic environment and office systems to minimize the use of paper with an emphasis on education and personal responsibility.

Resolved, Campus Planning and Building Committee shall send a letter to their primary suppliers of wood products detailing this policy and the resulting requirements the business must meet if it is to continue doing business with the college.

Resolved, Campus Planning and Building Committee shall review and revise this policy as necessary to assure that the policy is in line with current scientific and sociological knowledge on forest management. Community input will be sought from Social Environmental Action and other avenues.

PROPOSAL PART II: PAPER PROCUREMENT

Additional Rationale

Whereas, College of the Atlantic recognizes that in the next few years new technology will bring down the price of tree-free and recycled paper, as well as provide for a wide variety of new options such as old-growth free and chain of custody tracking of all wood and paper products.

Whereas, According to many environmental groups, Boise Cascade is the country's largest logger of old growth forests in the United States. Boise Cascade also sells wood products that from the heart of the Amazon Basin, tropical rainforests in Southeast Asia, and British Columbia's Great Bear Rainforest. Boise Cascade is also of concern to human rights activists given the case of Mexican farmer Rodolfo Montiel who was arrested, tortured, and sentenced to six years in jail on false charges after organizing a campaign to halt Boise Cascade's commercial logging project in the Mexican state of Guerrero

Resolved, College of the Atlantic shall purchase copy paper and paper products such as post-its, folders, etc that meets as many of the following criteria as possible, with the spirit of this policy insisting on meeting all of the following qualifications:

1) The paper contains 50% or greater post consumer recycled content. Over the next three years, College of the Atlantic shall meet the following goals so that at the end of 2004, College of the Atlantic shall use 100% Post Consumer Recycled or Tree Free Paper.

1a) For fiscal year 2001-2002 - 50% dollar value of total paper purchases contain 100% post consumer recycled or tree free content.

1b) For fiscal year 2002-2003 - 75% dollar value of total paper purchases contain 100% post consumer recycled or tree free content.

1c) For fiscal year 2003-2004 - 100% dollar value of total paper purchases contain 100% post consumer recycled or tree free content.

2) The supplier certifies in writing that any virgin fiber in the paper is not originating from old growth forests.

3) Is certified as Totally Chlorine Free (TCF) or, if not available, Elemental Chlorine Free (ECF)

4) The supplier certifies in writing that the paper only contains virgin fiber from a forestry operation that is certified as sustainable. The certifying organization must be an independent, non-profit, non-government certification organization accredited by the Certified Forest Products Council, such as the Forest Stewardship Council. The products provided must meet or beat these standards.

(Note: If this qualification is met, then so is #2 as long as the organization is accredited by the Certified Forest Products Council)

NOTE: 100% post consumer recycled paper or a tree-free alternative would be the best way to meet all the aforementioned criteria.

Resolved, College of the Atlantic shall inform all staff and faculty to double-side all copies and printouts, in order to save 50% paper use. Students shall be asked to do so as well and if no noticeable improvement (no drop in paper consumption on campus) is made by Winter 2002, the College shall examine the use of a per sheet of fee system (above a minimum) for printers in order to discourage excess copying and/or to purchasing even more environmental friendly paper products.

Resolved, Staff of the College shall begin to identify any photocopiers and printers that are not capable of double-siding or having difficulty using the high content recycled paper and report such machines to the schools purchasing agent. By 2004, College of the Atlantic will have replaced all equipment which does not double side.

Resolved, College of the Atlantic shall meet as many of the above criteria as possible. If a source that meets all of the required criteria is not currently available at a quality suitable for copy machines and printers (even after updating the equipment); at no time shall the College purchase paper that contains less than 30% post consumer recycled content.

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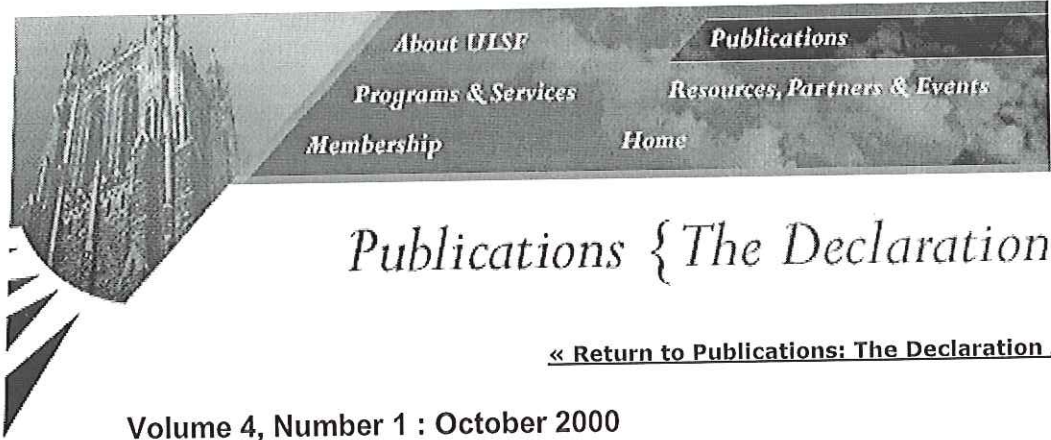
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Publications { The Declaration

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Volume 4, Number 1 : October 2000

Curriculum: Struggling Toward Sustainability at Northland College

By *Juliet Harding and Tom Wojciechowski*

Long before many of its current students were even born, Northland College began its environmental studies program. By the time those students were five years old, Northland's Sigurd Olson Environmental Institute was founded and built, a Native American Studies program was established, Outdoor Education majors were initiated, and Northland's first environmental theme house, the Conceptual Urban Dwelling, was opened for student residents.

By the time the students were ten years old, the College had invested \$172,000 in water saving devices, energy-efficient lighting, and heating system upgrades, as well as \$4,231,000 in building upgrades, which included energy-efficient systems. Campus Facilities Master Plan had begun, the Environmental Council was formed, and townhouses for students were built. Many environmental elements, making them the most efficient buildings on campus to date.

The College had also performed two environmental audits, sponsored a six-week discussion on sustainability through its Lifelong Learning Center, and won the Renew America Award for environmental achievement.

It has been at least a decade since the college community began struggling with sustainability. The Environmental Council developed the Sustainability Charter, completed audits and assessments, and continues to develop policies and promote practices. The student assessment created indicators particular to student impact on the campus. Classes explore the theoretical and global as well as the practical and local. Northland's multiple lecture series brings in national and international big thinkers to challenge our idealism and to give light to pessimism. It is difficult for Northland to determine whether we are doing things right, or doing the right things.

IN THE BEGINNING

Northland College began as North Wisconsin Academy in 1892, and opened its collegial doors in 1906, taking "Northland" as its name to represent the 10 million acre area of cut-over land that students called home. The College is located one mile from the south shore of Lake Superior, Chequamegon Bay and within a short drive of rivers, beaches, the Chequamegon National Forest, two Native American reservations and the Apostle Islands National Lakeshore.

Northland remained a traditional four-year liberal arts college until 1971, when it launched its environmental studies program.

environmental emphasis. Northland believes that an environmental liberal arts college which understands the natural world and our place in it is recognized as intrinsic to all facets of our existence.

At the same time, the College maintains that the liberal arts provide the appropriate skills to apply to the world's challenges, including environmental challenges. Northland offers courses in biology and music, meteorology and English, environmental studies and sociology, education and mathematics.

Northland is, at its heart, a liberal arts college, so classes in various disciplines focus on what you would expect in a traditional curriculum. In English, Shakespeare is still Shakespeare - timeless and magnificently insightful illustration of the human condition - but there are also classes like "Writing the Environmental Essay" or "Humanity and Nature in Literature," which develop traditional knowledge and skills by focusing on the natural world. "Foundations of Art" provides students with basic skills necessary for advanced courses like "Art Collaboration with Nature: Earth, Air, Fire, and Water." Business Economics offers courses in accounting, marketing, and management, but also teaches "Economics of Sustainable Development."

In addition, Northland College has a long tradition of outreach activities, and for nearly 50 years those activities have included environmental education. In 1993, Northland's Lifelong Learning Center sponsored a six-week discussion on sustainability. The following year, the Center invited Pliny Fisk and David Orr to campus. Some area residents, as well as Northland faculty and staff, credit those activities with the sustainability movement both in the region and on campus.

In 1989 the College formed an Environmental Council, institutionalizing a "watchdog" body comprised of students, faculty and staff. Through the decade of the 90s, the Council kept a constant watch on the operations of the campus community. Some define the Council as the environmental conscience of the College and many members considered the phrase "watchdog talk" as a guiding principle.

Recent accomplishments of the Council include the development of a campus sustainability charter that was adopted by the College's Board of Trustees in 1998. Ongoing work covers the development of principles of sustainability for the college. The Council used a consensus process to conduct the ULSF Sustainability Assessment Questionnaire, and developed a Green Building Policy for future major building projects, adopted by the Board of Trustees in May 2000. It also developed a list of environmental research projects based on campus operations, for independent senior capstone projects.

STUDENTS MAKE A DIFFERENCE

Northland's entire student body has also been a source of energy for sustainability. Over the years, student interest has altered the way the College does business, affecting everything from the food that is purchased to the way facilities are built.

Northland's food purchasing policies were challenged by students in government professor Dorothy Lagerroos' class. Lagerroos, who has been interested in sustainability ever since she attended the Earth Summit in Rio de Janeiro, encouraged students in her Environmental Seminars to do something about their desire for organic food in the cafeteria and to take into account the realities of changing "business as usual" at Northland. She points out that Northland is big enough that students can "poke and prod to try and get it to do some new things."

In 1993, Lagerroos' interdisciplinary class decided to investigate "a more healthful and environmentally and socially sound alternative for the Northland College cafeteria's food. They researched the possibility of buying locally grown, organic produce, examining the economics of altering Northland's food purchasing patterns.

The class named their 26-page report "Potatoes and Onions: Northland's Step Toward Sustainability." The report documents the criteria used to establish guidelines for the environmental, social and economic consequences of food purchasing. The investigation compared (among other things) the consequences of conventional farming and sustainable agriculture methods, of pesticide use and organic techniques, and the energy costs of distant food sources.

The students determined that given availability, storage needs, and cost, potatoes and onions were the most feasible local crops to purchase at first. After working with President Parson, the food service director, and the Chequamegon Bay Organic Growers Association, the recommendation went to the Northland College Student Association. The proposal received a 75% vote for local produce, despite a six-cent-per-meal increase in food costs, which students had to absorb.

"It is a big step from saying sustainability is about redesigning human society to saying we will better give our students some experience in doing it," says Lagerroos, recalling the message of that seminar.

"The students learn how difficult it is," Lagerroos says, "and they stop saying, 'Why don't you just...'" The students experience what a huge step potatoes and onions is - they're not talking about all produce - just two little pieces."

Since those early steps several other organic foods have been added and Northland is now working closely with a local organic farmer who offers tours of the farm to students and has set up an information booth in the cafeteria. It is a rare educational opportunity for college students to be able to talk with the people who produce their food.

CHANGING THE WAY WE BUILD

Another area in which students have had a big impact on Northland policies is the new residence hall. In 1995, Northland College began planning a new residence hall that would meet the needs of students, model its environmental mission, and provide a living/learning laboratory for environmental studies. Plans included renewable energy, recycled materials, certified green lumber, composting toilets, efficiency and durability - a building for the long haul.

Students were involved throughout the planning process. They gave their idealistic input, made demands, asked naive questions and were heard. Everyone compromised within budget constraints. In 1998, the Wendy and Malcolm McLean Environmental Living and Learning Center (ELLC) was completed. The American Institute of Architects selected the ELLC as one of 10 environmental buildings in its 2000 roster. This was due, in part, to student agitation for the most environmental features given limited economic resources.

A new three-credit non lecture-based course was developed to integrate students' living environment in the ELLC with the study of various components of sustainability. The ELLC serves as both a classroom and a lab for the course, which has been offered two semesters so far. The instructor, Tom Wojciechowski, and the students talk, stroll around the building, put ha

recycled surfaces, rake the compost, listen to the whoosh of the wind generator, and dip hands into the red clay while planting trees in the unfinished landscape. They talked with architects, engineers, green builders, wind and solar energy contractors, organic farmer, naturalist/writer and other students.

A tour of the local power plant was viewed by many in the class as a chance to reconnect with an old enemy. Engineers with their white hard hats led them through the cavernous bowels of the plant. But as a one-hour tour turned into two and questions poured from the students, a black and white issue blurred to multiple shades of grey. One student summed up the feelings of the class in this way:

"The trip to NSP (Northern States Power) was enlightening. I spoke with the plant manager before the rest of the group arrived, and I was relieved to like the man. It's important to talk to people from industries that represent such negativity. It makes thinking of solutions and compromises so much easier. I was so uneducated about the plant. We can hear the hum of the plant inside our house (in Ashland, Wisconsin) and smell the wood chips some days. The smokestacks make the view of afternoon sunsets from the marina a mocking irony. The coal pieces that fall into the water black near the plant point the mind down a negative path of blame ending at the front step.

"To find out they're not the dirtiest, but one of the cleanest (power plants) in the area, and one of the only ones to use wood instead of coal, has really changed my attitude. The people who have a hard job to do, and seem to care about what the plant is affecting around them, didn't demand so much power, they wouldn't be there - a fact nobody likes to confront. Blame is in reality on my front step. It's nice to feel communication rather than confrontation during a meeting like that. There is an expectation that industry hates environmentalists because so many of us seem to hate them. Vicious circle...."

The course structure attempted to broaden students' knowledge, but more importantly to challenge preconceptions and to free students' imaginations. A good example of this was the exploration of energy. After introductions to renewable systems at the ELLC (wind power, photovoltaic power, passive and active solar heating) and analysis of student energy demands, the students spent several class periods discussing their personal, as well as national, energy futures. Throughout the course, the class kept coming back to the question: Is this something possible?

One student wrote, "The principle tenets of sustainability, the word, concept, movement, way of life, cannot be embraced without the right congruence of life experiences. Something happens to all of us, some one thing, or equivalent combination of many things, to make it work." care."

Another said, "Sustainability, for the purposes of this paper, is the elephant in the center of the circle. We can all hold a glimpse of what it means, but without discussing the path to it with others, our own positions remain weak and lack a holistic vision.... Sustainability becomes not only a 'green lifestyle' but an inclusive mind set as well."

HISTORICAL PERSPECTIVES

During one class in the ELLC course, a renewable energy contractor went off on a tangent about the energy crisis of the '70s. Everyone had a laugh when they realized that all but one of the students had not been born then. A historical event can be a great motivator for some,

merely trivia to others.

This is amplified on campuses everywhere. While the faculty and staff may stay, the students usually leave within four years. None of Northland's students can remember that the buildings were once an example of environmentally friendly design, as was the Sigurd Olson Environmental Institute. Most students take Northland's pesticide-free landscaping policy, environmentally friendly cleaning products, food waste composting program, or the campus-wide paper recycling program. Each was a small battle in its time.

Northland's students also have a tendency to be enthusiastic, idealistic, and not the least satisfied with what they perceive as the glacial movements by the administration toward sustainability. Often, it is only after students leave campus to attend national conferences that they find out just how much Northland has accomplished, and how advanced the College is compared to its peers.

Even six years ago, one of three Northland delegates to the Campus Earth Summit at York University said upon his return: "One of the things I learned is that we can accomplish more at Northland because it is relatively small. Northland is great," he continued, "because of the good changes an environmentalist would hope for have already occurred. That means I don't have barriers set up by the College, and I can go past pure activism into areas of increased learning and involvement with the larger community."

Building the Straw Bale Energy Education Lab, tending the organic garden, providing and repairing bright yellow bicycles without charge to students - these and many more enterprises are examples of student-initiated or student-maintained projects at Northland today. In the future, the straw bale building may be passé, food production may not use earth, and it will be abandoned for some mode of transportation that uses neither rubber nor steel.

Students will pass the ELLC without noticing its once state-of-the-art features, and grow up with the slow-moving administration. But Northland will continue to do as much as it can, to bridge the gap between what is desired and what is possible. The College can look back over 30 years of good work, but our environment-Lake Superior, its beautiful shores, and all the inhabitants therein - and our planet need us to look forward to continued efforts toward sustainability. That may be the only future ahead.

Juliet Harding is the staff writer in Northland's public relations office. She has created several self-sustaining perennial flower gardens at her home near Chequamegon Bay.

Tom Wojciechowski is the Director of Student Development at Northland College and sits on the Facility Master Planning Committee and the Environmental Council. He attended the Environmental Literacy Institute in 1997.

For details as well as energy performance data see the Northland website. www.northland.edu. Select the Student Life section and then ELLC.

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Appendix H: LEED



LEED™ Green Building Rating System

NEW!!! California Title 24 (2001) v. ASHRAE 90.1-1999 Comparison for LEED
Stay tuned for further updates.

Have you heard about the [LEED™ Reference Package](#) and [June 2001 Reference Guide](#)?

Introductory Powerpoint Presentation

(right-click on title to save presentation with speaker notes)

Provides a general overview of the Council, the benefits of green building, and LEED™. Use it to educate your colleagues and clients!

OVERVIEW

RATING SYSTEM AND RESOURCES

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- [Reference Guide e-copy access](#)
- [Reference Package \(June 2001\)](#)

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- [Credit Rulings](#)
- [Credit Interpretation Request Form](#)

LEED™ CERTIFIED & REGISTERED PROJECTS

TRAINING WORKSHOPS

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LEED™ Overview

The LEED Green Building Rating System™ is a priority program of the US Green Building Council. It is a voluntary, consensus-based, market-driven building rating system based on existing proven technology. It evaluates environmental performance from a "whole building" perspective over a building's life cycle, providing a definitive standard for what constitutes a "green building".

LEED™ is based on accepted energy and environmental principles and strikes a balance between known effective practices and emerging

Access to the June 2001 Reference Guide is provided free of charge to *LEED™ Workshop attendees*. **Note: Accessibility begins 10 days after the Workshop date.** Just click [HERE](#) and enter your username (Firstname_Lastname) and password (four-digit number) provided at the workshop.

On-line Access to the Reference Guide for Reference Package Customers: Click [HERE](#) and enter your username and password.

Order the ***NEW LEED™ Reference Package!!!***

The Reference Package includes the following:

- June 2001 Reference Guide (hardcopy)
- Immediate online access to the June 2001 Reference Guide, for office or remote viewing
- LEED™ Rating System and Checklist (hardcopy)
- Companion CD-ROM with the Rating System, Welcome Packet (process and documentation details), Calculator (credit calculation spreadsheets and the Scorecard), Application Template, Slideshow Overview (educational tool on LEED and green building), and the Accreditation Exam Study Guide

ORDER HERE!

Members: \$250

Non-members: \$400

LEED™ Training Workshops

The US Green Building Council local and national organization will be hosting LEED™ training workshops around the country. Please view our [Workshop Announcement](#) for more details.

View our [Event Calendar](#) for LEED™ Workshops in your area, registration forms and pricing.

