

**NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
Cypress College ▪ Fullerton College ▪ School of Continuing Education [www.nocccd.edu](http://www.nocccd.edu)

**GENERAL CONTRACT TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR:** While engaged in carrying out and complying with the terms of this agreement, the Contractor is an independent contractor, and not an officer, employee, partner, joint venture, or agent of the District.
2. **INVOICES AND PAYMENTS:** Payment shall be made by the District's Accounts Payable Office upon provision of the goods and/or services described herein, and upon submittal of invoice(s) approved by the College President or appropriate designee; or appropriate District Office administrator, or designee. Payment by the District shall constitute full and final payment, unless the Contractor files a claim for error or omission within ninety (90) days of the date of invoice.
3. **WARRANTY:** Contractor warrants that all goods or services furnished under this agreement shall be in accordance with District specifications. All work and services shall be done and completed in a thorough, workmanlike manner. All goods shall be new, merchantable, fit for their intended purposes, free from all defects in materials and workmanship, free from defects in design, in good working order and shall perform in accordance with the manufacturer's standard specifications. All goods furnished and all work performed shall be subject to the District's inspection. Goods and services which are not in accordance and conformity with the above specifications, shall be rejected and, in the case of goods, promptly removed from the District premises at the Contractor's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the specifications, the cost of such test shall be paid by the Contractor. On all questions concerning the acceptability of the goods and services, the decision of the District shall be final and binding upon the parties. The District shall not unreasonably exercise its judgment.
4. **DEFAULT BY CONTRACTOR:** The District shall hold the Contractor liable and responsible for all damages which may be sustained because of failure or neglect of the Contractor to comply with any term or condition herein, it being specifically provided that time shall be of the essence in the delivery of the purchased goods or services. If the Contractor fails or neglects to furnish or deliver any of the goods or services at the prices named and at the times and places herein stated or otherwise fails or neglects to comply with the terms of the purchase, the District may cancel the purchase in its entirety, or cancel or rescind any or all items affected by such default, and may, whether or not the purchase is canceled in whole or in part, purchase the goods or services elsewhere without notice to the Contractor. The District shall retain all other rights and remedies under law.
5. **TERMINATION OF AGREEMENT:** The District may terminate this agreement upon thirty (30) calendar days' prior written notice to the Contractor. In the event of such termination, each party shall be liable for all obligations in favor of the other party accruing prior to the date of such termination, but shall be released from all obligations or performance that would otherwise accrue subsequent to the date of such termination. In addition, this agreement may be subject to termination as provided in Section 18.
6. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
7. **INDEMNIFICATION/LIMITATION OF LIABILITY:** The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, and representatives from and against all claims, liability, loss, cost, and obligations on account of, or arising from, the acts or omissions of the Contractor, or of persons acting on behalf of the Contractor, however caused, in the performance of the services specified herein. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to Contractor and Contractor's exclusive remedies against the District.
8. **AMENDMENT OF AGREEMENT:** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. All modifications and amendments to this agreement shall be in writing and signed by the authorized representatives of the District and the Contractor.
9. **ASSIGNMENT OF AGREEMENT:** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
10. **GOVERNING LAW:** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Orange, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
11. **NON-DISCRIMINATION:** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
12. **EQUAL OPPORTUNITY EMPLOYER:** Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
