

# CALIFORNIA STATE UNIVERSITY

## FACILITIES MAINTENANCE

### RIDER

Contract Number:

This Facilities Maintenance Rider ("Maintenance Rider") is made part of that certain Contract for Purchase of Goods, Software, or Services with the contract number written above ("Contract"), made by and between the contractor named in such Contract ("Contractor") and The Trustees of the California State University ("CSU" or "University"). CSU and Contractor are individually referred to herein as a "Party", and together referred to as the "Parties". This Maintenance Rider supplements the California State University Terms and Conditions of Purchase.

The Parties agree that the following terms and conditions are incorporated into the Contract:

1. **Definitions.**
  - a. For purposes of this Contract, terms that are capitalized in this Rider shall have the same meanings as those terms are defined in the California State University Terms and Conditions of Purchase.
  - b. "Project" shall mean that certain Contracted Work defined in the incorporated Scope of Work.
2. **Compliance with Applicable Regulations.** The Project, when completed, shall conform to the specifications and plans as last amended, and applicable regulations and requirements of the CSU and the State of California.
3. **Hazardous Materials/Environmental Requirements.** In the event of a spill of a hazardous waste, as defined in California Code of Regulations, Title 22, Section 66261.3, at the construction site or within the boundaries of CSU property, Contractor shall immediately notify authorized CSU personnel and will make every effort to mitigate the spill and minimize its effect on the environment.
  - a. **Hazardous Materials**
    - i. **Asbestos.** Contractor is prohibited from installing any asbestos-containing materials or products in any Work to be performed under this Contract. 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.
    - ii. **Lead.** 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 CSU Executive Facilities Officer and Director of Environmental Health and Safety. 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. 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 CSU may undertake, at Contractor's expense, without prior notice, all work necessary to correct such violation. The CSU may bring to the attention of Contractor a possible hazardous situation in the field regarding the safety of personnel on the site. Contractor shall be responsible for verifying the observance of all local, state, and federal workplace safety guidelines. In no case shall this right to notify Contractor absolve Contractor of its responsibility for monitoring safety conditions. Such notification shall not imply that anyone other than Contractor has assumed any responsibility for field safety operations.
    - iii. **Explosives.** Explosives shall not be used without first obtaining written permission from CSU 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 on any property controlled or owned by CSU 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.

b. **Environmental Requirements**

- i. **Air and Water Pollution Control.** 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. Service Provider must be eligible to perform work for the State, and is deemed eligible if not found to be in violation of any order, resolution, or regulation relating to air or water pollution adopted in accordance with Government Code Section 4477. 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. 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.
- ii. **Sound Control Requirements.** Contractor shall comply with all sound control and noise level rules, regulations and ordinances which apply to the Contracted Work. In the absence of any such rules, regulations and ordinances, Contractor shall conduct its work to minimize disruption to others due to sound and noise from the workers, and shall be responsive to the CSU' 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 CSU and to campus users.
- iii. **Archaeological Finds.** If Contractor discovers any artifacts during excavation and/or construction, Contractor shall stop all affected work and notify the CSU, who will call in a qualified archaeologist designated by the California Archaeological Inventory to assess the discovery and suggest further mitigation, as necessary. If Contractor discovers human remains, Contractor shall notify the CSU who will be responsible for contacting the county coroner and a qualified archaeologist. If the remains are determined to be Native American, the CSU shall contact the appropriate tribal representatives to oversee removal of the remains.

4. **Prevailing Wage.** In accordance with Labor Code Section 1720, Service Provider must pay employees the current prevailing rate wages for work on this service.