LEED™ Professional Accreditation Exam

The LEED Accredited Professional exam tests an individual's knowledge of LEED and green building in order to recognize green building specialists. LEED Accredited Professionals facilitate integrated design and LEED Certification processes. This credential program helps meet the supply and demand needs of the building industry. Our online Accredited Professional list facilitates networking between clients and service providers. Successful exam candidates will receive:

- a LEED™ Accredited Professional Certificate
- recognition as LEED™ Accredited Professionals on the USGBC web site, and

- one point toward LEED™ Certification of green building projects (if the Accredited Professional is on the project team).

Sample questions and a description of the exam's structure are provided in the [LEED Accreditation Exam Study Guide](#).

There are no prerequisites for registering for the LEED™ Accredited Professional Examination, however, it is strongly recommended that candidates have tenure in the building design and construction industry and/or as a building business professional or a facilities staff or executive. Areas of expertise and knowledge that will be required and be demonstrated will include but not be limited to the following:

- familiarity with the LEED Green Building Rating System Version 2.0,
- understanding of the LEED project registration/technical support/certification process,
- knowledge of the LEED certification documentation requirements,
- demonstrated knowledge of design and construction industry standards and process,
- understanding of the general subject matter of the various ASHRAE and Federal standards referenced in the LEED Green Building Rating System,
- intermediate understanding of green and sustainable design strategies and topics,
- demonstrated knowledge of the use and location of key green and sustainable design resources and tools.

Call 1-888-215-4154 to schedule a testing session appointment at any of the 300 Prometric and Sylvan Learning sites around the United States and Canada. Prometric is a third-party testing service contracted by USGBC. **Persons with disabilities or special conditions (i.e., medical equipment or needs) must first call USGBC at 202-828-7422, extension 208.** Members should be prepared to provide their USGBC Member username to receive the discounted registration fee. Prometric personnel will let you know what else you are required to bring. Be prepared to empty all your pockets -- no extraneous items may be brought into the testing room! The closed-book, electronic format exam will be up to 2 hours in length. The cost of the exam is **\$250 for members and \$350 for non-members** (subject to change).

To cancel or reschedule your exam appointment, notify Prometric directly through 888-215-4154 no later than noon, two (2) business days prior to your test date to avoid forfeiting the full exam fee. Speak with a customer service representative during the Prometric Call Center's business hours (between 8:00 am and 8:00 pm Eastern Standard Time, Monday through Friday, and 8:00 am to 4:00 pm on Saturday). No voicemails or e-mails are accepted as notice of cancellation. Phone lines may be busy, so call in advance. The least busy days to call are: (1) Saturday, and (2) Friday. The busiest time is in

the evening, before their 8:00 pm closing time.

(Viewing PDF files on this site requires [Adobe Acrobat Reader](#), which can be downloaded for free.)



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Contact us via e-mail at the following addresses:

LEED inquiries: <mailto:leedinfo@usgbc.org>

General USGBC inquiries: <mailto:info@usgbc.org>

US Green Building Council
1015 18th Street, NW, Suite 805
Washington, DC 20036
Phone: 202/82-USGBC (828-7422)
Fax: 202-828-5110

This site designed by [Mieczyslaw Boryslawski Assoc.A.I.A.](#)

Revised: October 10, 2001

Appendix I: Example of Purchasing Form and HSU Contract

HUMBOLDT STATE UNIVERSITY
Arcata, California

NOTICE TO CONTRACTORS AND INVITATION FOR BID

Project: **STAGE WING MODIFICATIONS, VAN
DUZER THEATRE**

Bid Number: **PW01-10**

Bid Opening Date: **Thursday, June 21, 2001**

Bid Opening Time: **3:00 P.M.**

Request Plans and Specifications from: A. Gail Dungan, Contract Specialist, Contracts, Procurement & Risk Mgt.
Humboldt State University
Student & Business Services Building, Suite 413
#1 Harpst Street
Arcata, California 95521-8299
(707) 826-3307/3512
agd7001@axe.humboldt.edu

Submit bids on the attached Bid Proposal Form (Exhibit "B") in a sealed envelope plainly marked:

Project: **STAGE WING MODIFICATIONS, VAN DUZER THEATRE**

Date of Bid Opening: **THURSDAY, JUNE 21, 2001**

Bid No. **PW01-10**

Mail or Submit Bids to: Richard A. Giacolini, Director, Contracts, Procurement & Risk Management
Humboldt State University
Student and Business Services Bldg., Suite 413
#1 Harpst Street
Arcata, California 95521-8299

Direct questions relating to this Notice to Contractors and Invitation for Bid to:

A. Gail Dungan, Contract Specialist
(707) 826-3307
agd7001@axe.humboldt.edu

Direct questions relating to the Plans and Specifications to:

Project Coordinator: Debra Hopkins, Senior Planner, Plant Operations
Telephone: (707) 826-3646

NOTICE TO CONTRACTORS

Humboldt State University will receive sealed proposals in Suite 413, Student & Business Services Building, Procurement and Support Services Office, #1 Harpst Street, Humboldt State University, Arcata, California 95521-8299, until 3:00 p.m., on Thursday, June 21, 2001, at which time they will be publicly opened and read, for PW01-10, Stage Wing Modifications, Van Duzer Theatre.

Proposals submitted by mail must be mailed sufficiently in advance of the bid opening to ensure delivery to the above address prior to the specified opening time. Humboldt State University assumes no responsibility for delay in delivery of the proposal either by the United States Post Office or after it is delivered to a central location on campus. Bids sent by telefacsimile will not be accepted.

In general, the work will consist of demolition of the existing plaster wings and construction and installation of hinged panels installed at the side wings of Van Duzer Theater stage to allow repositioning of stage lighting, in accordance with Exhibits "A", Notice to Contractors and Invitation to Bid; "B", Bid Proposal; "C", Contract General Conditions, "D", Standard California Nondiscrimination Construction Contract Specifications; "E", Special Conditions; "F", Specifications; "G", Plans; "H", Bidders Bond; "I", Payment Bond, and "J", Performance Bond. Bids must be submitted for the entire work described therein. Deviation from plans and specifications will not be considered and will be cause for rejection of bids. Humboldt State University reserves the right to reject any or all bids, and to waive any minor irregularities. Each bidder that offers a proposal must comply with the bidding provisions of Section 1.00 *et seq.* of the Contract General Conditions, Exhibit "C". It is the bidder's responsibility to examine all the provisions of the Contract General Conditions carefully prior to submitting a proposal.

REQUIRED LICENSE: In accordance with Public Contract Code Section 3300, the University has determined that the project described herein requires the following contracting license: "B", General Building Contractor, or "C-5", Carpentry, Cabinet and Millwork Contractor. The bidder must possess this license at the time the contract is awarded or bidder's proposal shall be rejected.

TIME OF COMPLETION: The Contractor is obligated to commence work no earlier than Monday, December 24, 2001, and to complete all work no later than Monday, January 14, 2002.

JOB SITE INSPECTION: A job-site inspection (walk-through) is not scheduled for a specific time, however, all prospective bidders must attend a walk-through in order to be eligible to bid on this project. Failure to attend a walk-through shall result in rejection of the bid. Each bidder must be represented at the walkthrough by a person who is knowledgeable in the construction management procedures and the majority of the building trades required to complete this project. Those wishing to inspect the job site should contact Debra Hopkins, Senior Planner, Plant Operations, Humboldt State University (707) 826-3646 to make arrangements for a specific date and time.

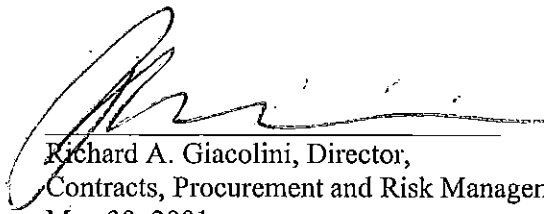
PREVAILING WAGE RATES: In accordance with the provisions of Section 1773 of the Labor Code, Humboldt State University has ascertained that the general prevailing rates of per diem wages applicable to the work to be done are to be those published by the Division of Labor Statistics and Research, California Department of Industrial Relations, for the county in which the work is to be done. Copies of the prevailing wage rates are available to any interested party upon request from, and are on file in, the office of Contracts, Procurement and Risk Management, Room 413, Student & Business Services Building, Humboldt State University, #1 Harpst Street, Arcata, California 95521-8299. Included in the prevailing wage rates are employer payments for health and welfare, vacation, pension, apprenticeship, or other authorized training programs, and similar purposes. Holidays shall be as defined in the collective bargaining agreement applicable to the labor classification(s) employed on the project. If a bidder intends to use a craft or classification which is not listed in the prevailing wage rates obtained from the Department of Industrial Relations, the bidder may be required to pay the wage rate of the craft or classification most closely related to it.

SMALL BUSINESS PREFERENCE: Preference will be granted to bidders properly approved as "Small Business" in accordance with Government Code, Section 14835 et seq. (See Section 1.11 of the Contract General Conditions). Application must be submitted to the Office of Small and Minority Business, 1812 Fourteenth Street, Suite 200, Sacramento, California 95814 (Telephone 916-322-5060). Certification must be obtained by 5:00 p.m. on the date of the bid opening. If you wish to apply for the 5% preference, Form CRL013 must be completed and submitted with your bid proposal.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM: Your attention is called to the "Nondiscrimination Clause" set forth in Section 3.04 of the Contract General Conditions, Exhibit "C", which is applicable to all nonexempt State construction contracts and subcontracts and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth in Exhibit "D". The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

BONDS: A bid security in an amount equal to ten per cent (10%) of the bid is required. The bid security may be in cash, a cashier's check, a certified check made payable to Humboldt State University, or a bidder's bond (Exhibit "J"). (See Section 2.04 of the Contract General Conditions, Exhibit "C".) Prior to the execution of the contract, the successful bidder shall furnish a payment bond (Exhibit "H") in an amount equal to One Hundred per cent (100%) of the contract price when the contract price exceeds \$5,000. If the contract price exceeds \$100,000 or if progress payments are requested by the successful bidder, a performance bond (Exhibit "I") in an amount equal to at least One Hundred per cent (100%) of the contract price is required prior to execution of the contract. Progress payments are not allowed on contracts of less than \$10,000. Payment bonds and performance bonds must be provided on the forms approved by the Trustees of the California State University only.

DISABLED VETERAN BUSINESS ENTERPRISES CONTRACTUAL PARTICIPATION GOALS, REGULATIONS AND PROCEDURES: Due to the nature of the work involved, this project has been exempted from compliance with DVBE requirements.


Richard A. Giacolini, Director,
Contracts, Procurement and Risk Management
May 30, 2001

HUMBOLDT STATE UNIVERSITY
Arcata, California

BID PROPOSAL

Invitation for Bid No. PW01-10

Job Title: STAGE WING MODIFICATIONS, VAN
DUZER THEATRE

To: Contracts, Procurement & Risk Management
Suite 413,
Student & Business Services Building
#1 Harpst Street
Humboldt State University
Arcata, California 95521-8299

Date: _____

In compliance with your Invitation for Bid, our bid is:

_____ lump sum.
(use figures only)

Note: The above amounts are stated in figures only and are the total amounts bid for the entire contract work and each alternate (when applicable), including the cost of bonds, permits, taxes and every other item of expense, direct or indirect, incidental to the contract. Any alteration or 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, Humboldt State University will use the lower figure irrespective of the bidder's intent.

We acknowledge receipt of Addenda number(s) _____

Prompt payment discounts offered by the bidder(s) will be used in determining the apparent low bidder. Terms of less than 15 days or ½ of one per cent of the total bid cannot be accepted by the University.

Cash discount of _____% will be allowed for payment in _____ days.

We are an approved Small Business Contractor and are hereby requesting the 5% Small Business Preference. Form SAMBPAD-09 has been submitted to the Office of Small and Minority Business, Sacramento, California, and Standard Form 811 is hereby attached.

Yes _____ No _____

Designation of Subcontractors. The undersigned bidder has set forth below (a) the name and location of the place of business of each subcontractor who will be awarded a portion of the work in an amount in excess of one-half of one percent (.5 %) of the prime contractor's total bid, and (b) the portion of work which will be done by each subcontractor. (If no subcontractors are to be employed on the project, designate "none".)

Type of Work	Name of Subcontractor	Business Address	License Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Nondiscrimination Compliance Statement. The company named below (hereinafter referred to as "prospective contractor" hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave.

Eligibility to Bid. The bidder's signature affixed hereon and dated shall constitute a certification under penalty of perjury that the bidder or any subcontractor to be engaged by the bidder has not been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract within the preceding three years (Public Contract Code, Section 10285 et seq.).

By its signature on this bid, the bidder certifies under penalty of perjury the accuracy of the representations made on the bid form with regard to the contractor's license number, class, and expiration date.

The official named below, hereby swears, that (s)he is duly authorized to legally bind the prospective contractor to the above-described Nondiscrimination Compliance certification statement and is fully aware that the certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

The undersigned bidder hereby submits this bid and agrees to the terms and conditions thereof:

Executed this _____ day of _____ in the County of _____, State of _____.

Signature _____ Name (printed) and Title _____

Name of Company/Corporation in Full as Licensed _____

Address _____ City _____ State _____ Zip Code _____

(_____)
Telephone Number _____ Federal ID or Social Security Number _____

Contractor California License:

Number _____ Class _____ Expiration Date _____

Corporation _____ (Corporation ID # _____)

Partnership _____

Individual _____

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) in order to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109 and the State Revenue and Taxation Code, Section 18934. The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information requested.

You have the right to access records containing your personal information, such as your SSN. to exercise that right, please contact Procurement & Support Services, Humboldt State University, #1 Harpst Street, Arcata, California 95521-8299 or telephone (707) 826-3512.

THE CALIFORNIA STATE UNIVERSITY

SMALL BUSINESS PREFERENCE AND CERTIFICATION REQUEST

(Bidders requesting a 5% Small Business Preference must enclose this form in the Bid Package)

Project Number: _____

Project Name: _____

THE UNDERSIGNED HEREBY REQUESTS PREFERENCE AS A "SMALL BUSINESS" AND FURTHER CERTIFIES UNDER PENALTY OF PERJURY, THAT THE FIRM STILL MEETS THE REQUIREMENTS OF SECTION 1896(L) TITLE 2, OF THE CALIFORNIA ADMINISTRATIVE CODE.

NOTICE TO ALL BIDDERS: Section 14835 *et seq.* of the California Government Code 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 Title 2, California Code of Regulations, Section 1896, *et seq.* A copy of the regulations is available upon request. 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 State Office of Small Business Certification and Resources (OSBCR) by 5:00 p.m. on the date bids are opened, and be verified by such office. Questions regarding the preference approval process should be directed to the State Office of Small Business Certification and Resources (OSBCR) at (916) 323-5478, FAX: (916)442-7855 at 1531 I Street, 2nd Floor, C-17, Sacramento, CA 95814-2016.

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 CONTRACTOR'S 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, HE/SHE SHALL SET FORTH 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

Subcontractor

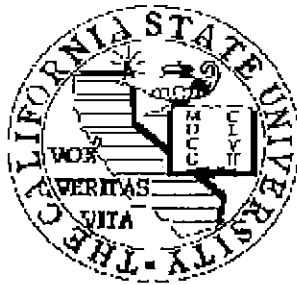
_____ Yes _____ No Percentage _____

SPECIAL ATTENTION IS DIRECTED TO SECTION 1896.12 FOR PENALTIES FOR FURNISHING INCORRECT SUPPORTING INFORMATION IN OBTAINING PREFERENCE.

Construction Mgmt.
1/99

CONTRACT GENERAL CONDITIONS

FOR MINOR CAPITAL OUTLAY PROJECTS



THE CALIFORNIA STATE UNIVERSITY

OFFICE OF THE CHANCELLOR
CAPITAL PLANNING, DESIGN AND CONSTRUCTION

(www.calstate.edu/tier3/ppd/cm)

Revised January, 2001

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**CONTRACT GENERAL CONDITIONS
FOR MINOR CAPITAL OUTLAY PROJECTS**

1.00 DEFINITIONS

Addendum - A document issued by the University during the bidding period that modifies or supersedes portions of the contract documents.

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

Bid Date - The day on which bid proposals for a project are opened.

Bidder - Any individual or business entity acting directly or through an authorized representative that submits a proposal for the work.

Campus - The California State University campus on which the project is located.

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

Construction Administrator - The person delegated by the Trustees to manage the construction phase of the project, and who is authorized to approve changes to the contract.

Construction Inspector - The Inspector on the project site who receives administrative direction from the University.

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

Contract Documents - The Bid Proposal Form, Notice to Contractors, bonds, insurance certificates, plans, specifications, addenda, Agreement, Contract General Conditions, Supplementary General Conditions, Special Conditions, and change orders.

Contractor - The individual or business entity that has entered into this contract with the University.

Executive Dean - University official who oversees the capital outlay process.

Field Instruction - A written communication to the Contractor. The field instruction may reject work or issue coordination communications under the Construction Inspector's signature, but when it directs additional work or work under dispute, it must be issued under authority of the University.

Plans - The drawings which include elevations, sections, details, schedules, diagrams, information, notes, or reproductions or any of these, and which show the location, character, dimension, or details of the work.

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

Project - The total work required by the contract.

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

Specifications - The instructions and requirements which complement the plans and which describe the manner of performing the work or the quantities, qualities and types of materials to be furnished.

State - State of California.

Subcontractor - Any individual or business entity that contracts with Contractor to furnish either labor and materials or equipment, or labor only.

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

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

Trustees - The Trustees of the California State University and their authorized representatives who act on behalf of the Trustees. The Trustees are the legally constituted governing body of the California State University system (see Education Code Section 66600 *et seq.*) which have full power and responsibility in the construction and development of any state university campus and any buildings or other facilities with improvements connected with the California State University (see Education Code Section 66606).

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.

2.00 BIDDING

2.01 Competence of Bidders

a. License

No bidder may bid on work for which it is not properly licensed. Any bid received from a bidder who is not properly licensed shall be disregarded (Business and Professions Code, Section 7028.15). A contract shall not be awarded to a bidder who does not possess the appropriate contractor's license. The appropriate contractor's license is that specified in the Notice to Contractors. Joint venture bidders must possess a joint venture license (Public Contract Code Section 3300).

b. Prequalification Rating

For projects that have an estimated construction cost of \$300,000 or more, proposal packages for projects will be issued only to bidders who have prequalified with the Trustees. To prequalify, a bidder must file a statement of financial condition and previous experience in performing public works on a standard questionnaire form obtained from the Trustees. When completed, the questionnaire, including the financial statement, shall be verified under oath. The completed forms must be filed at least five days prior to the date for opening bids and approved not less than one day prior to the date set for opening bids. Bidders may procure standard questionnaire forms from the Prequalification Coordinator at: The California State University, Office of the Chancellor, Capital Planning, Design and Construction, at the following address: 401 Golden Shore, Long Beach, CA, 90802-4210. Or bidders may access these forms on the Internet at www.calstate.edu/tier3/ppd/cm (Public Contract Code Sections 10760-10763).

The bidder's statement of experience and financial condition will be reviewed upon receipt, and the bidder will be notified of the rating that has been established on the basis of information contained in the statement. The rating will be the maximum amount of a contract or contracts that may be undertaken with the Trustees by the bidder. Any bid received from a bidder who is not currently prequalified shall be disregarded. Although this prequalification permits participation in the bidding of the project, it does not mean that the bidder satisfies the requirements of being a "responsible" bidder. This determination occurs later in the process (see Article 2.09).