13. **COMPLIANCE WITH LAW/PERMITS AND LICENSES:** The Contractor and all of its employees or agents shall comply with all applicable laws, ordinances, rules and regulations, including but not limited to all applicable laws and regulations governing the bidding process, and shall secure and maintain in force such licenses and permits as are required by law, in connection with furnishing of goods, services, or installation hereunder.
14. **ATTORNEYS' FEES AND COSTS:** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
15. **TAXES:** California Sales Tax and Use Tax, where applicable, shall be separately identified on each invoice to the District. The federal excise tax, and state and local property taxes, are not applicable, as college districts are exempt therefrom.
16. **NON-WAIVER:** A waiver of a breach or default by the District under this agreement shall not be deemed a waiver of any subsequent breach or default. Failure of the District to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition.
17. **SEVERABILITY:** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
18. **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.
19. **DEBARMENT AND SUSPENSION:** In accordance with Executive Orders 12549 & 12689 (Debarment and Suspension), Seller certified by entering into this transaction, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
20. **SOFTWARE, LICENSING AGREEMENTS, OR EQUIPMENT WITH SOFTWARE PRE-LOADED:** For purchase orders dealing with software applications, operating systems, web-based intranet and internet information and applications, telecommunications products, video or multimedia products, self-contained closed products such as copiers, and desktop and portable computers the vendor hereby warrants that the products or services to be provided under this PO comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing regulations. Vendor agrees to respond promptly to and resolve any complaints regarding accessibility of its products or services that are brought to its attention. Vendor further agrees to indemnify and hold harmless the District from and against any claim arising out of its failure to comply with these requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.
21. **PREVAILING WAGES:** For public works projects greater than \$1000, the Supplier shall pay the general prevailing rate of per diem wages to all workers employed on contracted project as established by the California Department of Industrial Relations (Labor Code 1771).
22. **INSURANCE:** Contractor shall, at all times, maintain in full force and effect the following insurance: Worker's Compensation, Comprehensive General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be in an amount of not less than \$1,000,000 single limit, per occurrence; and an aggregate coverage of not less than \$3,000,000. The District shall be named as an additional insured on Contractors' policies. The contractor shall provide a certificate of insurance. The certificate shall state that the District will be given 30 days notice of any material change or cancellation in coverage. The District may waive this requirement for good cause demonstrated. Such waiver must be set forth in writing, including the "good cause", and signed by an authorized District administrator.
23. **HEALTH & SAFETY:** All materials, equipment, and supplies must meet or exceed all Federal, State, and local requirements regarding Health and Safety. All shipments of chemicals, hazardous and toxic material must include Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard (29 CFR 1910.1200).
24. **DIR REGISTRATION:** As of March 1, 2015, any District vendors engaging in a public works project must meet the requirements of Labor Code section 1725.5 and register with the Department of Industrial Relations. As of April 1, 2015, vendors will be prohibited from proceeding with public works projects unless registered with DIR.
25. **SITE EXAMINATION:** Contractor must examine the site and certify all measurements, specifications and conditions affecting the work to be performed at the site. By submitting their quote, a contractor warrants that they have made such site examinations as they deem necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions of the site.
26. **SUBSTITUTIONS:** No substitutions of materials or service from those specified in the Scope of Work shall be made without the prior written approval of the District.
27. **DAMAGE OF DISTRICT PROPERTY:** In the event of damage caused by any operation associated with the activities of the Contractor, Contractor agrees immediately to make all repairs and replacements necessary to the approval of the District, and at no additional cost.
28. **ACCESSIBILITY:** As of January 1, 2003, any District vendors engaging in a public works project agrees to the terms set forth in Government Code 11135(d)(3).



