



Antelope Valley College District

Business Services - Purchasing and Contract Services

3041 W. Avenue K | Lancaster, CA 93536-5426

661-722-6310 | purchasing@avc.edu

**REQUEST FOR PROPOSALS (RFP)
FOR
LOW VOLTAGE CABLING
RFP No. AVC2015/2016-10**

**Bid due date/time:
February 24, 1:00 p.m. (PST)**

**Mandatory Job Walk:
February 10, 2016 at 9:00 a.m. (PST)
Location: Antelope Valley College, Administration Bldg., A140**

To Prospective Bidders:

ATTENTION: Please review this document in its entirety as soon as you receive it.

Questions or requests by Bidders for clarification will not be accepted after the date specified in the Project Specific Dates. Any requests for interpretation or correction must be made in accordance with the Notice to Bidders and Instruction to Bidders.

Antelope Valley Community College District ("District") and the Foundation for California Community Colleges ("Foundation") reserve the right to reject any or all proposals, to accept or to reject any one or more items on a proposal, or to waive any irregularities or informalities in the proposals or in the proposal process. Your completed proposal must be returned in a sealed envelope no later than the Submittal of Proposal deadline as stated in the Notice to Bidders.

Please submit in writing all questions and requests for clarification as specified in the Instruction to Bidders.

Best regards,

Mina I. Hernandez
Manager, Purchasing and Contract Services
Email: mihernandez@avc.edu

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the governing Board (“Board”) of the Antelope Valley Community College District (“District”) and the Foundation for California Community Colleges (“Foundation”) will receive sealed bids for the following project (“Project”):

LOW VOLTAGE CABLING
RFP AVC2015/2016-10

SUBMITTAL OF PROPOSALS

Sealed proposals must be received by, but no later than 1:00 P.M. (PST), February 24, 2016. Any changes to this RFP are invalid unless specifically modified by the District and issued as a separate addendum document. Should there be any questions as to changes to the content of this document, the District’s copy shall prevail. All addendums and notices related to this solicitation will be posted on the District’s Purchasing website at: <http://www.avc.edu/administration/busserv/RFPbiddocs>, and the Public Purchase website. Bidders desiring to do business with the District should register as a vendor through Public Purchase at: <https://www.publicpurchase.com/gems/register/vendor/register>. Registering will allow Bidders to receive up-to-date RFP notifications, updates on any Addendums that may be filed, and questions/answers submitted pertaining to the above-referenced RFP. In the event this RFP is obtained through any means other than the District’s distribution, the District will not be responsible for the completeness, accuracy, or timeliness of the final RFP document.

To assure consideration, all proposals shall be made on the RFP forms included or as directed. To facilitate the evaluation process, one (1) original of the proposal shall be provided along with two (2) additional copies. All proposals shall be written in ink or typed on 8½” x 11” paper. Mistakes may be crossed out and corrections made adjacent; however, each correction must be initialed by the person signing the proposal. Delivered proposals shall be enclosed and sealed in an envelope or container bearing the title of the project, the project’s number and the name of the Bidder, and delivered in one of the following methods:

Hand-delivered to:

Antelope Valley Community College District
Attention: Mina I. Hernandez, Manager, Purchasing & Contract Services
3041 West Avenue K
Lancaster, CA 93536-5426

U.S. Postal Service, UPS, FedEx, or other common carrier delivered to:

Antelope Valley Community College District
Attention: Mina I. Hernandez, Manager, Purchasing & Contract Services
3041 West Avenue K
Lancaster, CA 93536-5426

EMAILED, FAXED OR TELEPHONIC PROPOSALS WILL NOT BE ACCEPTED.

It is the responsibility of the Bidder to verify that its proposal has been received by the District prior to the opening date. Verification of receipt can be made by emailing purchasing@avc.edu.



Opening of Proposals: Sealed proposals will be opened publicly and names of Bidders read aloud at 2:00 p.m. (PST) on February 24, 2016 at Antelope Valley College, 3041 West Avenue K, Administration building, conference room A141, Lancaster, CA 93536-5426.

Job-Walk. The job walk is scheduled to begin at 9:00 a.m. (PST). Bidders are to meet at Antelope Valley Community College District, Lancaster campus, 3041 W. Avenue K, Administration Building A140, Lancaster, California 93536. (See Attachment B for map of Campus). **THIS MEETING IS MANDATORY.** Following the job-walk, all further questions are to be made in accordance with the Notice to Bidders and Instruction to Bidders.