If two or more prospective bidders desire to bid as a joint venture on a single project, they must file an affidavit of joint venture with the Trustees on a form obtained from the Trustees. The affidavit of joint venture will be valid only for the specific project for which it was filed. Each party to the joint venture must be prequalified, as above, one day prior to the time set for opening bids.

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

The bidder shall carefully examine the site and the plans and specifications for the project and shall investigate and be satisfied as to the conditions to be encountered, the character and quantity of surface and subsurface materials or obstacles

to be encountered, rights of way and easements at or near the site, the work to be performed, and materials to be furnished and as to the requirements of the proposal, plans, and specifications for the project. Refer to Article 4.10.

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

2.03 Clarification During Bidding

The bidder shall examine the plans and specifications in preparing the bid and shall report to the University any omissions, discrepancies, or apparent errors found in the plans and specifications. Prior to the date of bid opening, the bidder shall submit a written request for clarification to the University who may give such clarification in the form of addenda to all bidders if time permits. Otherwise, in estimating the cost of the project, the bidder shall consider that any conflicts shall be governed by Article 5.01.

Bidders are advised that the time period for submitting a proposed product as "an equal" is limited to the period prior to the award of contract. Refer to Article 5.04-c.

Only the University Official, as identified in the Notice to Contractors, 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.

2.04 Bidding Documents

a. Bid Proposal Forms

The bid shall be presented only on the standard Bid Proposal form provided by the University (Public Contract Code Section 10764). The bid shall be a lump-sum amount for work completed as required by the contract documents and shall include license fees, sales tax, cost of insurance, and any other cost incidental to the work. The bid shall be executed by the bidder, or authorized representative of the bidder, and shall include the bidder's name, address, and license number. The bid shall be irrevocable for a period of 60 days after the date of the bid opening.

For projects that have an estimated construction cost of \$300,000 or more, the standard Bid Proposal forms will be issued only to bidders who have prequalified with the Trustees (see Article 2.01-b). Bids not presented on forms so furnished shall be disregarded (Public Contract Code Section 10764).

b. Listing of Proposed Subcontractors

Each proposal shall have listed therein the name and location of the place of business of each subcontractor under subcontract to the Contractor, which will perform work or labor or render services for the Contractor in excess of one-half of one percent of the Contractor's total bid. The proposal shall also state the portion of work or labor or rendition of services that each such subcontractor will do. If no subcontractor is listed or if more than one subcontractor is listed for the same portion of work, the law requires the bidder to be qualified to do the work and to do the work itself (Public Contract Code Sections 4104, 4105, and 4106).

c. Bidder's Security

All bids shall be presented under sealed cover and have enclosed an amount equal to at least 10 percent of the bid as bid security. The bid security may be a cashier's check, or certified check made payable to the University, or a bidder's bond. No bid shall be considered unless one of these forms of bid security is enclosed therewith (Public Contract Code Section 10765). If the bid security is a bond, a corporation authorized as an admitted surety to issue surety bonds in California, shall execute that bond, and it shall be executed on the form prescribed by the University.

2.05 Bid Proposals

a. Submission of Proposals

Proposals shall be submitted to the office indicated on the bid proposal. It is the bidder's responsibility to see that its bid is received in the proper time. Delays in timely receipt of the bid caused by the United States or the University mail system, independent carriers, acts of God, or any other cause shall not excuse late receipt of a bid. Any bid received after the scheduled closing time for receipt of bids shall not be considered and will be returned to the bidder unopened (Public Contract Code Section 10766).

b. Withdrawal of Proposals

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

c. **Public Opening of Proposals**

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

d. **Rejection of Irregular Proposals**

Proposals may be rejected if they show any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. If the bid amount is changed after the amount has been once inserted, the change shall be initialed.

e. **Power of Attorney or Agent**

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

f. **Waiver of Irregularities**

The University reserves the right to waive any or all irregularities in proposals submitted.

2.06 Competitive Bidding

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

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

2.07 Mistake in Bid

A bidder may not be relieved of a bid because of mistake unless all the elements for relief in Section 5103 of the Public Contract Code are present, and the University consents to relief. No change may be made in a bid because of a mistake. However, a bidder may pursue relief of its bid in accordance with Section 5100 *et seq.* of the Public Contract Code.

2.08 Small Business Five Percent Bid Advantage

A small business bid advantage of five percent up to a maximum of \$50,000 shall be given to contracting firms that have been certified as a "Small Business" by the Office of Small Business Certification & Resources Division of the Department of General Services. Such certification shall be in accordance with Section 1896.2, Title 2, California Code of Regulations.

To receive the five percent advantage, Certified Small Businesses shall:

- a. Submit with the bid a completed form "Request for Small Business Five Percent Preference Certification".
- b. Be certified as a Small Business upon verification in accordance with Section 1896.2, having applied for certification no later than 5:00 PM on bid date.

Special care shall be taken for projects that require a type 'A' or 'B' license, and two or more subcontractors will be used. Preference will only be granted when the small business certifies that at least fifty percent (50%) of subcontractors to be utilized are certified small businesses, in accordance with Section 1896.2(b)(1).

2.09 Failure to Be a Responsible Bidder

In order to be considered for award of a contract a bidder must be a responsible bidder (Public Contract Code Section 10780). To be responsible, the bidder, in the judgment of the University, 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 University question bidder's responsibility the bidder 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 University to hear the matter. A decision concerning the bidder's responsibility shall be mailed to the bidder within 10 calendar days of the conclusion of the hearing. Refer to Article 7.03.

2.10 California Company; Reciprocal Preference Against Nonresident Contractors; Certification

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

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

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

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

2.11 Disabled Veteran Business Enterprise Participation Requirement

California state law requires that its state agencies make efforts to achieve a goal of three (3) percent participation for disabled veteran business enterprises (DVBE) in state contracts. Failure to comply with the DVBE requirement may cause the bid to be deemed nonresponsive and the bidder to be ineligible for award of contract.

a. Special Definitions

- (1) 'Disabled Veteran' as used herein, means a veteran of the military, naval or air services of the United States with at least a ten (10) percent service-connected disability who is a resident of the State of California.
- (2) 'Disabled Veteran Business Enterprise' (DVBE) as used herein, means a business concern certified by the Office of Small Business Certification & Resources as meeting all of the following:
 - (a) 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 owned by one or more disabled veterans; a subsidiary which is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture's management and control and earnings are held by one or more disabled veterans.
 - (b) 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 concern.
 - (c) 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. Goal Attainment or "Good Faith Effort"

In order to satisfy and be responsive to this requirement, the bidder must either meet the DVBE Participation Goal or document a "Good Faith Effort" to meet that goal as follows:

- (1) DVBE Participation Goal Attainment
The three (3) percent DVBE Participation Goal is attained when:
 - (a) The bidder is not a DVBE and is committed to use DVBEs for not less than three (3) percent of the contract dollar amount; or
 - (b) The bidder is a DVBE and committed to performing not less than three (3) percent of the contract dollar amount with its own forces or in combination with those of other DVBEs.
- (2) Good Faith Effort

A "Good Faith Effort" to meet the DVBE goal is achieved by doing all of the following five items prior to the final bid due date. Each of these items must be satisfied for each contract bid. The bidder shall:

- (a) contact the Trustees' DVBE Coordinator at the telephone number provided in the Notice to Contractors to identify potential DVBEs. This call will initiate the provision of information to the bidder;
- (b) contact other state and federal government agencies and local DVBE organizations to identify potential DVBEs for this contract;
- (c) advertise in trade paper and papers focusing on DVBEs. Advertisement must have appeared in publications at least ten (10) calendar days prior to the bid due date, unless time limits imposed by the Trustees do not permit that advertising;
- (d) send solicitation to potential DVBE subcontractors and suppliers for this contract with sufficient lead time to fully entertain and consider responding bids; and
- (e) consider responding DVBEs for participation in this contract.

c. Documentation Requirements

The bidder must document its effort to either meet the DVBE participation goal requirement or make a good faith effort to meet it. Bidders who propose goal attainment are encouraged to submit documentation for making a "Good Faith Effort" also. This will provide "back-up" eligibility, ensuring against the possibility that the Trustees will not agree that goal attainment has, in fact, been met.

The bidder's efforts to meet the contract DVBE Participation Goal and/or make a "Good Faith Effort" to meet the goal must be sincere, and the documentation must be sufficient to reasonably demonstrate that sincerity to the Trustees. Final determination of DVBE Participation Goal Attainment or a "Good Faith Effort" by the bidder shall be at the Trustees' sole discretion.

(1) Required Documentation

The DVBE documentation forms that must be completed are as follows, and instructions for completing the required forms correctly are included to assist the bidder.

- (a) DVBE Transmittal Form
Bidders must fill out and attach the DVBE transmittal form as a cover sheet to the required documents and submit it and the additional required documentation within two (2) business days following the bid opening date. 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)
Whether DVBE Participation Goal Attainment or the "Good Faith Effort" alternative is chosen, 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. If no participation is achieved, the bidder is to state "N/A" or "None" on the first line of the form. Complete the form providing the information as follows:
 - (i) Company Name - list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, its name must also be listed to receive participation credit.
 - (ii) Nature of Work - identify the proposed work or service to be provided by the listed company.
 - (iii) Contracting With - list the name of the department or company with which the company listed is contracting.
 - (iv) Tier - the contracting tier should be indicated with the following level designations:
 - 0 = Prime contractor;
 - 1 = First tier subcontractor/supplier;
 - 2 = Second tier subcontractor/supplier of first tier subcontractor/supplier;
 - 3 = Third tier subcontractor/supplier of second tier subcontractor/supplier, etc.
 - (v) Claimed DVBE Value - the total dollar amount of the value claimed by a disabled veteran business enterprise.
 - (vi) Percentage of Contract - compute the percentage (%) of the claimed DVBE value of the total contract dollar amount.
 - (vii) DVBE Certification - The bidder must include one copy of the DVBE certification letter from the Office of Small Business Certification & Resources for each DVBE firm listed on the Summary of Disabled Veteran Owned Business Participation.
- (c) Bidder's Certification (Attachment 2)

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

(d) Documentation of Good Faith Effort (Attachment 3, 3 pages)

Bidders must submit documentation to support their contacts with the Trustees, other state and federal governmental agencies, and other organizations that helped identify or provided a list of interested DVBEs for this contract. A list of dates, times, (if known), organizations contacted, and contact names and phone numbers must be provided to corroborate these contacts.

(2) Timeframe for Submitting Documentation

The DVBE participation documentation must be submitted within two (2) business days following the bid opening date. Failure to submit full and accurate documentation within two (2) business days following the bid opening date will result in the bidder being deemed nonresponsive, and thus ineligible for award of the contract.

d. Use of Proposed DVBE

If awarded the contract, the successful bidder must use the DVBE subcontractors and/or suppliers proposed in its bid proposal unless it has requested substitution and has received approval of the Trustees in compliance with the Subletting and Subcontracting Fair Practices Act.

e. 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
Office of Small Business Certification & Resources
1531 I Street, 2nd Floor
Sacramento, California 95814-2016, telephone number: (916) 322-5060,
or, via the Internet at www.osmb.dgs.ca.gov.

3.00 AWARD AND EXECUTION OF CONTRACT

3.01 Award of Contract

If the University deems the acceptance of the lowest responsible bid or bids is not in the best interests of the State, the University may reject all bids (Public Contract Code Section 10785). If the contract is awarded, it shall be to the lowest responsible bidder whose proposal complies with all the requirements prescribed (Public Contract Code Section 10780). Such award shall be made within sixty days after the opening of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the University may award the contract to the second lowest responsible bidder. Such award shall be made within seventy-five days after the opening of proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the University may award the contract to the third lowest responsible bidder. Such award shall be made within ninety days after the opening of the proposals. The above time periods within which the award of contract may be made are subject to such no-cost extensions as may be agreed upon in writing between the University and the bidder concerned (Public Contract Code Section 10782).

3.02 Return of Bidder's Security

Bidder's security of the second and third lowest responsible bidders may be withheld from such bidders until the contract has been finally executed. The cashier's checks and certified checks submitted by all other unsuccessful bidders shall be returned to them within ten (10) days after the contract is awarded, and their bidder's bonds shall be of no further effect (Public Contract Code Section 10784).

3.03 Contract Bonds

The successful bidder shall furnish in four duplicate counterparts, two surety bonds in the form prescribed by the University, each 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". One of the surety bonds shall guarantee faithful performance of the contract by the Contractor and the other shall secure payment of laborers, mechanics, or materialmen employed on the project. Such bonds are subject to the approval of the University. Contract bonds shall remain in full force and effect during the term of the contract including the one-year guarantee period,

unless a longer bond period is stipulated in the contract documents (see Article 8.05; Public Contract Code Sections 10821-10824).

All alterations, extensions of time, extra and additional work, and other changes authorized by any part of the contract, including determinations made under Article 7.01 shall be made without securing the consent of the surety or sureties on the contract bonds.

Whenever the University has cause to believe that the surety has become insufficient, the University may demand in writing that the Contractor provide such further bonds or additional surety, not exceeding that originally required, as in the University' opinion is necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made to the Contractor or any assignee of the Contractor until the further bonds or additional surety have been furnished (Public Contract Code Section 10825).

Riders or modifications of any kind on bidders bonds, performance bonds and payment bonds are not acceptable and may result in a bidder being disqualified as nonresponsive. Bond document forms approved by the Trustees must be used without alteration.

3.04 Execution of Contract

The contract shall be signed by the successful bidder in four duplicate counterparts and returned to the University together with the contract bonds and certificates evidencing the required insurance coverage (see Article 4.06) within ten days of receipt from the University, not including Saturdays, Sundays, or legal holidays. The Contractor and the University shall each sign two sets of plans, specifications, and addenda (usually at the pre-construction conference), one set for each party to be filed with the contract. No contract shall be binding upon the University until it has been executed by the Contractor and the University.

When the contract has been fully executed, the Contractor will receive from the University a Notice to Proceed. The Contractor may not begin work before receiving the University' written Notice to Proceed. Any work performed by the Contractor before receipt of the Notice to Proceed shall be considered as having been done at the Contractor's own risk.

3.05 Failure or Refusal to Execute Contract

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

4.00 CONDUCT OF THE WORK

4.01 Laws to be Observed--Generally

- a. The Contractor shall observe all state and federal laws that affect the work under this contract. The Contractor shall hold harmless, defend and indemnify the University against any claim arising from the violation of any law, whether by itself or its agents, employees or subcontractors. If a conflict arises between the provisions of this contract and a law, the Contractor shall immediately notify the University in writing. "Law" as used in this paragraph includes statutes and regulations adopted pursuant to statute, as well as executive orders, authoritative interpretations, and other rules and directives issued by legally constituted authority.
- b. In executing this contract, the Contractor swears, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which directs the Contractor to comply with an order of the National Labor Relations Board. The University may rescind this contract if Contractor falsely swears to this statement (Public Contract Code Section 10296).
- c. The Contractor acknowledges the policy of the state of California regarding the importance of child and family support obligations expressed in Public Contract Code Section 7110(a). The Contractor acknowledges that to the best

of its knowledge, it is fully complying with the earnings assignment orders of all employees and is providing all new employee names to the New Hire Registry maintained by the State's Employment Development Department.

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

The Contractor's records which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the Trustees/Auditor General to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction to adequately permit evaluation and verification of (a) the Contractor's compliance with contract requirements and (b) compliance with provisions for pricing change orders, payments or claims submitted by the Contractor or any of his payees. The Contractor is required to have as part of the records the following reports: a detailed cost ledger reflecting total charges against the project which present an itemization by invoice and labor costs by cost codes; a summary report identifying total project costs by cost codes; and a subcontractor history report including each subcontract amount and change orders issued thereto.

- e. The Contractor's work under this contract shall comply with the building codes identified in the contract documents.
- f. If the Contractor is a natural person, the Contractor certifies in accepting this contract that s/he 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).

4.02 Laws to be Observed—Regarding Labor

a. Nondiscrimination

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

b. Hours of Labor

Eight hours of labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to State, \$25.00 for each worker employed in the execution of the contract by the Contractor or by any subcontractor under it for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815, thereof, inclusive, except that work performed by employees of the Contractor 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 Section 1815.

c. Prevailing Wage

- (1) Wage rates set forth are the minimum that may be paid by the Contractor on a public works contract (see definition of public works, Labor Code Section 1720). Public works also means hauling refuse from a public works site to an outside disposal location per Labor Code Section 1720.3. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum rates set forth. No extra compensation whatsoever will be allowed by the Trustees due to the inability of the Contractor to hire labor at minimum rates, nor for the necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the bid.
- (2) If it becomes necessary to employ crafts other than those listed, the Contractor shall notify the Trustees immediately, and the Trustees will ascertain additional prevailing rates and the rates thus determined shall be applicable as minimum from time of initial employment.
- (3) Pursuant to Labor Code Section 1770, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work for each craft needed in execution of the contract as set forth in the Notice to Contractors. The Trustees shall furnish the Contractor a copy of the prevailing rates, which Contractor shall post at the job site.
- (4) The Contractor and any subcontractor under the Contractor shall comply with Labor Code Section 1775. The Contractor shall include provisions in its contract with its subcontractors that will require compliance with Labor Code Section 1775. As required by Section 1775(b) the Contractor shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 in the contract between the Contractor and the subcontractor. The Contractor shall monitor its subcontractors' compliance with the prevailing wage law as required by Section 1775(b). In accordance with Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit as a penalty to the State not more than \$50 for each calendar 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 1775(b), by any subcontractor under it. In addition to this penalty, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works project is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties under 1775(a) unless the Contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the Contractor fails to comply with the requirements of 1775(b).
- (5) In accordance with Labor Code Section 1776, the Contractor and subcontractors shall keep an accurate payroll record, on forms provided by the Division of Labor Standards Enforcement (or shall contain the same information as the forms provided by the division), showing 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 that it is made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor and subcontractors have complied with the requirements of Labor Code Sections 1771, 1811 and 1815 for any work performed by its employees on the project. The Contractor's and subcontractor's payroll records shall be available for inspection at all reasonable hours, and a certified copy shall be made available upon request to the employee or his or her authorized representative, the Trustees, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. Upon receipt of written notice from the Trustees, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, and within ten days of that receipt, the Contractor shall file with the requesting entity a certified copy of the payroll records. Should the Contractor or subcontractor fail to comply within the ten-day period, the Contractor or subcontractor shall forfeit \$25 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment due to the failure of a subcontractor to comply with this section.

d. Workers' Compensation

The Contractor shall be required to secure payment of Workers' Compensation to its employees in accordance with Labor Code Section 3700 and shall file with the University prior to performing the work the certification required in Labor Code Section 1861 (refer also to Article 4.06-a of these General Conditions).

e. **Apprentices**

If the Contractor or any subcontractor employs workers on the project in any apprenticeable craft, he/she shall apply to the joint apprenticeship committee administering the apprenticeship standards for the craft in the area of the work for a certificate approving the Contractor or subcontractor for the employment and training of apprentices. The Contractor or subcontractor shall employ the number of apprentices or the ratio of apprentices to journeymen specified in the certificate unless excused from this requirement by the conditions in Labor Code Section 1777.5.