## **NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

### **CONTRACTOR GUIDELINES**

North Orange County Community College District (District) is committed to maintaining a safe workplace. Contractors working on District property locations are expected to support these efforts and are therefore expected to conduct their work as safely and efficiently as possible. For purposes of the guidelines, Facilities Planning & Maintenance, and Physical Plant/Facilities will be referred to as Maintenance & Operations (M&O).

All contractors must maintain active safety programs and are responsible for the training of their employees and all subcontractors. As deemed necessary, the campus M&O will request to review the necessary certification and training documentation. The intent of these guidelines is to enhance contractor's safety programs for specific and unfamiliar hazards they may face on the District property. The guidelines are designed to assist the contractor, employees of the contractor or subcontractors in understanding the additional requirements intended to help ensure safety as well as the safety of District employees and students in the areas where work is conducted. Violation of these guidelines as well as the contractor safety guidelines may result in contractor/subcontractor personnel removal from the property, a request through the contractor for remedial action and possible termination of the contract.

It is therefore in the best interest of the contractor to take time to review these guidelines and instruct their employees or subcontractor(s) to follow these guidelines accordingly.

#### **A. CONTRACTOR WORK GUIDELINES**

1. All contractors and subcontractors shall have and maintain active safety programs in accordance with all applicable regulations. Contractors shall train all employees and subcontractors on their program and ensure compliance with that program in addition to District requirements. In the event of a conflict between the contractor's safety program and that of the District, the stricter more conservative approach shall be followed.
2. Harassment & Discrimination – It is the District's policy to maintain a working environment free from all forms of sexual harassment or intimidation. All contractor personnel are expected to comply with this policy. Any form of harassment or discrimination of any individual will not be tolerated. This includes all actions that are explicitly or implicitly demeaning or intimidating to any individual and includes sexual harassment as well as discrimination or harassment due to race, color, national origin, religion, sexual preference, age or disability.

3. Parking - Contractors are expected to check-in with Campus Safety every day prior to proceeding to the work location. A list of contractor personnel that will be on-site for the day and their work location (e.g. building #) shall be provided. They will be directed to specific parking areas for the duration of the contract.
4. Clothing – Proper clothing must be worn while working on District premises. Improper clothing includes tank tops, shorts, and sandals. Shirts must be worn at all times.
5. Access to Facilities – Contractors shall use designated entrances and exits and respect all traffic regulations.
6. Keys – M&O is responsible for controlling keys to enter campus facilities. As necessary, a key will be provided to the contractor but will require the recipient to log in/out the key when obtained and when returned. The log will indicate the date, name of the contractor, facility to be accessed and date and time when the key is returned. If work is necessary during the evenings and on weekends, this should be indicated in the log. Contractors are required to ensure that the facility worked on is locked at the end of their workday.
7. Tools – Contractors are expected to provide their own tools.
8. Work Location – Contractor personnel are expected to confine their presence within the confines of the work area. They should not wander to other areas unless authorized to do so.
9. Identification – Each contractor, their employees, and subcontractors shall carry identification at all times that indicates the name of the firm they are representing. They shall be ready to show the ID to District personnel if requested to do so. It is required that the contractor conduct the necessary background check on their employees and subcontractors to ensure proper working conduct.
10. Contractor Employee Discipline – The contractor shall enforce strict discipline and good order among contractor employees working on-site. The contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. They shall avoid any contact with students.
11. Meals and Breaks – Meals and breaks should be confined to designated areas. Foods and beverages may not be brought in offices, labs, operating or storage areas. All food waste and related refuse must be disposed of in designated waste containers.
12. Smoking – Only when permitted, ensure that smoking is confined to areas away from potential fire hazards. Fullerton College is a non-smoking campus.
13. Noise Control – Contractor shall install noise reducing devices on construction equipment. Contractor should comply with noise ordinance of the city and county having jurisdiction of the campuses. If, in the opinion of District staff, the noise is causing significant disturbances to classes, the contractor shall make the

necessary arrangements to reduce the noise level at no additional cost to the District.

14. Dust Control – The contractor is responsible for maintaining all areas of the site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, etc. that may become airborne and cause respiratory inconvenience particularly to students and District personnel. Such protection devices, systems or methods shall be in accordance with regulations set forth by the Environmental Protection Agency (EPA), the Occupational Safety & Health Act (OSHA) and other applicable regulations.
15. Clean-up – It is expected that any clean-up of the work completed prior to campus acceptance will be the responsibility of the contractor unless contractually specified.
16. Storm Drains – Strict compliance with applicable ordinances is required.

## **B. CONTRACTOR SAFETY GUIDELINES**

1. All contractor employees shall be familiar with, trained in, and abide by the requirements of the State, Federal, and Local Compliant Safety Program in addition to the requirements contained herein.
2. Contractor shall know and comply with Fed OSHA, Cal OSHA, National Fire Protection Association (NFPA), and other related regulations.
3. Weapons – Weapons of all kinds are not permitted on the District premises including the parking lots without District clearance (e.g. contracted security).
4. Drugs & Alcohol – Possession, distribution, sale, or use of alcohol or any controlled substances while on the District premises is prohibited.
5. Confined Space Entry – Entry into confined spaces shall be done using District contractor's confined space entry program coordinated with the Manager of Maintenance & Operations or a designated agent by the District. There should be agreement on the procedures before entering confined spaces.
6. Protective Clothing and Gear – Proper Personal Protection Equipment (PPE) should be worn at all times as necessary for the intended work. This includes hard hats, long pants, sleeved shirts, steel-toe shoes (no tennis shoes), correct respiratory protection (if applicable), gloves, goggles, and/or other PPE necessary for the task.
7. Chemicals and Hazardous Materials - A log with the Materials Safety Data Sheet (MSDS) must be prepared for all chemicals/hazardous materials brought onto the District premises. As necessary, this list will be reviewed and approved by the District Manager, Environmental, Health and Safety (EH&S) prior to bringing these on campus. This list shall be present at the work-site at all times for quick reference. The contractor is expected to remove and