PROPOSALS DELIVERED OTHER THAN THE ABOVE STATED ADDRESSES, OR RECEIVED AFTER THE SCHEDULED SUBMITTAL DEADLINE, WILL BE REJECTED AND RETURNED UNOPENED TO THE BIDDER. It is the Bidder's sole responsibility to ensure that its proposal, inclusive of any or all addendums, is received to the proper place at the proper time. Postmarks will not validate proposals which arrive after the deadline date/time listed above. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Bidder unopened. Proposals may be withdrawn by submitting a written request. Such written request must be delivered to the place stipulated in the RFP prior to the scheduled closing time for receipt of proposals. The award shall be subject to final Contract Documents and Scope of Work ("Work") between the District and Bidder.

END OF SECTION



INTRODUCTION AND GENERAL OVERVIEW

Antelope Valley Community College District (District) is within the California Community College system in Los Angeles County. From its humble beginnings in a classroom at Antelope Valley Joint Union High School in 1929 with an enrollment of 20 students, the District has grown to a campus of over 135 acres with 890 employees and an enrollment of over 18,000 students. Throughout its 85 years, the college has gained a national reputation for its service to the community and industry. In addition to traditional classes, the District's Lancaster campus is home to the award winning early college SOAR High School and a state-funded laboratory preschool. The campus also hosts upper division and graduate-level programs offered by California State University Bakersfield with its own satellite campus. In March 2015, the District was approved as one of only 15 community colleges in the state to begin offering a bachelor degree. The District's Airframe Manufacturing Technology program is designed to meet the needs of the local aerospace industry for aircraft manufacturing leads. The program's curriculum will start no later than fall 2017 addressing airframe manufacturing, aircraft fabrication (structures and composites), electronics, and welding. To learn more, please visit the District's website at <http://www.avc.edu/>.

BID REQUIREMENTS

This RFP and its attachments constitute the full and complete understanding of the terms and conditions by the parties. However, should Bidder request additional contractual terms and conditions for consideration, such requests must be clearly identified as noted on Agreement to Contract Documents and submitted at the time of proposals. No additional terms and conditions will be accepted following receipt of proposals, and the District will consider such additional contractual terms and conditions as part of its evaluation process. It is the Intent of the District to receive responses to the RFP and, if appropriate, conduct individual interviews in order to select a Bidder which, in the opinion of the District, is best suited to perform the Work. The purpose of this RFP, therefore, is to provide the District with the information necessary in order to select a Bidder. Following receipt of Proposals/Bids, the District may, at its discretion, elect to shortlist to a select few to participate in the interview stage of the selection process, if deemed necessary.

Background:

This Bid will be for low voltage cabling services, materials and installation of Antelope Valley Community College District (District) owned audio visual equipment and security cameras for all District locations (see Attachment B for maps of all locations). The intent of this bid is to establish a standard labor rate and materials cost schedule for one (1) year with optional two (2) one-year renewal extensions not to exceed a total of three (3) years. The awarded Contractor will be required to provide a quote/proposal for each project listing a breakdown of all labor and materials, as well as a detailed Scope of Work listing the project name and location. Proof of material costs may be requested by the District on any project. All labor must be quoted as prevailing wage. The purpose of this bid is for small projects as determined by the District. Large projects may require a separate bid process.

Project Locations:

- Lancaster campus, 3041 W. Avenue K, Lancaster, CA 93536
- Palmdale Center(s):
 - 1529 E. Palmdale Blvd., Palmdale, CA 93550
 - 2361 E. Palmdale Blvd., Palmdale, CA 93550
- Fox Field Satellite location, Barnes Aviation, 4555 W. Avenue #9, Lancaster, CA 93536



Bidder Qualifications:

- Vendor will possess and maintain in good standing BICSI certification:
 - a. On staff or under retention at least one (1) RCDD to certify final installation.
- The Bidder shall be able to provide the necessary professional design, engineering, fabrication, installation, and project management personnel to execute the Work and to guarantee a complete, functional system in compliance with the intent of this Specification.
- The Bidder shall be licensed with all agencies having jurisdiction over the Work.
- The Integrator shall be bondable at 100% of contract value.
- Vendor must be manufacturer certified, in good standing and with recent continuing training credentials in structured cabling and/or enterprise fiber optic products from the following manufacturers: Sumitomo, Corning and 3M. Warranty qualifications from those manufacturers, along with letters of qualification from said manufacturer representatives will be requested at bid and on-going for project completion and certification.
- Vendor will possess and maintain in good standing a State of California C-7 Contractor License.