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

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

Special attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7, and California Code of Regulations, Title 8, Section 200 *et seq.* Each Contractor and subcontractor must, prior to 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.

f. **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.

g. **Occupational Safety and Health**

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

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

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

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

4.03 Environmental Requirements

a. Air and Water Pollution Control

The Contractor shall comply with all air and water pollution control rules, regulations, ordinances and statutes which apply to the work performed under the contract, including any air pollution control rules, regulations, ordinances and statutes adopted under the authority of Section 11017 of the Government Code. Contractor must be eligible to perform work for the State by not being found to be in violation of the regulations adopted in accordance with Government Code Section 4477.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project, shall 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.

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

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

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.

b. Sound Control Requirements

The Contractor 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 Contractor shall conduct its work to minimize disruption to others due to sound and noise from the workers, and shall be responsive to the University' requests to reduce noise levels.

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

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

c. Environmental Clearances

The Contractor shall provide to state and federal agencies all information necessary for environmental clearances and other authorizations necessary for this project. The Contractor shall comply with the provisions, including giving notices during construction when so required. The Contractor 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 4.14-g, if the Contractor demonstrates to the satisfaction of the University that he/she has made every reasonable effort to obtain the requisite clearance or authorizations, and cannot obtain it in a timely manner.

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

e. Archaeological Finds

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

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

4.04 Substitution of Subcontractors

The Contractor shall not substitute any subcontractor in place of a subcontractor listed in its bid proposal except as authorized in the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq.*). It is the Trustees' interpretation of Section 4108 of the Public Contract Code that the Contractor must clearly advertise the specific bond requirements for the project, including the requirement of a bond, the kind of a bond, and the amount of the bond, in order to be eligible to substitute a subcontractor under Section 4107(a)(4) of the Public Contract Code.

When requested by the Construction Administrator, the Contractor shall submit a Subcontractor Status Report that will be compared with the Expanded List of Subcontractors. If any subcontracts are still outstanding at the time of submittal, a follow-up request will be made. If any listed firms have been substituted without approval by the Trustees in accordance with Section 4107(a) of the Public Contract Code, or if subcontractors are added and perform work in excess of one-half of one percent of base contract, penalties are applicable per Section 4100 of the Public Contract Code.

4.05 Delegation of Performance and Assignment of Money Earned

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

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

4.06 Contractor's Insurance

The Contractor shall not commence work until it has obtained all the insurance required in this Article, and such insurance has been approved by the Trustees.

a. Policies and Coverage.

(1) The Contractor shall obtain the following policies and coverage:

- (a) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering work done or to be done by or on behalf of the Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.
- (b) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non owned automobiles used by or on behalf of the Contractor and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists
- (c) Worker's Compensation including Employers Liability Insurance as required by law.
- (d) Course of Construction Insurance covering all risk of loss, maintained at one hundred percent of the completed value based on the insurable portion of the work, including materials at the project site, stored off the project site, and in transit. The insurable portion of the work is ninety percent of the contract amount unless adjusted by the Supplementary General Conditions. The Contractor's liability for damages proximately caused by acts of God (as defined in Public Contract Code section 7105) and not involving Contractor negligence shall be limited to five percent of the contract amount if the work damaged is built in accordance with the contract and applicable building standards.

(2) The Contractor also may be required to obtain the following policies and coverage:

- (a) Environmental Impairment Liability Insurance should the work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.
- (b) Other Insurance by agreement between the Trustees and the Contractor.

b. Verification of Coverage.

The Contractor shall submit certificates of insurance and original endorsements to the policies of insurance required by the contract to the Trustees as evidence of the insurance coverage. The scope of coverage and deductible shall be shown on the certificate of insurance. The certificates of insurance and endorsements shall provide for no

cancellation or modification of coverage without thirty days written notice to the Trustees. Renewal certifications and endorsements shall be timely filed by the Contractor for all coverage until the work is accepted as complete pursuant to Article 8.01. The Trustees reserve the right to require the Contractor to furnish the Trustees complete, certified copies of all required insurance policies.

c. Insurance Provisions.

The insurance policies shall contain, or be endorsed to contain, the following provisions.

- (1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
- (2) For any claims related to the work, the Contractor's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- (3) Each insurance policy required by this Article shall state that coverage shall not be canceled by either the Contractor or the insurance carrier, except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Trustees.
- (4) 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.
- (5) Course of construction coverage shall contain the following provisions:
 - (a) The Trustees shall be named as loss payee; and
 - (b) The insurer shall waive all rights of subrogation against the Trustees.

d. Amount of Insurance.

The insurance furnished by Contractor under this Article shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

- (1) For all projects other than those involving hazardous materials:
 - (a) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
\$2,000,000.00 General Aggregate
\$1,000,000.00 Each Occurrence--combined single limit for bodily injury and property damage.
 - (b) Business Automobile Liability Insurance--Limits of Liability
\$1,000,000.00 Each Accident-combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
 - (c) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.00
 - (d) Course of Construction Insurance--100% of the completed value of the work as provided in subsection a.
- (2) For projects involving hazardous materials:
 - (a) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability
\$10,000,000.00 General Aggregate
\$5,000,000.00 Each Occurrence--combined single limit for bodily injury and property damage.
 - (b) Business Automobile Liability Insurance--Limits of Liability
\$1,000,000.00 Each Accident-combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
Hazardous material transporter services must also have:
 - (i) MCS-90 endorsement
 - (ii) Sudden & Accidental Pollution endorsement--Limits of Liability*
\$2,000,000.00 Each Occurrence
\$2,000,000.00 General Aggregate
*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.
 - (c) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.00.
 - (d) Course of Construction Insurance--100% of the completed value of the work as provided in subsection a.
 - (e) Environmental Impairment (pollution) Liability Insurance--Limits of Liability
\$10,000,000.00 General Aggregate

\$5,000,000.00 Each Occurrence--combined single limit for bodily injury and property damage, including clean up costs.

e. **Acceptability of Insurers.**

Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A-VII or as agreed to by the Trustees.

f. **Subcontractor's Insurance.**

Contractor shall ensure that its subcontractors are covered by insurance of the types and the amounts required by this Article. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained.

g. **Miscellaneous.**

- (1) Any deductible under any policy of insurance required in this Article shall be Contractor's liability.
- (2) Acceptance of certificates of insurance by the Trustees shall not limit the Contractor's liability under the contract.
- (3) In the event the Contractor does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by the Contractor and, if prompt payment is not received, may be deducted from contract sums otherwise due the Contractor.
- (4) If the Trustees are damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the Trustees for all such damages.
- (5) The Contractor's obligations to obtain and maintain all required insurance are nondelegable duties under this contract.

4.07 Indemnification

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

employed by either the Contractor or subcontractor, or anyone for whose acts either the Contractor or subcontractor may be liable.

- f. The Contractor shall hold harmless, defend, and indemnify the separate contractors of the State of California, the Trustees of the California State University, the University, and its officers, employees, representatives and agents from and against all claims, damages and losses arising out of the negligent acts or omissions or willful misconduct of the Contractor, a subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable. The Trustees shall cause a reciprocal indemnification provision in favor of the Contractor to be included in its contracts with separate contractors of the Trustees. Liability for any negligent act or omission or willful misconduct shall be apportioned pursuant to the applicable law of the State of California.

4.08 Contractor's Responsibility for the Work

a. Generally

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

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

b. Quality Control

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

c. Burden for Damage

From the issuance of the official notice to proceed until the formal acceptance of the project by the University, the Contractor shall have the charge and care of and shall bear the risk of damage to the project and materials and equipment for the project.

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

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

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

d. Protection of Adjoining Facilities

The Contractor shall protect adjoining property and nearby buildings, roads, and other facilities and improvements from dust, dirt, debris and other nuisances arising out of Contractor's operations or storing practices. Dust shall be controlled by sprinkling or other effective methods acceptable to University. 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 4.03-a).

e. Safety

The Contractor shall exercise precaution at all times for the protection of persons and their property. The Contractor shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the work or permanently installed as part of the project. The Contractor shall also provide and adequately maintain all

proper temporary walks, roads, guards, railings, lights, and warning signs. The Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the California Division of Industrial Safety. Unless the Contractor designates other employees, its superintendent shall have the duty of prevention of accidents. The Contractor shall institute a safety program that includes all trades on the site.

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

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

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

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

f. Utilities

- (1) If the Contractor discovers utility facilities not identified in the contract documents, the Contractor shall immediately notify the University and the utility involved, in writing, of such discovery. When the Contractor is required by the plans and specifications to locate, remove or relocate utility facilities not identified in the contract documents with reasonable accuracy, it shall be compensated for any reasonable actual added cost incurred. The Contractor shall also be compensated for the cost of repairing any damage resulting from the discovery of such unidentified utility facility when such damage does not result from the failure of the Contractor to exercise reasonable care. All such compensation to the Contractor shall be based on an actual cost plus nine percent mark-up, in lieu of 15 percent mark-up as identified in Article 6.01-c (4) and (5). The University or the public utility, where it is the owner of the utility facilities, shall have the sole discretion to perform repairs or relocation work, or permit the Contractor to do such repairs or relocation work at a reasonable price, where such work is required to facilitate the project. The Contractor shall not be assessed liquidated damages for delay in the completion of the project which is caused by the failure of the University 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 University shall have no obligation to indicate, the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.
- (3) Except as expressly provided in subdivisions (1) and (2) above, the Contractor shall be responsible at its own cost for all work, expense, or special precautions caused by the existence or proximity of utilities encountered at the site or in the performance of the project work including, without limitation, repair of any damage that may result including any damage resulting from hand or exploratory excavation. The Contractor is cautioned that the utilities encountered at the site may include communication cables or electrical cables conducting high voltage. When excavating in the vicinity of the ducts enclosing such cables, special precautions are to be observed by the Contractor at his own cost and shall include the following: all cables and their enclosure ducts shall be exposed by careful hand excavation so as not to damage the ducts or cables nor cause injury to persons, and appropriate warning signs, barricades, and safety devices shall be erected.

- (4) The Contractor shall provide as-built drawings of all utilities encountered and constructed to the University, indicating the size, horizontal location, and vertical location based on the project benchmark or a stable datum.

g. **Hazardous Materials**

(1) **Asbestos**

The Contractor is prohibited from installing any asbestos-containing materials or products in any work to be performed under this contract. The Contractor shall be responsible for removal and replacement costs should it be determined this provision has been violated; this responsibility shall not be limited in duration by project completion, the warranty period, or other provisions of this contract.

(2) **Lead**

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

4.09 Payments by Contractor

In accordance with Section 7108.5 of the Business and Professions Code, the Contractor agrees to promptly pay all subcontractors within ten (10) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed Contractor on account of the work performed by its subcontractors, to the extent of each such subcontractor's interest therein.

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

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

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

4.11 Patented or Copyrighted Materials

The Contractor shall assume all costs arising from the use of patented or copyrighted materials, equipment, devices, or processes used on or incorporated in the project and 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.

4.12 Property Rights in Materials and Equipment

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

4.13 Taxes

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

4.14 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 University shall designate in the Notice to Proceed the starting date of the contract on which the Contractor shall immediately begin and thereafter diligently prosecute the work to completion. The Contractor agrees to complete the work on the date specified for completion of the Contractor's performance in the contract unless such time is adjusted, in writing, by change order by the University. The Contractor may complete the work before the completion date if it will not interfere with the Trustees or their other contractors engaged in related or adjacent work. The work shall be regarded as completed as noted on the University's Notice of Completion. This date shall be used as the date the guarantee period begins as defined in Article 8.05, Guarantee.

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

The Contractor shall not be assessed with liquidated damages, nor the cost of engineering and inspection during any delay in the completion of the project caused by acts of God, the public enemy, fire, flood, epidemic, quarantine restriction, strike, freight embargo, discovery of archaeological or paleontological artifacts, and unusual action of the elements; provided that the Contractor shall notify the University in writing of the causes of delay within seven days from the beginning of any such delay. The University 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 University's findings thereon shall be final and conclusive.

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

The term "unusual action of the elements" is limited to extraordinary, adverse weather conditions and conditions that immediately result therefrom which cause a cessation in the progress of the work which will delay the time for completion of the contract.

The Contractor shall have no right to an adjustment in the time of completion due to weather conditions or industrial conditions which are normal for the locality of the site. The time period 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 University

If the Contractor is delayed in completing the contract by reason of any act of the University not provided by the contract, or by reason of changes made pursuant to Article 6.01 without agreement being reached as to any time adjustments, the time for completion of the contract may be extended for a period commensurate with the delay. The Contractor shall notify the University in writing of the causes of the delay within seven days from the beginning of the delay. The causes of delay shall be subject to the same determinations as stated in Article 4.14-c above.

e. Contractor to Fully Prosecute Work

No extension of time will be granted for any of the causes for which extensions are granted unless the Contractor demonstrates to the satisfaction of the University that the Contractor has made every reasonable effort to complete all work under the contract not later than the date prescribed, or as soon as possible thereafter, notwithstanding delay in the work due to any such cause.

f. University's Adjustment of Contract Time

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

g. Adjustment of Contract Time Due to Reasons Beyond University's Control

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

h. Liquidated Damages

Attention is directed to Article 7.02.

4.15 Progress Schedule

- a. The Contractor shall prepare and submit to the Construction Administrator the Contractor's Initial Construction Schedule within fifteen (15) calendar days after starting date on the Notice to Proceed. The Contractor's Initial Construction Schedule shall be a Detailed Bar Chart.
- b. The Contractor's Initial Construction Schedule shall show the sequence, duration in calendar days, and interdependence of activities required for the complete performance of all work. The Contractor's Initial Construction Schedule shall begin with the date of issuance of the Notice to Proceed and conclude with the date of final completion.

4.16 Labor Force and Superintendent

At all times the Contractor shall provide sufficient labor to properly prosecute the work and to ensure completion of each part in accordance with the schedule and within the contract time (Public Contract Code Section 10843). He shall make certain that competent workers are employed who are skilled in the type of work required and that workmanship is of the best, regardless of the quality of material. If, in the judgment of the Trustees, any person is incompetent or disorderly, the Contractor shall promptly remove such person from the project and shall not re-employ such person thereon.

The Contractor shall retain a competent, full-time, on-site superintendent to represent the Contractor and to direct the project at all times while any work under this contract is being performed. The Superintendent shall prepare a daily report that includes worker count, work in progress, etc. Such report shall be provided to the Trustees upon request.

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

4.17 Limitation of Construction Operations

The Contractor shall limit the area and nature of the construction operations to that which is authorized in the plans or specifications or approved by the Trustees.

4.18 Coordination With Other Work

The Trustees reserve the right to do other work in connection with the project or adjacent thereto by contract or otherwise, and the Contractor shall at all times conduct the work so as to impose no hardship on the Trustees or others engaged in the Trustees' work nor to cause any unreasonable delay or hindrance thereto.

Where two or more contractors are employed on related or adjacent work, each shall conduct their operation in such a manner as not to cause delay or additional expense to the other.

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

4.19 Drawings Reflecting Actual Construction

During the course of construction, the Contractor shall maintain drawings kept up each day to show the project as it is actually constructed. Every sheet of the plans and specifications that differs from the actual construction shall be marked and sheets so changed shall be noted on the title sheets of the plans and specifications. All change orders shall be shown by reference to sketch drawings, and any supplementary drawings or change order drawings shall be included. The 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. Prior to the completion of the project, and prior to release of the final retention payments, the "as-built" drawings and specifications shall be transmitted to the Construction Administrator.

4.20 Access for Inspection

The Contractor shall at all times permit the Trustees to visit and inspect the work 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.

4.21 Clean-up of Project and Site

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

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

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

5.00 INTERPRETATION OF AND ADHERENCE TO CONTRACT REQUIREMENTS

5.01 Interpretation of Contract Requirements

a. Correlation

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

b. In the event of conflict in the contract documents, the priorities stated below shall govern:

- (1) Addenda shall govern over all other contract documents and subsequent addenda shall govern over prior addenda only to the extent modified.
- (2) In case of conflict between plans and specifications, the specifications shall govern.
- (3) Conflicts within the plans:
 - (a) Schedules, when identified as such, shall govern over all other portions of the plans.
 - (b) Specific notes shall govern over all other notes and all other portions of the plans except the schedules described in Article 5.01-b(3)(a), above.
 - (c) Larger scale drawings shall govern over smaller scale drawings.
 - (d) Figured or numerical dimensions shall govern over dimensions obtained by scaling.
- (4) Conflicts within the specifications:

"Contract General Conditions" shall govern over all sections of the specifications except for specific modifications thereto that may be stated in Supplementary General Conditions or addenda. No other section of the specifications shall modify the Contract General Conditions.
- (5) In the event 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. In the event of omissions in the contract documents, the following shall apply:

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

5.02 Issuance of Interpretations, Clarifications, Additional Instructions

Should the Contractor discover any conflicts, omissions, or errors in the contract or have any question concerning interpretation or clarification of the contract, the Contractor shall request in writing interpretation, clarification, or additional detailed instructions, before proceeding with the work affected. The University, shall, within a reasonable time, issue in writing the interpretation, clarification, or additional detailed instructions requested.

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

Should any interpretation, clarification, or additional detailed instructions, in the opinion of the Contractor, constitute work beyond the scope of the contract, the Contractor must submit written notice thereof to the University within seven calendar days following receipt of such interpretation, clarification, or additional detailed instructions and in any event prior to commencement of work thereon. The Contractor shall submit an explanation of how the interpretation, clarification, or additional detailed instruction constitutes work beyond the scope of the contract, along with a detailed cost breakdown and an explanation of any delay impacts.

If, in the judgment of the University, the notice is justified, the interpretation, clarification or additional detailed instructions shall either be revised or the extra work authorized by contract change order or by field instruction with a change order to follow. If the University decides that the claim is not justified, the University shall give the Contractor a written order that the claim is not justified and direct the Contractor to perform such work.

The Contractor must proceed with the work upon receipt from the University of a written order to do so, in accordance with the University's interpretation of the contract requirements, but within seven days of receipt of the written order, the Contractor must notify the University by letter, that it protests the decision. The Contractor shall have the right to have this claim later determined by a Claims Review Board pursuant to this contract (see Article 7.01). When performing disputed work, the Contractor shall prepare time and materials records for each day, and the Construction Inspector shall verify these records at the conclusion of each day. The Contractor shall have no claim for additional compensation because of such interpretation, clarification, or additional detailed instruction, unless he gives written notice to the University within seven calendar days as specified above.