properly dispose of all chemicals and hazardous materials which they bring on-site.

8. Hearing Protection – As necessary, the contractor shall provide hearing protection for all employees or subcontractors. The contractor shall maintain a hearing conservation program and copies should be made available to the District upon request.
9. Protective Barriers – If there is a possibility of danger to passers-by, warning signs, roped-off areas or welding shields shall be used. For larger projects, construction fences properly secured for wind with cut-proof edges shall be used.
10. Vehicle Safety – Contractors shall follow the guidelines in this booklet for vehicle and mobile equipment brought onto the District premises. Proper identification of the contractor should be visible on front windshields. Proper insurance certification and a list of authorized drivers shall be made available upon District's request.
11. Fire Prevention Rules – The rules included in this handbook should be followed by all the contractor employees and subcontractors.

### **C. Fire Prevention Guidelines**

1. Hot Work – All hot work (welding, cutting, grinding, etc.) requires a written approval issued by the campus M&O. All work shall be performed in accordance with the "Hot Work" section of these guidelines.
2. Good Housekeeping – Accumulation of combustibles (cardboard, scrap lumber, paper, etc.) will not be permitted. Oil-soaked rags must be disposed of in the proper containers supplied by the contractor.
3. Acids and Flammable Liquids – All acids and flammable liquids used on campus must be stored in approved storage containers provided by the contractor. These should be properly identified, clearly labeled, and approved by the Fire Department and District Manager, EH&S.
4. Open fires are not allowed.
5. All temporary wiring must have the approval of the campus M&O Director or Manager.
6. Electrical Equipment – These must be installed properly and in accordance with the building and fire codes.
7. Campus Safety shall be notified:
  - ✓ Of any fire, smoke or suspected fire condition.

- ✓ If any fire protection equipment is temporarily removed or disabled on the premises.
- ✓ Prior to closing or blocking any main passage ways, fire aisles, or campus entrances or exits.
- ✓ Work that may affect the central fire alarm system in any way.

8. Campus M&O shall be notified:

- ✓ Whenever a fire extinguisher is used or noted to be discharged and needs service.
- ✓ In the event fire protection equipment is damaged.

#### **D. Hot Work Guidelines**

1. A "Hot Work" written approval shall be obtained from M&O who will notify Campus Safety of this planned work. If work may trigger a smoke alarm, Simplex should be notified to put the facility on a "test" mode.
2. Before starting the hot work, contractors, their employees and subcontractors shall inspect the work areas and determine:
  - ✓ Floors are swept clean of combustibles.
  - ✓ Combustible floors are wet down, covered with damp sand or fire resistive sheets.
  - ✓ Flammable liquids removed. If not removed, covered with fire-resistive tarpaulins or metal shields.
  - ✓ Explosive atmosphere must be tested with an approved four-gas meter in the area for any flammable or combustible elements.
  - ✓ All wall and floor openings covered.
3. Documented and trained fire watch personnel shall be present during work and supplied with suitable fire extinguishers.
4. All hot work shall terminate no less than 30 minutes prior to quitting time or breaks. The fire watch should remain 30 minutes after the end of the hot work to ensure that no fires result from smoldering sparks.

#### **E. Vehicle and Mobile Equipment Guidelines**

##### **General**

1. All vehicles must be operated safely. Use extreme caution at pedestrian aisles as pedestrians have the right of way. Reduce speed in areas where the ground is wet and slippery. Be prepared to stop at anytime.
2. Never operate a vehicle that is unsafe.

3. All operators of and passengers on mobile equipment must wear safety glasses or other appropriate eye protection.
4. Drivers of forklifts or utility carts must be trained and possess a current certification.
5. Seat belts or harnesses shall be worn at all times when operating a forklift or any vehicle with a safety cage.
6. Vehicles should not carry passengers in excess of seats provided. Personnel should drive or ride only when properly seated.
7. Vehicle operators and passengers must keep their arms and legs within the running lines of the vehicle.
8. Vehicles and mobile equipment brought inside the campus must check-in everyday with Campus Safety. These vehicles must be maintained in a safe operating condition as required by Cal OSHA.
9. Transporting personnel in the bed of a pick-up truck shall not be permitted while on District property.
10. All vehicles shall meet the California Transportation Code.

### **Lift Trucks**

11. Industrial lift trucks loaded or with obstructed view must travel in reverse. A flag man should be used to assist.
12. No person other than the designated operator shall ride on an industrial lift truck.
13. Basket attachments on lift trucks must be properly secured to the vehicle and are not used to transport personnel.
14. No one is allowed to stand or walk under any load while load is elevated by industrial lift truck.

### **Platform Lifts**

15. Safety platforms must meet Cal OSHA requirements and should be on a preventive maintenance program and routinely checked for safety and secured before elevating personnel. Rotator attachment must be disabled and operator must be on the lift vehicle at all times when platform is in use.
16. On equipment such as scissor lifts, which can be operated from the lift platform, access shall be provided whereby personnel on the platform can shut off power to the truck.

17. If deemed necessary, bump caps or hard hats shall be required while operating or working from lift platforms of any kind.
18. Safety harnesses and lanyards attached to the cage shall be worn at all times while operating or working from boom type lift platforms.

## **F. Working in a Confined Space**

If a project has been identified to include a scope requiring contractors to work in a confined space, they shall be adequately trained to identify, document, evaluate, and adhere to all confined space signage in the areas for which they are engaged to perform work. Contractors will be required to adhere to the District's Confined Space Management Program and provide adequate training for their employees.

Contractors who will work in a confined space shall:

1. Meet with the Manager of Campus M&O to discuss the specific confined space they are about to enter. The M&O Manager has all the relevant information on all critical components connected inside the confined space. M&O has been provided with the Confined Space Management Program developed by District Risk Management.
2. Provide proof of training provided by M&O and arranged by the contractor. A copy of this document shall be provided to the M&O Manager. Training hours shall be included in the contract price.
3. Complete a pre-entry checklist for permit or non-permit required entry in a confined space before entering. A copy of this checklist is available with M&O.
4. Be supplied with the necessary personal protection equipment (respirator, harness, hard hat, etc.) including an air monitoring meter and the necessary tools to complete the work inside the confined space (check with M&O if you do not have a meter available to you).
5. Have a permit issued by campus M&O for any "permit required" confined space (M&O will decide if a permit is necessary). This requirement is necessary because the confined space:
  - ✓ Contains or has the potential to contain a hazardous atmosphere.
  - ✓ Contains a material that has the potential for engulfing a worker.
  - ✓ Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section.
  - ✓ Contains any other recognized serious safety or health hazard.
6. Danger "Do Not Enter - Permit Confined Space" sign or other equally effective means should be used to designate a Permit-Required confined space (if contractor's work creates a permit-required confined space such as welding in the tunnels, etc.). It is also advisable to secure these spaces in a manner such as enclosure, lock or fence to restrict access of unauthorized persons.



7. Be alert to hazardous atmospheric conditions (air monitoring meter is mandatory) and behavioral problems of other entrants that may indicate medical stress, claustrophobia, or panic. If detected, you must exit the confined spaces as quickly as possible and obtain medical assistance. If you do not have a meter, check with M&O.
8. M&O shall be advised of any repairs conducted in the confined space area.