5.03 Product and Reference Standards

a. Product Designation

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

b. Reference Standards

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

5.04 Shop Drawings, Samples, Alternatives or Equals, Substitutions

a. Submittal Procedure

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

b. Samples

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

c. **Alternatives or Equals**

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

- (1) The bidder shall submit its proposal to the University for an alternative as "an equal" in writing within the time limit designated in the contract, or if not so designated, then within a period which will cause no delay in the work. In exceptional cases the University may give written consent to a submittal or re-submittal received after the expiration of the time limit designated. If a bidder desires consideration of "an equal" prior to bidding, the bidder is responsible for a timely submittal.
- (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 University.
- (3) The burden of proof as to the comparative quality and suitability of the offered materials or equipment shall be upon the bidder. Where the material is specified by capacity or performance, the burden of proof shall be on the bidder to show that any particular equipment or materials meet the minimum capacities or the performance requirements specified. The bidder shall furnish at its own expense all information necessary for a determination as to whether the minimum capacities or performance requirements will be met. Such information shall be submitted prior to award of the contract as required by Public Contract Code Section 3400. The University shall be the judge of such matters. If the University rejects the use of any alternative materials or equipment, then one of the products designated by brand name shall be furnished.

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

d. **Substitutions**

If the Contractor proposes a product that is of lesser or greater quality or performance than the specified material or equipment, it must comply with these provisions of Article 5.04, but, in addition, the Contractor must submit any cost impact. By submitting a substitute, the Contractor waives any rights to claim a delay due to the processing of this substitution. The time period for submittal of a substitution of an unequal product shall be restricted to 35 days after the effective date on the Notice to Proceed unless the Trustees allow a longer or shorter period in writing.

5.05 Quality of Materials, Articles and Equipment

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

5.06 Testing Materials, Articles, Equipment and Work

Materials, articles, equipment or other work requiring tests are specified in the contract. Materials, articles and equipment requiring tests shall be delivered to the site in ample time before intended use to allow for testing and shall not be used prior to testing and receipt of written approval. The Contractor shall be solely responsible for notifying the University where and when materials, articles, equipment and work are ready for testing. Should any such materials, articles, equipment or work be covered without testing and approval, if required, they shall be uncovered at the Contractor's expense.

5.07 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 University, by the Contractor, at no additional expense to the University. Any materials, articles or equipment that are rejected shall immediately be removed from the premises at the expense of the Contractor. The University may retain one and one-fourth times the cost of the rejected materials, articles, equipment, and work from any payments due the Contractor until such time as it is made acceptable to the University.

5.08 Responsibility of Quality

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

6.00 CHANGES IN THE WORK

6.01 Change Orders

a. Generally

The University reserves the right to issue written change orders directing changes in the contract at any time prior to the acceptance of the project without voiding the contract, and Contractor shall promptly comply with such order. The Contractor may request changes in the work, but shall not act on the changes until approved in writing by the University. Any change made without authority in writing from the University shall be the responsibility of the Contractor, and no increase in compensation or time extension will be made for a change involving greater expense to the Contractor, and changes involving greater or lesser expense may be rejected by the University with the consequent responsibility on the Contractor to replace at its own expense the changed work with that originally specified (Public Contract Code Section 10827).

On the basis set forth herein, the contract price shall be adjusted for any change order requiring a different quantity or quality of labor, materials or equipment from that originally required, and the partial payments to the Contractor, set forth in Article 8.02, shall be adjusted to reflect the change. Whenever the necessity for a change arises, and when so ordered by the University in writing, the Contractor shall take all necessary steps to halt such other work in the area of the change that might be affected by the 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 Contractor shall have no claim for any other compensation due to changes in the work (Public Contract Code Section 10841).

b. Proposed Change Orders

The University shall issue to the Contractor a cost request bulletin 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 Contractor to respond with a proposed amount to be added to or subtracted from the contract price due to the change supported by a detailed estimate of cost (hereinafter called a change order request). Upon request by the University, the Contractor 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 that is directly attributable to the changed work shall also be included, with substantiating detailed explanation, by the Contractor in its response to the cost request bulletin. Failure to request adjustment of time on the change order request shall waive any right to subsequently claim an adjustment of the time for final completion based on the changed work. The Contractor shall submit the change order request with detailed estimates and any time extension request thereon to the University and the Project Manager/Construction Inspector within fifteen calendar days after issuance of the cost request bulletin. If not submitted within the required fifteen calendar days, and the Contractor has not obtained the University's permission for a delay in submission, the University may order the Contractor in writing to begin the work immediately, in accordance with Article 6.01-d or Article 6.02, and the contract price shall be adjusted in accordance with the University's estimate of cost, unless the Contractor within fifteen days following completion of the changed work presents proof convincing to the University that the University's estimate was in error. The Contractor must keep and submit time and materials records verified daily by the Construction Inspector to substantiate its costs and to furnish such proof.

When the University and the Contractor agree on the amount to be added to or deducted from the contract price and the time to be added to or deducted from the completion date, and a contract change order is signed by the University and the Contractor, the Contractor shall proceed with the changed work. If agreement is reached as to the adjustment in compensation for the performance of changed work but agreement is not reached as to the time adjustment for such work, the Contractor shall proceed with the work at the agreed price, reserving the right to further pursue its claim for a time adjustment (see Article 4.14-d). Any costs incurred to acquire information relative to a proposed change order shall not be borne by the University.

c. Allowable Costs Upon Change Orders

The only costs (estimated or actual) allowable due to changed work, and the manner in which such costs are computed shall be in accordance with the following eight provisions of this subsection c. In submitting a change order request, the Contractor affirms that the cost is submitted in good faith, that the cost is accurate and is in accordance with the provisions of the contract requirements, and the Contractor submits the costs recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim to the University (Government Code Sections 12650 *et seq.*).

(1) Labor

Costs are allowed for the actual payroll cost to the Contractor for labor, field supervision of changed work, (but not field office supervision nor indirect supervision) and engineering or technical services directly required for the performance of the changed work, (but not site management such as field office estimating, clerical, purchasing, as-builts, change order coordination, or warranty) including payments, assessments, or benefits required by lawful labor union collective bargaining agreements, compensation insurance payments, liability insurance premium (only if based solely on labor), 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 prevailing wages that are being paid by the Contractor for similar work on the project the work is performed, nor will the use of a classification which would increase the labor cost be permitted unless the Contractor established to the satisfaction of the University the necessity for use of such higher classifications of workers. The Contractors and subcontractors shall submit a fully detailed breakdown of the cost of every labor classification to be charged on a proposed change. The unit cost of labor shall be an accurate accounting of actual costs being paid in accordance with the allowances herein, and it shall be submitted under penalty of perjury.

(2) Materials

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

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

(3) Equipment

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

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

The amount to be paid to the Contractor including mark-up for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel (unless the Contractor has demonstrated that mark-up does not cover consumed fuel cost), power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and any and all costs to the Contractor incidental to the use of such equipment. Equipment operators shall be paid for as provided in Article 6.01-c(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 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; course of construction and liability insurance; small tools; and all other miscellaneous support costs. No mark-up on mark-up is permitted. If a subcontractor is owned, partially owned, or has a shared profits arrangement with the general contractor, any mark-up otherwise applicable to a change shall be reduced in proportion with the shared profits.

(5) Work by Subcontractors and Vendors

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

(6) General Contractor Mark-up for Added Work

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

(7) Credit for Deleted Work

Where an entire item or section of work is deleted from the contract, the entire subcontract value or bid value shall be considered the appropriate deduction less the value of work performed, and shall have at least six percent mark-up added thereto for the Contractor's saved overhead, bonds, insurance, and taxes. 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 proposed change orders that involve both added and omitted work, the Contractor shall separately estimate the cost of the added work before mark-ups, and separately estimate the value of the omitted work before allowance of a credit. If the difference between the two figures results in an increase to the contract price, the mark-up for added work shall be applied to the difference, and if the difference in the figures results in a decrease, then the mark-up for deleted work shall be applied to the difference.

(8) Market Values

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

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

d. Failure to Agree as to Cost

(1) For Added Work

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

The Contractor shall maintain and furnish on demand of the University 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 University and the Contractor are unable to agree upon the cost thereof, the University's estimate shall be deducted from the contract price and may be withheld from any payment due the Contractor until the Contractor presents proof convincing to the University that the University's estimate was in error. The amount to be deducted, other than deletion of an entire item as addressed in Article 6.01-c (7), shall be the costs to the Contractor for labor, materials, and equipment which would have been used on the deleted work together with the credit mark-up. The guidelines set forth in Article 6.01-c, shall be used in computing the amounts involved for changes other than deletion of an entire item.

e. Allowable Time Extensions

For any change in the work, the Contractor shall be entitled only to such adjustments in time by which completion of the entire work is delayed due solely to performance of the changed work. However, no extension of time shall be granted for a change in the work unless the Contractor demonstrates to the satisfaction of the University 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 Contractor is making, or has made, every reasonable effort to guarantee completion of the additional work called for by the change within the time originally allotted for the contract (Public Contract Code Section 10842).

Adjustment in contract time shall be on a calendar day basis, except that if the new contract completion date falls on a Saturday, Sunday, or legal holiday, it shall be extended through the next full working day. Such adjustment is applicable only once in the course of a contract, and should occur only at the end of the contract. Attention is directed to Article 4.14 for adjustments to the contract time.

6.02 Emergency Changes

Changes in the work made necessary due to unforeseen site conditions, discovery of errors in plans or specifications requiring immediate clarification in order to avoid a serious work stoppage, changes of a kind where the extent cannot be determined until completed, or under any circumstances whatsoever when deemed necessary by the University are kinds of emergency changes which may be authorized by the University in writing to the Contractor. The Contractor shall commence performance of the emergency change immediately upon receipt of written direction from the University.

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

7.00 CLAIMS AND DAMAGES

7.01 Contractor's Claims Review Board

In accordance with Article 5.02, should the Contractor disagree with the determination of the University on a matter that substantially affects the Contractor's costs, compensation or extent of work, the Contractor may file a claim with the University and request a review of the decision. The Contractor must proceed with the work upon receipt from the University of a written order to do so, in accordance with the University's interpretation of the contract requirements, but within seven days of receipt of the written order the Contractor must notify the University, by letter, that it protests the decision.

All unresolved claims arising from this contract, for which the Contractor seeks resolution by a Contractor's Claims Review Board, shall be submitted in writing to the University no later than 30 calendar days after the County Recorder's recordation date on the University's Notice of Completion. The Contractor's failure to submit its claims to the University within this 30-day period shall constitute a waiver by the Contractor of such claims. Once the claims have been submitted, Contractor shall have 30 additional calendar days in which to submit six copies of a total and detailed claims package. Failure to submit the full detailed package within this second 30-day period shall constitute a waiver by the Contractor of such claims.

Before the Contractor files a claim with the University, the Contractor shall make a reasonable effort to analyze the claim to determine the truth of the information comprising the claim. The Contractor shall not present a subcontractor claim without making a reasonable effort to determine the truth of the facts comprising the claim. Only claims reasonably determined by the Contractor to be true may be filed with the University. By submitting a claim, the Contractor affirms that the claim is submitted in good faith, that the facts supporting the claim are true and accurate, and that the claim in the reasonable opinion of the Contractor constitutes a basis under the contract for additional compensation. Further Contractor submits the claim recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim to the Trustees (see Government Code Sections 12650 *et seq.*).

The University will convene a Contractor's Claims Review Board to hear the submitted claims at the completion of the project. Each Claims Review Board shall continue to function until all pertinent facts are reviewed, and it arrives at a recommendation. 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. The decision of the Claims Review Board exhausts the Contractor's contractual and administrative remedies with the University.

7.02 Delay in Completion - Liquidated Damages

If the work is not completed within the time required, damage will be sustained by the University. It is, and will be, impractical and extremely difficult to determine the actual damage that the University will sustain by reason of the delay. It is therefore agreed that the Contractor will pay to the University the sum of money stipulated per day in the contract for each day's delay in completing the work beyond the time prescribed, see Article 8.01, Acceptance. A final credit change order shall be executed to assess liquidated damages. If the Contractor fails to pay such liquidated damages, the University may deduct the amount thereof from any money due or that may become due the Contractor under the contract (Public Contract Code Section 10826). If the University has occupancy of all or a portion of the project, the University may reduce the amount of assessment of liquidated damages, if it is determined to be in the best interest of the University.

7.03 Failure to Meet Terms of Contract

If the University deems that the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified in the contract, it may take any of the actions authorized in Public Contract Code Section 10843 *et seq.* The Contractor's failure to complete a punch list with diligence is an example of such failure to meet the terms of the contract.

If the Contractor fails to perform the construction contract responsibly by failing to complete all work and requirements, including honoring the warranty, the construction administrator shall file a Nonresponsible Contractor Evaluation with the Trustees. The Contractor may then be deemed ineligible to bid on Trustees' work for a period of time as a result of this evaluation. The construction administrator will send the Contractor notification of a Nonresponsible Contractor Evaluation and provide the Contractor an opportunity for a hearing prior to the filing of the evaluation report with the Trustees. Refer also to Article 2.09.

8.00 PAYMENT AND COMPLETION

8.01 Acceptance

When the whole project has been completed in all respects in accordance with the plans and specifications, to the full satisfaction of the University, a Notice of Completion will then be filed by the University 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 University's discretion, have each of the separate portions accepted individually. The date of recording on the Notice of Completion shall be the official completion date relating to claims and stop notices. All stop notices must be filed with the University within 30 calendar days after the County Recorder's recordation date on the University's timely Notice of Completion. All claims arising from this contract shall be submitted in writing to the University no later than 30 calendar days after the recordation date on the University's Notice of Completion, see Article 7.01.

8.02 Partial Payments

To assist in computing partial payments, the Contractor shall submit to the University a "Schedule of Values" of the Contractor's actual and estimated costs for each item of work. 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 calendar days after the date of commencement of work given in the Notice to Proceed.

Once each month during the progress of the work, the Contractor shall submit a partial payment request. The partial payment request shall be based on the approved bid breakdown for the cost of the work completed plus the acceptable materials delivered to the site or stored subject to the control of the Contractor and not yet installed. The partial payment request shall be submitted on the monthly anniversary of the day selected by the Contractor in the job start meeting. Partial payment requests shall be processed with a minimum of five percent retention. This retention is part security for the fulfillment of the contract by Contractor. Partial payments shall not be construed as acceptance of any work that is not in accordance with the requirements of the contract. Payment will be processed in accordance with Section 10853 of the Public Contract Code. Such procedure provides for 39 days processing, from the date of receipt at the University, prior to late payment penalty.

8.03 Stop Notices

The University shall retain out of any money due or that may become due the Contractor, sums sufficient (125 percent of the claim) to cover claims filed pursuant to the stop notice provisions of the law (Civil Code, Section 3082 *et seq.*).

Preliminary notices and stop notices should be addressed to the Construction Administrator and sent to the address identified in the award of contract letter and at the preconstruction conference. Contractor shall be responsible to communicate this information to all subcontractors.

8.04 Final Payment

After acceptance of the project as complete, the Contractor shall submit to the Construction Administrator a payment request of the total due under the contract less the retention. This payment request will be processed in the same manner as the partial payment requests. Refer to Article 8.02, in second paragraph.

The Contractor shall submit a request for payment of the retention. The Contractor shall be notified by the University of the date of recordation of the Notice of Completion. The retention payment will be processed by the University 30 calendar days after the date of recordation by the county recorder.

The University shall continue to retain funds to cover liquidated damages, stop 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 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 have been settled or the Contractor 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 8.01, 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 shall refer only to the portion accepted.

8.05 Guarantee

The Contractor hereby unconditionally guarantees the work under this contract to be in conformance with the contract requirements and to be and remain free of defects in workmanship and materials for a period of one year from the date of acceptance of the project pursuant to Article 4.14-b, unless a longer guarantee period is stipulated in the contract documents. By this guarantee the Contractor agrees, within the guarantee period, to repair or replace any work, together with any adjacent work which may be displaced in so doing which is not in accordance with the requirements of the contract or which is defective in its workmanship or material, all without any expense whatsoever to the University.

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

Contract bonds shall remain in full force and effect during the one-year guarantee period, unless a longer bond period is stipulated in the contract documents.

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

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

-End of Contract General Conditions for Minor Capital Outlay Projects-

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
 - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
 - b. "Minority" includes:
 - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the non-discrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific non-discrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents; and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
 9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
 10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
 11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

SPECIAL CONDITIONS

1. Limitation on Work Site and Premises. By signing the contract for the work, the Contractor acknowledges that the work will be done on the Campus of a University and that the maintenance of the University's programs and activities will in all cases take precedence over the operations of the Contractor, unless written permission is granted by the Office of Physical Services to allow the Contractor to disrupt a University activity.
2. Hazardous Materials Management. Manufacturer's material safety data sheets must be provided by Contractor for all cleaners, paints, adhesives, glues, solvents or any other products containing hazardous chemicals as defined by CalOSHA as they relate to this contract. Such materials cannot be used by Contractor on campus until the approval of the Campus Environmental Safety Officer has been obtained.
 - A. Within five (5) days of the bid due date, the apparent low bidder must submit manufacturer's material safety data sheets to the University's Environmental Safety Coordinator, Room 427, Student & Business Services Building, Harpst and Rossow Streets, Arcata, California 95521. The information must be identified by project, contractor's name, name of University project coordinator, and projected construction schedule.
 - B. If at any time during completion of the project it becomes necessary to use new materials approved for substitution by the project coordinator or required by change order, the Contractor shall submit all manufacturer's material safety data sheets, as set forth in 2.A. above.

The Contractor is responsible for the legal transportation from the campus and management of all surplus/unused hazardous materials, e.g., paint, adhesives, cleaners, etc., handled by the Contractor and/or Subcontractor(s). The disposal of any hazardous materials to soil, storm drain, sanitary sewer or elsewhere on campus is expressly prohibited. If the University becomes aware of any unauthorized/illegal disposal of hazardous materials by the Contractor or Subcontractor(s), appropriate authorities will be notified for investigation which may lead to criminal charges against the Contractor and/or Subcontractor(s).

3. Issuance of Campus Keys. Keys to work areas, if required, must be obtained from the University Locksmith upon authorization of the project coordinator. Receipt of keys shall be signed for by the Contractor or authorized representative. Upon completion of the work, all keys shall be returned to the University Locksmith, Plant Operations, 14th and B Streets, Arcata. No final payment will be made without return of the keys as evidenced by a receipt for their return, which must be presented to Procurement & Support Services, Room 413, Student and Business Services Building, Harpst & Rossow Streets, Arcata. If Contractor fails to return all keys issued, Contractor shall be liable for the total cost of labor and material to re-key all areas accessible with the lost keys.
4. Campus Traffic and Parking. Prior to the start of the project, the Contractor shall obtain parking permits and instructions from the project coordinator. The Contractor, its employees, subcontractors, and material suppliers shall observe all University traffic and parking regulations and shall park vehicles in the area designated by the project coordinator.
5. Interruption of Utility Services. The Contractor shall notify the project coordinator and the University Construction Manager at Plant Operations at least seventy-two (72) hour prior to the planned interruption of any utility service. Utility services include hot, cold, distilled and irrigation water, sewer, natural gas, vacuum, compressed air, building ventilation and heat, and electrical power.
6. On-site Superintendent. Within two (2) calendar days of the Notice to Proceed, the Contractor shall submit the resume of the candidate recommended as the on-site superintendent provided for in General Conditions Paragraph 3.11. The University reserves the right to approve the Contractor's selection. If the recommended superintendent is unacceptable to the University, the Contractor shall provide resumes for alternative candidates or shall personally serve as the on-site superintendent. No work may proceed without the continuous presence of the on-site superintendent or the Contractor on the campus.
7. Job Start Meeting. Contractor shall attend a mandatory job start meeting at a date, time and place scheduled by the project coordinator.
8. Project Coordinator and University Construction Manager. The Contractor shall coordinate all construction-related activities with the project coordinator designated in the Notice to Contractors or, when directed by the project coordinator, with the Office of the University Construction Manager (UCM). The Contractor shall also contact the UCM, Plant Operations, (707) 826-3646 prior to the start of any work on the campus.