### **G. Ladder Safety and Fall Protection Awareness**

Ladder injuries that occur are usually quite serious. This is mainly caused by using improper equipment for the job. The following are steps that should be taken to avoid or at the very least minimize the possibility of injury:

1. Do not use chairs, stools, etc. that may cause the loss of balance.
2. Always use the correct ladder designed for a specific task.
3. Do not use defective ladders. These must be reported, tagged, and taken out of service. If you find damage with the ladder, you should mark it clearly, report this to the supervisor, and take it out of service to avoid any future accidents.
4. Make sure that worker's feet are in place and the side support rails are down and in working order.
5. Never use metal ladders around any electrical jobs or for changing light bulbs. Use only fiberglass ladders.
6. Never stand on the top of two ladder rungs. This can easily cause the worker to lose balance and fall.
7. Use the "Belt Buckle Rule". Do not lean over a ladder past your belt buckle. Try to keep your buckle centered with the ladder.
8. When going up and down a ladder, always use both hands never climb a ladder with something in one hand while holding on with the other. You should also:
  - ✓ Make sure that you face the ladder at all times.
  - ✓ Make sure your shoes and the ladder rung are clean.
  - ✓ Do not use makeshift ladders (chairs, boxes, etc.).
  - ✓ Always check the ladder for broken rungs, bent legs, or any unsafe issues with the ladder you are about to use.

### **H. Handling Asbestos and Lead**

These guidelines apply only if the project to be worked on contains hazardous materials described below:

1. Asbestos is a mineral fiber commonly used for heat insulation. Airborne fibers have been determined to cause cancer and therefore, respiratory protection should be used. It is also necessary that correct respiratory training and medical clearance be conducted and documentation is required. Unless the contractor is a licensed Lead & Asbestos contractor, guidance from the District's Lead & Asbestos consultant is necessary. No contractor shall disturb or remove any material described in this section. Contractors working with materials that may contain asbestos should be trained and certified for each of the four classes of work on asbestos containing materials, as follows:

- ✓ Class I – activities involving the removal of Thermal System Insulation (TSI), such as pipe and boiler insulation.
- ✓ Class II – activities involving the removal of Asbestos Containing Materials (ACM) that is not a thermal system insulation or surfacing material.
- ✓ Class III – Repair and maintenance operations where ACM, including TSI and surfacing ACM and Presumed Asbestos Containing Material (PACM) is likely to be disturbed.
- ✓ Class IV – Maintenance and custodial activities during which contractors/employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, & III activities.

Upon completion of the work, a status report shall be submitted to the campus M&O and the District Lead & Asbestos Consultant.

2. Lead is a soft heavy metal that is a good sound absorber and because of this, it is used for noise insulation. It is also very resistant to corrosion and was used for paint, gasoline and storage batteries. The use of leads at present has been severely limited because of its toxic properties causing lingering effects on people's health over time. It is therefore required that:

- ✓ Contractor and subcontractor employees shall undergo the required OSHA training (required under 29 CFR 1926.62) to be able to work in an environment where lead is present.
- ✓ Proper personal protective equipment shall be used as well as proper hygiene to control lead contamination or ingestion.
- ✓ Workers assigned to a task shall provide evidence of training. The training provides workers with the knowledge of identifying the source of the lead, the health effects of lead exposure, and how to remediate the problem.
- ✓ A status of the inspections and repair will be provided to Campus M&O and the District Lead & Asbestos Consultant at the completion of the work.

## **I. Discharging Water**

The State Water Resources Control Board established strict requirements regarding water control at the construction site. It requires:

1. Obtaining a general permit if water is to be discharged from a construction site into a storm drain.
2. Contractors shall use a Storm Water Pollution Prevention Plan (SWPPP) that specifies best management practices that will prevent all water pollutants from contacting storm water and with the intent of keeping all products of erosion from moving off site to receiving waters. The contractor shall ensure that no water is discharged into the street and into the storm drains without utilizing the proper SWPPP practice.

## **J. Controlling Fumes**

The Clean Air Task Force recently released their findings that gas and diesel fumes are responsible for a large number of mortality in the United States annually. Contractors should be aware and require their employees to minimize the emission of gas and diesel pollution when working close to buildings especially when classes are in session. The following should be observed:

1. Trucks and other motor vehicles should not run idle while waiting.
2. When possible, schedule the use of gas or diesel powered equipment during hours when classes are not in session.
3. Proper air flow should be ensured when working inside or around buildings to avoid accumulation of fumes inside the building. Be mindful that the air handler intake vents bring fumes into the building. If necessary, commercial grade fans should be used for proper exhaust and ventilation.

## **K. National Fire Protection Association (NFPA) 70E – Standard for Electrical Safety in the Workplace**

Only certified electricians certified for a particular electrical work to be performed may work under a licensed electrical contractor. Contractor employees are expected to follow NFPA 70E that addresses the standards for electrical safety. The contractor is responsible for providing documentation of the NFPA 70E training to all their employees and subcontractors. In addition to the safety rules, contractor employees performing electrical work shall perform the following:

- ✓ When disconnecting power, they must lock out the power source and check the absence of power. PPE and limited approach boundary barricades are required when performing this work. After confirming the

absence of power from all sources the PPE requirement no longer applies.

- ✓ Upon completion of the job and when power is to be restored, proper PPE and limited approach boundary barricades are required.
- ✓ No work is allowed in any energized electrical panel without written approval issued by the Director or Manager of M&O.
- ✓ Pulling wires in existing wire ways containing energized conductors is not permitted.

#### **L. Lock-Out /Tag-Out (LOTO)**

The LOTO guidelines ensures that a contractor performing any service or maintenance on machinery or equipment, where unexpected energizing, start-up or release of energy could occur and cause injury, the machinery or equipment will be rendered safe by being locked and tagged out. These guidelines are required under OSHA 29 CFR 1910.147, 1910.333 and 1926.417 relating to lock-out and tag-out to control hazardous energy sources.

- ✓ All contractors, their employees, and subcontractors shall have their respective LOTO program along with certification and training documentation.
- ✓ It is mandatory that contractors, their employees, and subcontractors comply with the restrictions and limitations of their lock-out/tag-out program. This program, along with a work plan, shall be communicated to the campus M&O Department.
- ✓ No individual shall attempt to start, energize, use or operate a piece of equipment that has been locked-out and tagged-out after the safe condition check has been completed.
- ✓ No individual other than the authorized employee who placed the device and tag shall attempt to remove it.
- ✓ All locks and keys shall be stored in the appropriate location with the exception of each authorized employees personal lock.
- ✓ The personal lock-out and “Danger – Do Not Operate” tag signifies that there is an authorized employee working on a component and was installed by that task’s authorized employee prior to starting the work and will be removed by that authorized employee when the work has been completed.
- ✓ No one shall authorize another person to ignore or violate these guidelines.

- ✓ No person shall remove a lock-out device when an unsafe condition exists until they have corrected the condition or another person has installed a lock-out device.
- ✓ A check valve cannot be used as an energy isolating device.
- ✓ When electrical system grounds need to be applied they shall be the last devices applied and the first devices removed in applying LOTO.
- ✓ All contractor employees and subcontractors shall receive the appropriate level of training based on their LOTO duties. The contractor shall provide documentation upon District's request.

**NOTE:** Contractors shall meet with campus M&O personnel and review campus LOTO and contractor LOTO. The work plan can then be outlined and agreed upon prior to the start of work. This meeting will help avoid accidental start-up and potential injury.

#### **M. Emergency Situations**

1. Injuries – All injuries requiring first aid or medical attention shall be reported to Campus Safety as soon as possible.
2. First Aid - Contractors and sub-contractors are responsible for having an accident/medical action plans for their employees. In the event that assistance is needed, Campus Safety should be notified and may assist in providing first aid.
3. Serious Injury – In the event of a serious injury call 911 immediately as well as Campus Safety to assist emergency personnel.
4. Spilled Blood/Bodily Fluids – Contact Campus Safety and M&O who, after calling for outside assistance (if necessary), will cordon off the area to prevent anyone from contacting bodily fluids until the appropriate assistance arrives. As necessary, M&O will also contact the District Manager, EH&S.
5. Fire Alarms – The campuses are equipped with a central fire alarm system. Contractor, their employees and subcontractors along with building occupants are expected to vacate the building when the audible sound and strobe lights begin to flash. Campus Safety or a Floor Marshall will provide the evacuation procedure including the designated areas where all building occupants are expected to assemble.