**Section 01500
Scope of Work**

PART 1 GENERAL

1.1 WORK SUMMARY

A. Project Description

Project includes the demolition of the existing side walls of the proscenium on the J. Van Duzer Theatre Stage, and rebuilding the proscenium as shown in the drawings and described in the following specifications.

B. Intent of this Work Summary

The intent of this Work Summary is to provide the Contractor with a general assessment of the work. THE CONTRACTOR SHALL VERIFY IN THE FIELD ALL DIMENSIONS GIVEN IN THESE SPECIFICATIONS AND SHOWN ON THE DRAWING PRIOR TO BIDDING. NOT ALL WORK IS NECESSARILY LISTED BELOW. ALL WORK SHALL BE CONSTRUCTED TO ABUT THE NEAREST NATURAL BREAK LINE OF EXISTING FEATURES CONSISTENT WITH THE INTENT OF THE WORK AS SHOWN ON THE DRAWINGS.

C. Bid Format

1. The base bid consists of all work shown on the drawings and described in these specifications.

D. Work Summary

1. GENERAL CONDITIONS, CONSTRUCTION PERIOD & SITE RESTRICTIONS

- a. A mandatory jobsite walk-through is required as a condition for bidding. The purpose of the jobsite visit is to enable the Contractor to be cognizant of existing jobsite conditions and restrictions which may influence the materials and methods the Contractor will utilize to complete the work.
- b. The Contractor shall bring to the attention of the University Construction Manager (UCM) any existing jobsite condition or restriction which may influence the materials and methods the Contractor will utilize to complete the work which the Contractor believes are not adequately addressed herein and that need clarification prior to bidding. Any corrections necessitated as a result thereof shall be issued by the University in the form of numbered addenda to these specifications.
- c. Coordinate the work with the UCM to minimize the impact the work has on the activities of the University.
- d. The Contractor shall coordinate work with the UCM to occur as per Schedule of Work, Section 00850 of this Specification.

2. DEMOLITION

- a. As per Section 02000 - Demolition of this Specification.
- b. Remove existing proscenium side wall extensions.

- c. Do not remove existing drain from roof.
- 3. CLEANING
 - a. Complete cleaning as per Sections 01560 and 1710 of this Specifications.
- E. Organization of Specifications
 - 1. The organization of the project specifications into Divisions and Sections is not intended to control the Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

END OF SECTION

Section 01560
Site and Area Cleanup

PART 1 GENERAL

1.1 DESCRIPTION

- A. Maintain work areas free from accumulation of waste, debris, dust and mud caused by Contractor's operations.
- B. At completion of Work, remove all waste materials, tools, equipment, machinery, surplus materials and clean all exposed surfaces; leave property clean and ready for occupancy, leave all right of ways in a condition equal to that at the beginning of Work.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Normally, water for cleanup will be available from the University for work that is taking place on a purchased basis. The Contractor should, however, check with the Owner to determine this. In the alternate, and during drought conditions, etc., the Contractor may be required to develop his own supply source for water at his own expense.

PART 3 EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute cleaning to that any buildings affected, grounds and especially streets and public properties are maintained free from accumulation of waste materials dust, mud and debris.
- B. Sweep areas to be cleaned and remove dirt and debris before any areas are washed down. The U.C.M. must approve any cleanup work that will wash any dirt or debris into the storm drain system. Excessive sedimentation of the storm drains is not allowed. Where required, wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. The Contractor shall keep all streets clean and free of dust, mud and debris resulting from his won operations. Daily cleanup throughout the job will be necessary as the Contractor progresses with his work, but extra precautions in cleanup shall be made prior to weekends and holidays.
- D. All waste materials, debris and rubbish shall be disposed of at sites to be chosen by Contractor. Prior to dumping on any private property, a letter allowing such dumping shall be obtained from the property owner and presented to the U.C.M. The Contractor shall be further aware that the Humboldt County Building Department requires that a fill permit be obtained before dumping may commence. At the completion of work, a letter from affected property

owners will be required releasing the Contractor, Humboldt State University and the County of Humboldt from future liability.

- E. If the Contractor does not properly clean up (in the opinion of the U.C.M. or the Owner), then either the U.C.M. or the Owner shall have the option of using outside equipment to perform the work and such cost will be withheld from the Contract.

3.2 FINAL CLEANING

- A. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from site-exposed interior and exterior finished surfaces.
1. Repair, patch and touch up marred surfaces to match adjacent finishes.
 2. All dust, mud, spoils, and construction debris shall be removed from all roadways, ditches, shoulders, and private property (fills or spoils on private property at Owner's written request accepted).

END OF SECTION

owners will be required releasing the Contractor, Humboldt State University and the County of Humboldt from future liability.

- E. If the Contractor does not properly clean up (in the opinion of the U.C.M. or the Owner), then either the U.C.M. or the Owner shall have the option of using outside equipment to perform the work and such cost will be withheld from the Contract.

3.2 FINAL CLEANING

- A. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from site-exposed interior and exterior finished surfaces.
 - 1. Repair, patch and touch up marred surfaces to match adjacent finishes.
 - 2. All dust, mud, spoils, and construction debris shall be removed from all roadways, ditches, shoulders, and private property (fills or spoils on private property at Owner's written request accepted).

END OF SECTION

necessary to prevent accidents or damage or injury to the public. Contractor shall also furnish such flagmen and guards as are necessary to give adequate warning to traffic of any dangerous condition to be encountered. Equipment shall be furnished and kept clean and in good repair by the Contractor at his own expense.

PART 3 EXECUTION

3.1 TRAFFIC CONTROL

A. Maintaining traffic:

1. Public traffic shall be maintained on public roadways adjacent to the work all in accordance with all approved traffic control plans issued for the work.
2. Contractor shall expedite the passage of public and private traffic through and around the work. The Contractor shall furnish and install signs, detours, lights, flares, barricades, and shall furnish flagmen and other facilities for the convenience and direction of public traffic. The cost of maintaining traffic, including conforming with requirements stated herein, furnishing such signs, detours, lights, flares, barricades, flagmen and other facilities shall be considered as part of the contract price and no extra payment will be made therefor.

B. Public convenience:

1. Contractor shall conduct his operation as to offer the least possible obstruction and inconvenience to HSU, and he shall have under construction no greater amount of work than he can prosecute properly with due respect to the rights of HSU. Contractor shall provide personal advance notice to the U.C.M. informing him of impending work, and Contractor must maintain at least one lane of traffic open at all times except when new A.C. paving work is being completed.
2. Spillage resulting from hauling or ditching operations along or across any public travelled way shall be removed daily.
3. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting facilities.

END OF SECTION

Section 01710 Cleaning

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Complete cleaning of all horizontal and vertical surfaces in areas of work if dust and debris protection is not provided.
- B. Removal of all construction-related trash from Contractor's project-related work activities from the Campus, including any required site cleaning at staging or parking areas.

1.2 RELATED WORKS

- A. Section 02000, Demolition - For the disposal of cleaning debris and waste, in a lawful, law-abiding, and orderly manner. Pay all fees and charges associated with the disposal of demolished materials.

1.3 WORK SEQUENCE DESCRIPTION

- A. Execute cleaning prior to inspection for substantial, or final completion, and after substantial completion of punchlist work.
- B. Any additional cleaning required to clean up after contractor's activities is the responsibility of the contractor who shall pay all costs incurred for the cleaning.
- C. If, after notification, Contractor fails to perform cleaning, the University will clean the site and deduct the cost of cleaning from the amount due the Contractor.

PART 2 PRODUCTS

2.1 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by the manufacturer of material being cleaned, and by the manufacturer of cleaning materials.

PART 3 EXECUTION

3.1 CLEANING

- A. In addition to the removal of debris and cleaning specified in other sections, clean surfaces exposed to view, and those surfaces exposed to view after opening doors of project-related dirt and grime.

- B. Remove temporary protection and labels not required to remain.
- C. Clean all horizontal and vertical surfaces free of dust, stains, films, and other foreign substances of project-related dirt and grime.
- D. Clean transparent and glossy materials to a polished shine. Polish reflective surfaces to a clear shine.
- E. If lenses of light fixtures have been soiled during the construction project, remove lenses from light fixtures and clean with mild solution of soapy water; rinse lenses with water and dry; reinstall lenses.
- F. If plumbing fixtures have been soiled during the construction of this project, clean fixtures and surfaces of equipment of project-related dirt and grime.
- G. Clean permanent filters of ventilation equipment and replace disposable filters when units have been operating during construction and Contractor has failed to cover return air registers or provide dust protection.
- H. Maintain cleaning until final completion.
- I. Remove waste, foreign matter, debris, and surplus materials from site.

END OF SECTION

**Section 02000
Demolition**

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Remove existing proscenium side wall extensions.
- B. Do not remove existing roof drains.
- C. Relocate existing light pole behind demolished proscenium side wall.

1.2 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with any of the building occupants.

1.3 RELATED WORK

- A. "All sections of these Specifications."

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect existing items which are not indicated to be altered.

3.2 DEMOLITION

- A. Demolish in an orderly and careful manner. Protect existing building features not to be demolished.
- B. Immediately remove demolished materials from site and dispose off the University's property in a lawful, law-abiding, and orderly manner as work progresses. Upon completion of work, leave areas of work in clean condition.

END OF SECTION

Section 05500
Metal Fabrication

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Shop fabricated steel items, cold formed and powder coated.

1.2 SYSTEM DESCRIPTION

- A. Fabricated hinges and sleeves must fit over pole. Hinge sleeves must be allowed to move freely over pole.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
- B. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Steel Sections: [ASTM A36.] [_____.]
- B. Steel Plate: [ASTM A283.] [_____.]
- C. Pipe: [ASTM A53, Grade B Schedule 40.] [_____.]
- D. Bolts, Nuts, and Washers: ASTM A325 [galvanized to ASTM A153 for galvanized members].
- E. Handrail Fittings: wall and ceiling brackets; cast steel.
- F. Welding Materials: AWS D1.1.
- G. Powder Coat: See Section 09900 - Painting.

2.2 FABRICATION—GENERAL

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Continuously seal joined members by continuous welds.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Exposed Mechanical Fastenings: Flush countersunk screws or bolts, consistent with design of component.
- E. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication.

2.3 FINISHES

- A. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- B. Powder Coat hinges and sleeves.

PART 3 EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Verify that field conditions are acceptable and are ready to receive work.
- B. Make provisions for erection loads with temporary bracing. Keep work in alignment.

3.2 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Allow for erection loads and provide temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Obtain Architect/Engineer approval prior to site cutting.

3.3 SCHEDULE

- A. The Schedule is a list of principal items only. Refer to Drawing details for items not specifically scheduled.
- B. Hinges and Sleeves:
- C. Pole:

END OF SECTION

**Section 06100
Carpentry**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Movable and Fixed proscenium side wall sections.

1.2 QUALITY ASSURANCE

- A. Comply with requirements of currently governing edition of the 1998 Uniform Building Code, Chapter 23.
- B. Performance shall be in accordance with WIC Premium Grade of the WIC Manual of Millwork, latest edition.
1. If provisions for the WIC Grade specified are in conflict with, or modified by the drawings and/or specifications, the modifications shall govern.
 2. Minimum standards for work within this section shall be in conformity with the WIC Manual of Millwork, latest edition, Standards of the Architectural Millwork Industry as adopted by the Woodwork Institute of California.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. See Architectural Drawings for additional information. Conflicts between this Section and Architectural Drawings shall be governed by Arch. Drawings unless specifically noted otherwise.

1.4 MEASUREMENTS

- A. Verify all dimensions shown on drawings by taking field measurements; proper fit and attachment of all parts is required.

PART 2 PRODUCTS

2.1 GENERAL

- A. Exposed surfaces are intended for transparent finish of species and cut. Wood grain shall run and match vertically.
- B. Plywood shall be in accordance with the WIC Section 4 and the WIC Grade specified, face match transparent finish.

2.2 LUMBER MATERIALS

- A. Lumber Grading Rules: WCLIB and WHPA.
- B. Minimum grades of lumber unless noted otherwise:
1. 5'X5' clear baltic birch veneered plywood panels.
 2. 2"x4" and 2"x6" clear, vertical grain, kiln dried, surfaced, Douglas Fir.

2.3 ACCESSORIES

- A. Fasteners: Galvanized steel for high humidity and treated wood location;

- B. plain finish elsewhere.
- B. Nailing patterns, screws, bolts

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install all work in conformance with WIC Premium Grade.
- B. All work shall be secured in place, square, plumb and level.
- C. All work abutting other components shall be properly scribed.
- D. All mechanical fasteners at exposed and semi-exposed surfaces shall be countersunk.
- E. Method of attachment, including the type, size, frequency, and/or spacing of anchoring devices and fasteners shall comply to WIC minimum requirements or be as indicated in the plans or specifications.

3.2 ADJUSTING

- A. Before completion of the installation, the installer shall adjust all moving or operating parts to function smoothly and correctly.

3.3 CLEANING

- A. Upon completion of the installation, the installer shall clean all items installed of pencil or ink marks.

END OF SECTION

Section 08700
Hardware

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Slide Bolts
- B. Hinges
- C. Continuous Hinge
- D. Custom Steel Hinges (See Drawing Details and Section 05500 Metal Fabrication)

PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. "McKinney Products" or equivalent.

2.2 HARDWARE

- A. Hinges: 5x5 dull brass 3 knuckle hinges with heavy weight bearings.
- B. Continuous Hinge: full surface MCK 14HD.
- C. Miscellaneous Items: Provide and install miscellaneous items of the best commercial quality necessary for a complete and functional installation.

PART 3 EXECUTION

3.1 GENERAL INSTALLATION

- A. Install hardware in accordance with manufacturer's recommendations, using proper templates.
- B. Contractor shall be responsible for coordinated installation. Any re-installation and resulting refinishing shall be the responsibility of the Contractor.

END OF SECTION

**Section 09900
Painting**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Surface preparation and field application of finishes and coatings.

1.1 SCOPE

- A. Provide all labor, materials and equipment necessary to protect, powder coat, or otherwise finish all surfaces indicated and/or specified hereunder, except as otherwise noted.
- B. Supply and apply all finishing work as specified herein and as noted on drawings, except work which may be specified elsewhere as being the particular responsibility of another Section. However, all surfaces left unfinished by the requirements of other sections (trades) shall be finished as part of the work of this Section.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. Store and apply materials in environmental conditions required by manufacturer's instructions.

1.3 INSPECTION

- A. Examine all subsurfaces to receive work and report in writing to contractor, with a copy to architect, any conditions detrimental to work. Failure to observe this injunction constitutes a waiver to any subsequent claims to the contrary and holds painting contractor responsible for any corrections architect requires. Commencement of work will be construed as acceptance of all subsurfaces.

1.4 SURFACE PREPARATION

- A. Make any steel surface to be powder coated, clean, smooth and dry.
- B. Sand all wood to be finished, clean with tack cloth.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Powder Coating: As recommended by Powder Coating Contractor for interior locations with heavy use.
- B. Clear Finish:

PART 3 EXECUTION

3.1 APPLICATION

- A. Products to be applied by an experienced professional powder coating contractor

in accordance with manufacturer's instructions. (Pacific Powder Coating, 148 South G Street, Arcata, Ca. or equal).

3.2 CLEANING

A. In accordance with manufacturer's instructions.

3.3 SCHEDULE - INTERIOR SURFACES

A. Wood: All wood.

1. Clear finish.

B. Steel: Custom hinges and pipe sleeves

1. Powder Coating.

3.4 SCHEDULE - COLORS

A. Verify color with U.C.M.

END OF SECTION

Section 16000
Electrical

PART 1 GENERAL REQUIREMENTS

- 1.1 GENERAL CONDITIONS:
A. Comply with any specifications GENERAL CONDITIONS.
- 1.2 WORK INCLUDED:
A. All materials, labor, tools, and transportation to construct the following complete, functional electrical systems as shown on the plans and described in the specifications:
1. Electrical power distribution
- 1.3 COMPLY WITH THESE CODES AND STANDARDS:
A. All Federal, State, and Local laws and ordinances.
B. National Electrical Code (NFPA 70 - 1993)
C. California Electrical Code (1993 NEC as amended by Title 24 part 3 California Code of Regulations)
D. California Code of Regulations Titles 8 and 24
E. Underwriters Laboratories.
F. State and Local Fire Marshals
- 1.4 OTHER CONTRACTOR RESPONSIBILITIES:
A. Staffing this work with qualified persons.
B. Coordination of work with other trades to insure complete operable systems.
C. Neat, orderly appearance of all work.
D. Proper routing of raceways, positioning of equipment, and insuring adequate clearances. The drawings show approximate locations only. Report conflicting conditions to the Architect for adjustment prior to proceeding with work.
E. Obtaining all permits and paying all fees required by any governmental agency having jurisdiction over the work.
F. Arranging all required inspections.
G. Visiting the site prior to bid and completely informing him or herself as to all existing conditions and limitations that may affect the work. No allowances for extra expense will be made for neglect to discover conditions affecting his work.
- 1.5 SERVICE CONTINUITY:
A. Maintain continuity of all electrical systems to all functioning areas and processes in buildings being remodelled. Coordinate all unavoidable outages with the Owner. Keep such outages to a minimum. Supply any necessary temporary wiring. Include any cost for overtime work in the contract.
- 1.6 WARRANTY:
A. As a minimum, materials, equipment and workmanship shall be guaranteed for one year from the date of Owners occupancy or beneficial use.

2.4 PENETRATIONS:

- A. Fire rated: Where conduits pass through a fire rated wall, floor, or ceiling, close off space around conduit with a UL listed fire barrier sealant rated at the penetration's fire rating. Use 3M fire barrier caulk CP25 series or equal. Where penetration occurs in a finished area, provide paintable metal escutcheons on finished side(s).
- B. Roofs: All conduit penetrations of roofs shall be flashed, counter-flashed, sealed and made watertight.
- C. Floor slabs and CMU walls: Grout and seal watertight.

2.5 BOXES

- A. Junction and Pull Boxes: Use boxes of code-gauge, galvanized steel with full-access covers. Provide boxes meeting N.E.C. minimum size requirements.

2.6 WIRING DEVICES

- A. Specification Grade Fluorescent Strips: Belfer Lighting, 2830R171H. 17w 26" 120v H.P.F. with T-8 lamps and remote ballasts. (or Equal). To be located in all lighted directory signs as shown on DWG. A1.

2.7 GROUNDING

- A. General: Ground the neutral of all wiring systems in accordance with the NEC and CEC.. Ground all exposed noncurrent-carrying metallic parts of electrical equipment and raceway systems. Ground metal sheathing and any exposed metal vertical structural elements of buildings. Ground metal fences enclosing electrical equipment. Bond any metal equipment platforms which support electrical equipment to that equipment. Bond all metallic piping systems to ground. Make all bonding connections in accessible locations.
- B. Ground Conductors: Provide copper grounding conductors of the size shown with green insulation meeting requirements for conductors in WIRING METHODS above.

PART 3 EXECUTION

3.1 GENERAL

- A. Coordinate electrical work with Owner and Engineer and work of other trades to avoid conflicts, errors, delays to project, and unnecessary interference with operation of any existing facilities.

3.2 CUTTING AND PATCHING:

- A. Lay out work carefully in advance. Do not cut or notch any structural member or building surface without specific approval of Engineer. Carefully carry out any cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, paving, or other surfaces required for the installation, support, or anchorage of conduit, raceways, or other electrical materials and equipment. Following such work, restore surfaces neatly to original condition. Use skilled craftsmen of the trades involved.

THE CALIFORNIA STATE UNIVERSITY

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

(SEAL)

SURETY

(Surety Name)

(Address)
(SEAL)

By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.



THE CALIFORNIA STATE UNIVERSITY

PAYMENT BOND

Counterpart No. _____

Contract No. _____

Project 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

as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

Project No.:
Project Name:
Campus:

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:

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 3181 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 3181 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 Section 3267.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this ____ day of _____, 20____

CONTRACTOR
AS
PRINCIPAL

(SEAL)

SURETY

(Surety Name)

(Address) (SEAL)

By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.



THE CALIFORNIA STATE UNIVERSITY

PERFORMANCE BOND

Counterpart No. _____

Contract No. _____

Project 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

as Principal, hereinafter designated as the "Contractor," a contract for the work described as follows:

Project No.:

Project Name:

Campus:

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:

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

AS

PRINCIPAL

(SEAL)

SURETY

(Surety Name)

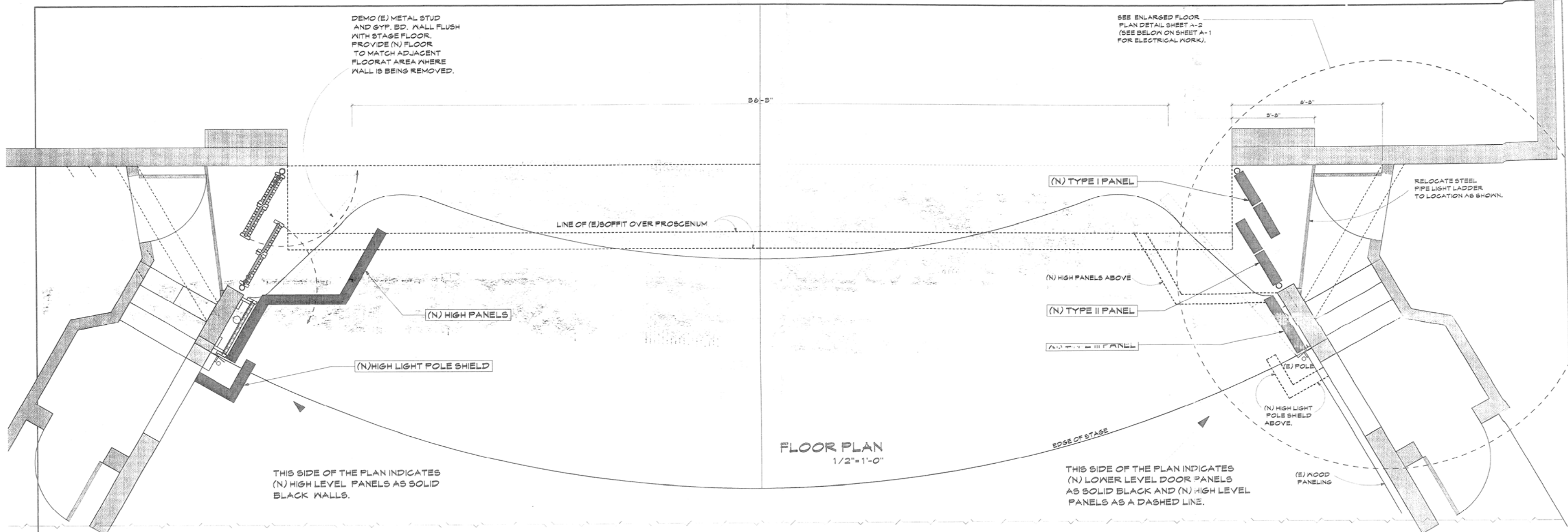
(SEAL)

(Address)

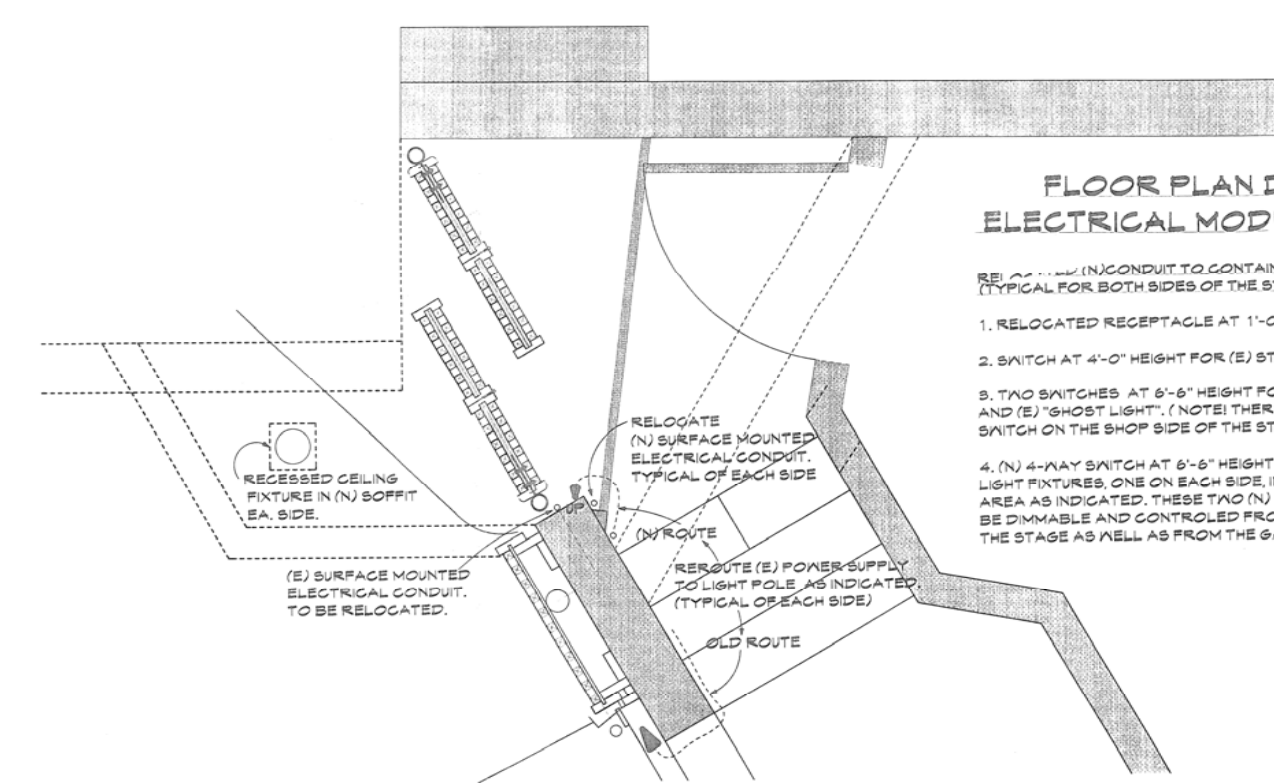
By: _____

Signatures executed in behalf of the Surety must be properly acknowledged.





FLOOR PLAN
1/2" = 1'-0"



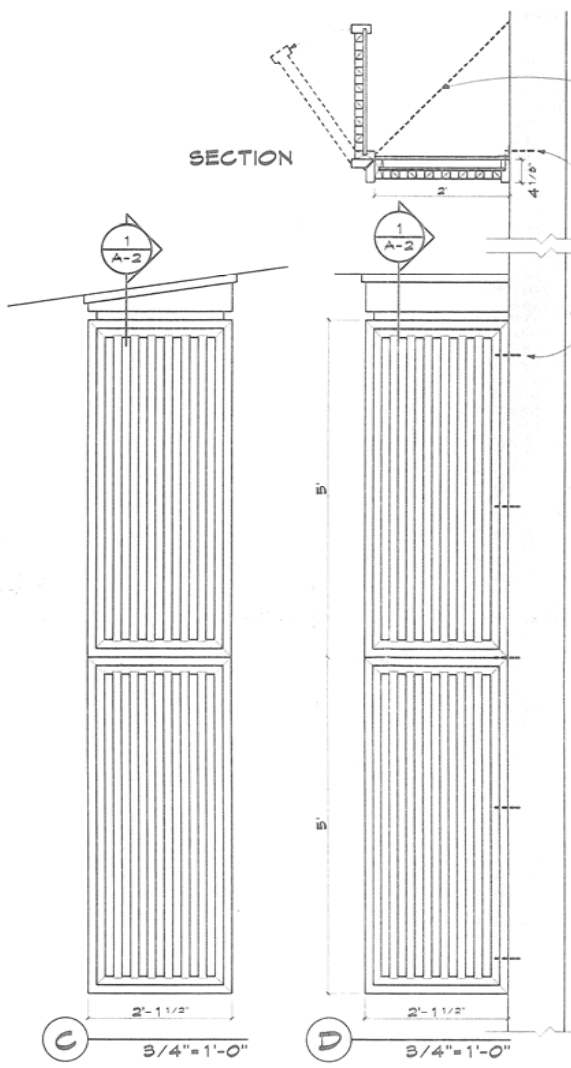
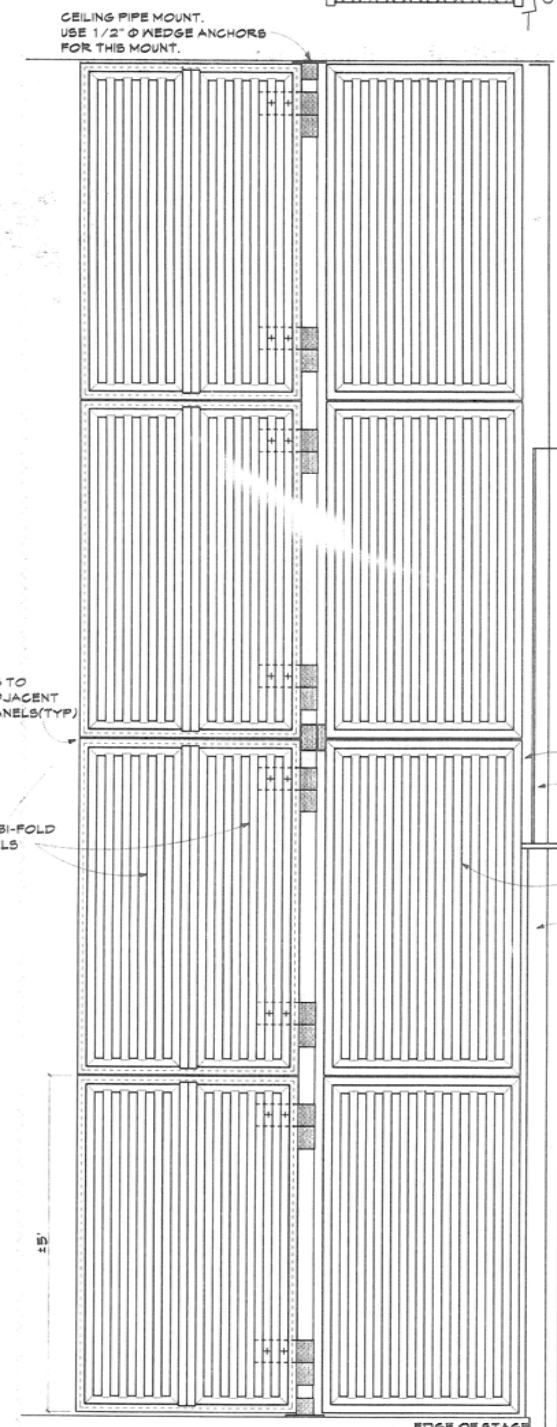
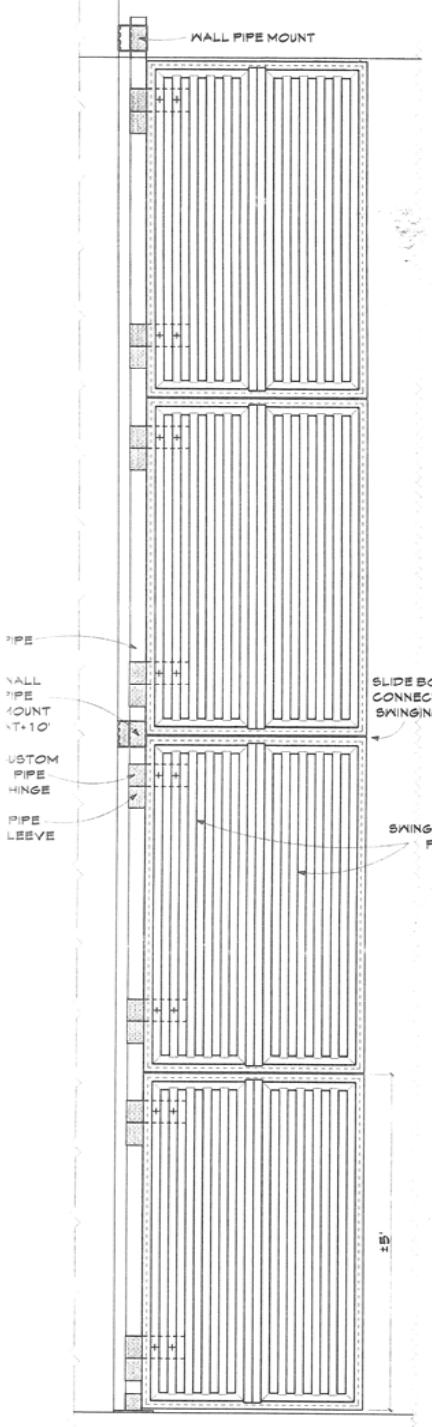
FLOOR PLAN DETAIL
ELECTRICAL MODIFICATIONS
3/4" = 1'-0"

- RELOCATE (N) CONDUIT TO CONTAIN THE FOLLOWING (TYPICAL FOR BOTH SIDES OF THE STAGE):
1. RELOCATED RECEPTACLE AT 1'-0" HEIGHT.
 2. SWITCH AT 4'-0" HEIGHT FOR (E) STAIR LIGHT
 3. TWO SWITCHES AT 6'-6" HEIGHT FOR (E) ALCOVE LIGHT AND (E) "GHOST LIGHT". (NOTE: THERE IS NO "GHOST LIGHT" SWITCH ON THE SHOP SIDE OF THE STAGE.)
 4. (N) 4-WAY SWITCH AT 6'-6" HEIGHT FOR (N) RECESSED LIGHT FIXTURES, ONE ON EACH SIDE, IN THE NEW SOFFIT AREA AS INDICATED. THESE TWO (N) FIXTURES ARE TO BE DIMMABLE AND CONTROLLED FROM BOTH SIDES OF THE STAGE AS WELL AS FROM THE GALLERY.

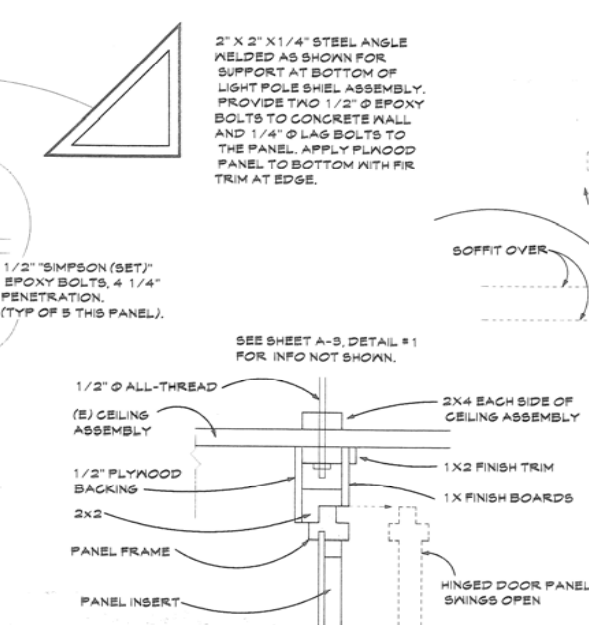
	<p>FREEMAN ARCHITECTS AMERICAN INSTITUTE OF ARCHITECTS</p>
	<p>202 "M" STREET SUITE B EUREKA, CALIFORNIA 99501 TELEPHONE: (707) 441-8740 FAX NUMBER: (707) 443-0144</p>
<p>SHEET TITLE: JOHN VAN DUZER PROSCENIUM PARTIAL FLOOR PLAN / ELECTRICAL</p>	
<p>PROJECT TITLE: VAN DUZER PROSCENIUM HUMBOLDT STATE UNIVERSITY ARCATA, CALIFORNIA, 95521</p>	
<p>ASSESSOR PARCEL NO.:</p>	<p>PROJECT NO. VP-0103</p>
<p>REVISIONS:</p>	<p>DATE: MAY 29, 2001</p>
<p>SHEET NO.: A-1</p>	

NOTE: GRILL INSERTS EACH SIDE OF SWINGING DOOR PANELS

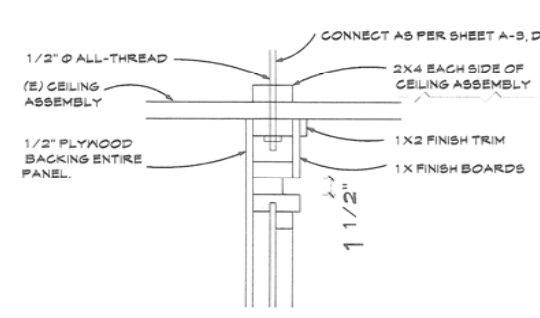
NOTE: NO GRILL INSERTS ON THIS SIDE OF SWINGING DOOR PANELS



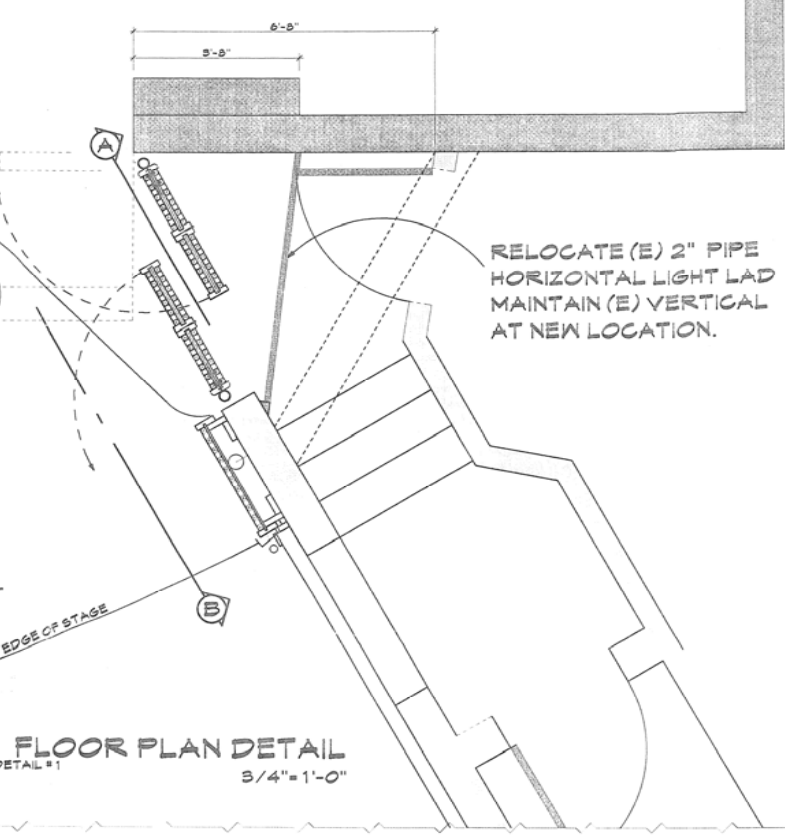
HIGH PANELS- LIGHT POLE SHIELD



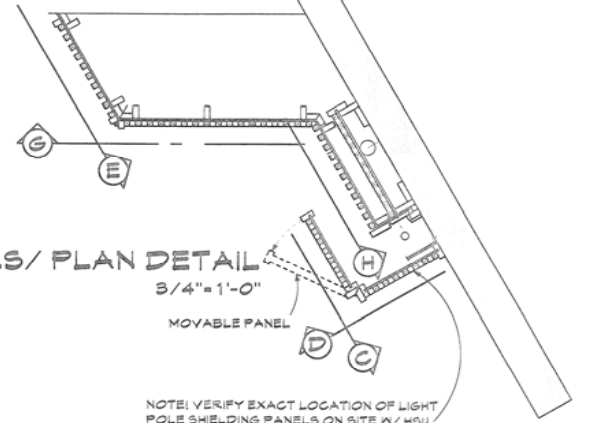
1 HIGH PANELS DETAIL CEILING CONNECTION 1 1/2"=1'-0"



2 HIGH PANELS DETAIL CEILING CONNECTION 1 1/2"=1'-0"



FLOOR PLAN DETAIL 3/4"=1'-0"



HIGH PANELS/ PLAN DETAIL 3/4"=1'-0"

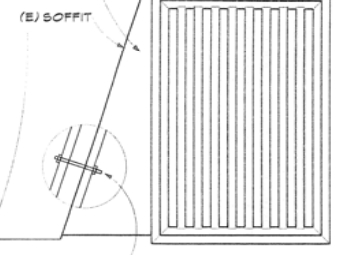
NOTE: VERIFY EXACT LOCATION OF LIGHT POLE SHIELDING PANELS ON SITE AT HSDU TECHNICAL DIRECTOR.

PIPE
WALL PIPE MOUNT
CEILING PIPE MOUNT
CUSTOM PIPE HINGE
PIPE LEEVE

SLIDE BOLTS TO CONNECT ADJACENT SWINGING PANELS (TYP)
SWINGING BI-FOLD PANELS

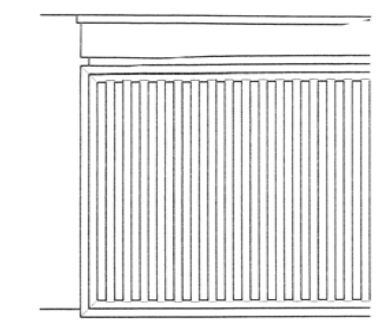
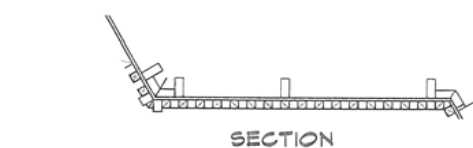
(N) FIR 1X TRIM
(N) FIR 1X4 TRIM
(E) CAP PIECE
FIXED PANELS PERMANENTLY MOUNTED TO (E) CONCRETE WALL
(N) FIR 1X4 TRIM
(E) PANELING

1/2" PLY. BEHIND APPLIED WOOD PANELS



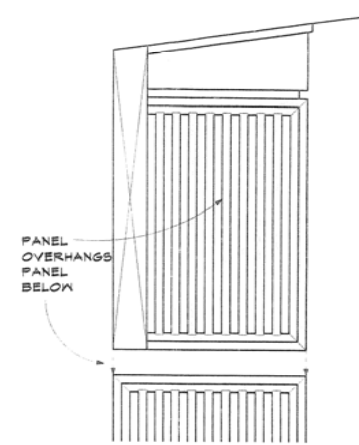
PROVIDE 2X6 LEDGER ON EXTERIOR FACE OF (E) SOFFIT AND A MATCHING LEDGER ON THE INTERIOR FACE OF THE SOFFIT WALL ASSEMBLY. BOLT TOGETHER WITH 1/2" Ø MACHINE BOLTS

3 3/4"=1'-0"



4 3/4"=1'-0"

PROSCENIUM FRAME CORNER PANELS



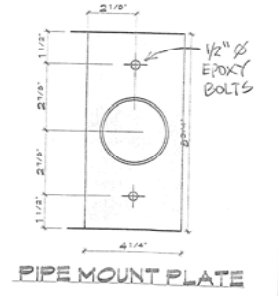
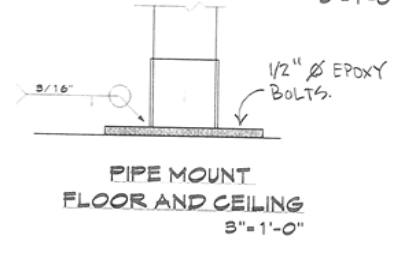
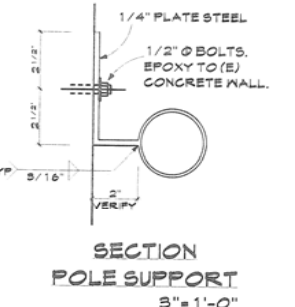
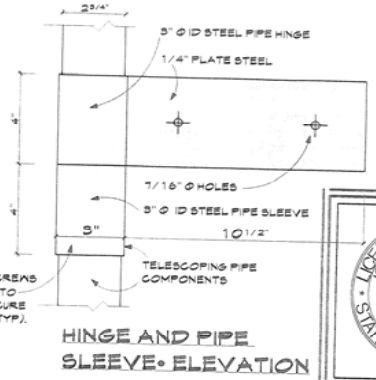
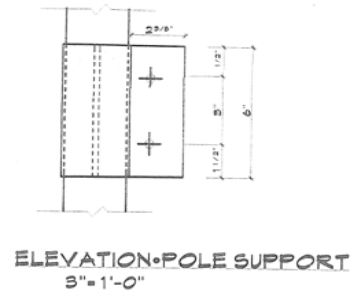
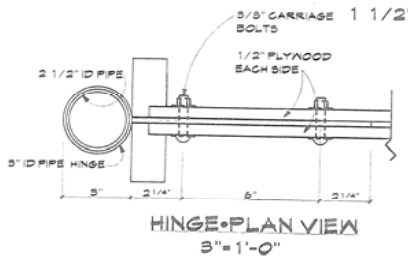
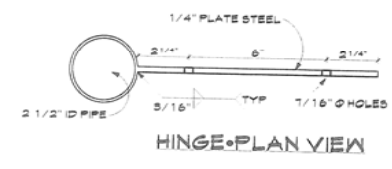
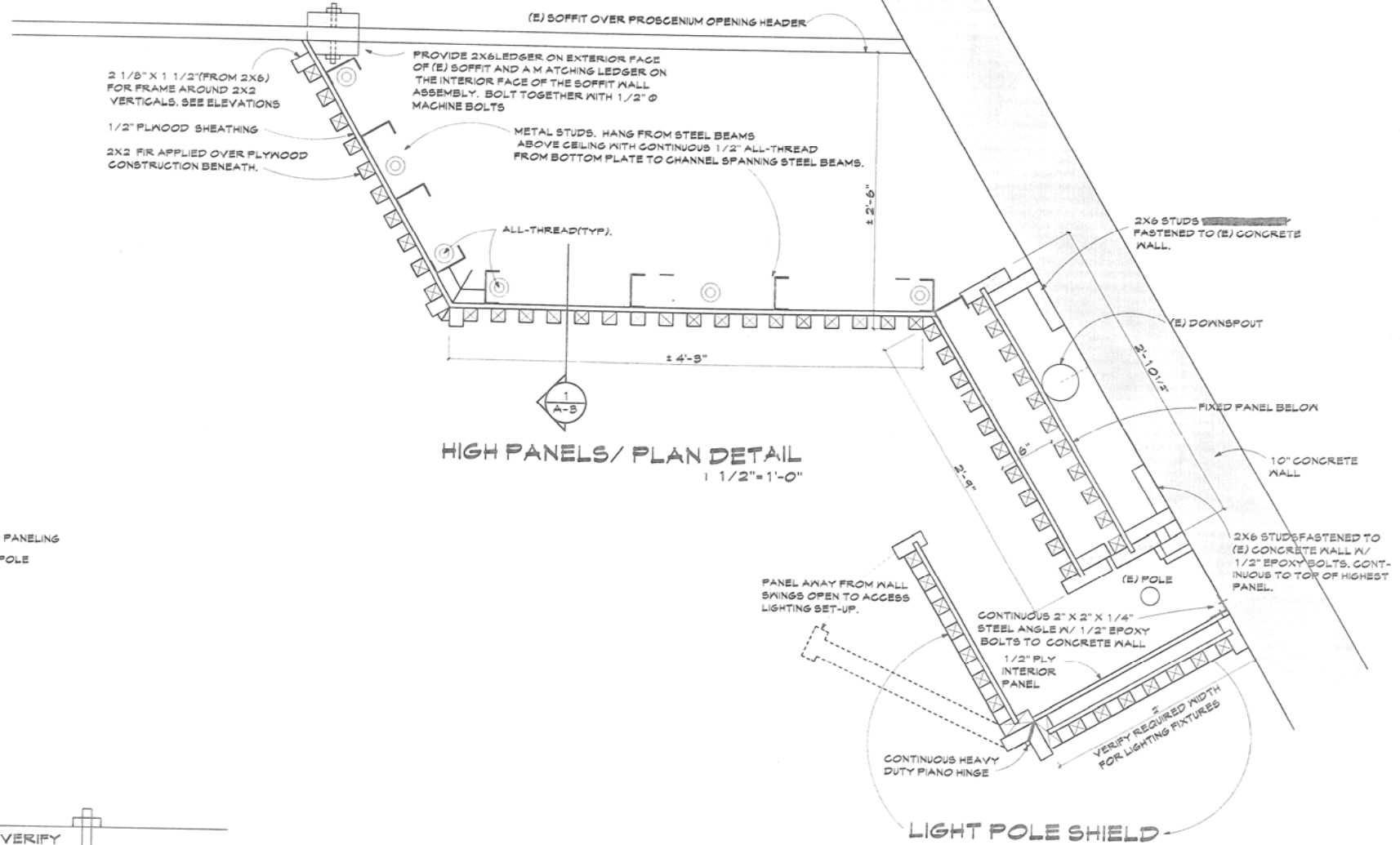
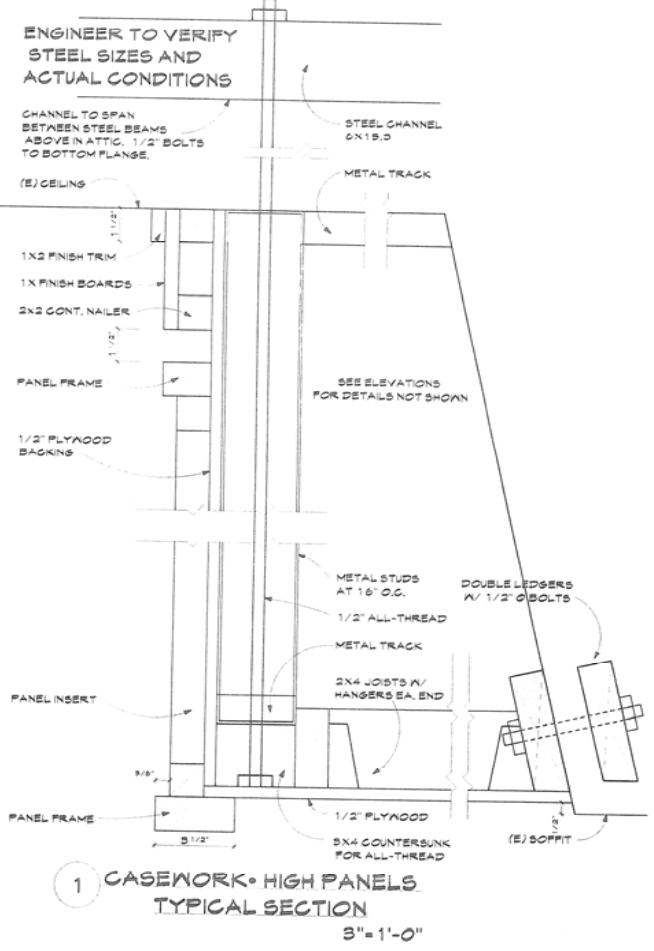
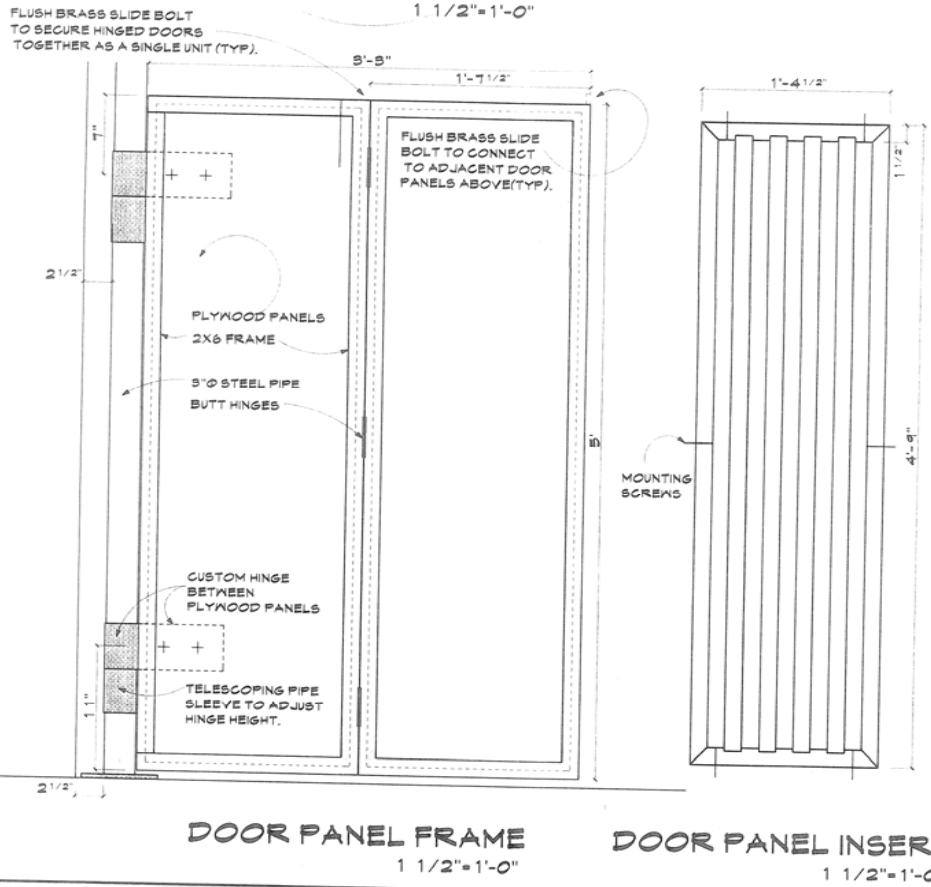
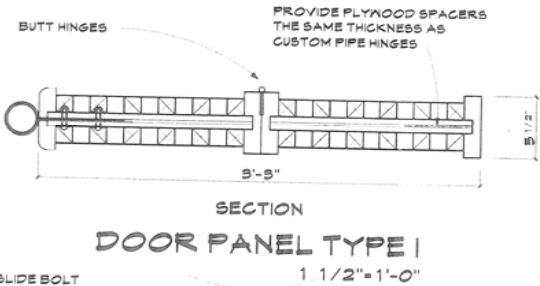
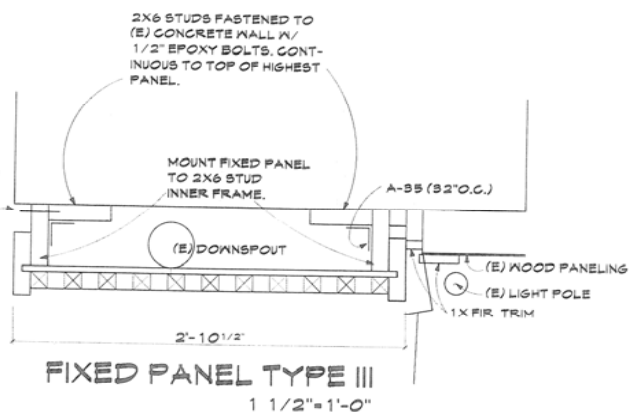
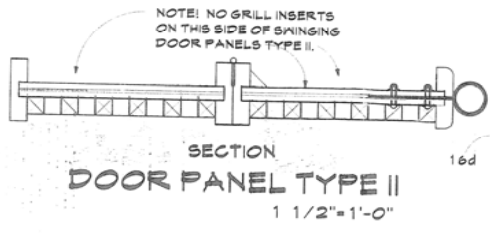
5 3/4"=1'-0"

A DOOR PANELS 3/4"=1'-0"

B DOOR & FIXED PANELS 3/4"=1'-0"

202 "M" STREET, SUITE B
 EUREKA, CALIFORNIA 99501
 TELEPHONE: (707) 441-8740
 FAX NUMBER: (707) 443-0144

SHEET TITLE: JOHN VAN DUZER PROSCENIUM PLAN DETAILS-PANEL ELEVATIONS	
PROJECT TITLE: VAN DUZER PROSCENIUM HUMBOLDT STATE UNIVERSITY ARCATA, CALIFORNIA, 95521	
ASSESSOR PARCEL NO.:	PROJECT NO.: VD-0103
REVISIONS:	DATE: MAY 29, 2001
SHEET NO. A-2	



202 "M" STREET, SUITE B
 EUREKA, CALIFORNIA 99501
 TELEPHONE: (707) 441-8740
 FAX NUMBER: (707) 443-0144

SHEET TITLE: **JOHN VAN DUZER PROSCENIUM DETAILS**
 PROJECT TITLE: **VAN DUZER PROSCENIUM HUMBOLDT STATE UNIVERSITY ARGATA, CALIFORNIA, 95521**
 ASSessor PARCEL NO.: _____ PROJECT NO.: **VD-0105**

REVISIONS: _____ DATE: **MAY 29, 2001**
 SHEET NO.: **A-3**