Personnel:

- The Bidder shall confirm explicitly that the personnel who shall be employed to carry out the Work are suitably trained and experienced in the management and execution of a project of this nature, and in the installation and maintenance of equipment of the type being provided in order to carry out all Work in a competent manner.
- All Bidder personnel conducting Work on-site shall be required to complete all safety training required by the projects General Contractor or the District.
- Include standard rates for each:
 - Project Manager
 - Installation Supervisor
 - Cable Puller
 - Cable Installation Technician
 - Fiber Optic Cable Installation Technician
 - A/V and/or PA/Intercom Technician
- All Work associated with the Project shall be undertaken by the Integrator. Subcontracting any of the Work shall only be allowed with the prior written agreement of the District. Each Bidder shall, as a part of its proposal, clearly indicate any parts of the Work that they propose to sub-contract to another entity.

Project Specific Dates: The following table identifies the estimated dates/time frame for receipt, evaluation and award of this RFP. Please note the following key dates when preparing your responses:

Description:	Date*
Bid Advertisement Dates	1st: 01/30/16 2nd: 02/06/16
Mandatory Job Walk	02/10/16
Last Day for Bidders to submit questions	02/15/16
Last day for District to Respond to questions	02/19/16
Submittal of Bids	02/24/16, before 1:00 p.m.
Public Opening	02/24/16, 2:00 p.m.
Anticipated Board Approval	04/11/16
Anticipated Notice of Award	04/13/16
Anticipated Notice to Proceed	Upon receipt of Contractor's:



	Signed Agreement Performance Bond Payment Bond Certificate of Insurance <i>(due within six (6) calendar days from Notice of Award)</i>
Anticipated Start Date	05/01/16
Anticipated Completion Date	06/30/17 with option to renew up to two one-year increments
Anticipated Release of Retention	Within 60 days of completion of the Project.

*Dates may change with or without notice

Bidder Selection Criteria: The successful Bidder shall be contracted to perform the Work based on its proposal’s attention to the following, but not limited to, criteria:

- Responsiveness of proposal to RFP
- Pricing
- Bidder’s Qualifications and Experience
- Experience & qualifications of Personnel Assigned to Perform the Work
- Past experience with District & Years of Satisfactory Service
- References

Optional Proposal Interviews: It may also be necessary, at the discretion of the District, to conduct individual interviews with one or more of the Bidders who submitted proposals. The Bidders will be notified of the time and exact location in advance of any interview. The purpose of this interview is to confirm information provided in proposals submitted by the Bidders. This will also be another opportunity for the section committee to request additional clarifications. In these interviews, the Bidder may expand on the information provided in its key personnel present as the primary representatives during this process.

Contract Award: This proposal will be competitively bid and evaluated by the District in its entirety. The District will select a Bidder that demonstrates to be the highest, responsive, and responsible Bidder. Responsive refers to meeting the terms, conditions, requirements and specifications of this RFP. Responsible refers to those who can provide, for example, evidence and references that support a history of compliant contract performance and sound business operation. The District has the right to inspect the facilities, services areas, and business practices of all Bidders submitting offers prior to the award of this contract. The purpose of an inspection is to determine the Bidder’s potential ability to perform under the terms of this proposal. The District also has the right to inspect the facilities and operations of the selected Bidder at any time during the contract period. See Instruction to Bidders for more details.

Restrictions on Lobbying and Contacts: For the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contracts, no person or entity submitting a response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity, shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contracts with any member of the District’s Governing Board, selection members, or with any employee of the District except for clarifications and questions as described herein. Any such contact shall be grounds for disqualification of the Bidder.

Limitations: The District reserves the right to contract with any Bidder responding to this RFP. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to amend this RFP and the RFP process and to discontinue or re-open the RFP process at any time. The District shall in no event be responsible for the



cost of preparing any proposal in response to this RFP. The awarding of the contract, if at all, is at the sole discretion of the District. The District reserves the right to reject any or all proposals, to waive any irregularities or informalities, to evaluate the proposals submitted, and to award a contract, if any, according to the proposal which best serves the interests of the District at a reasonable cost to the District.

END OF SECTION



INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of Bidder's proposal. Antelope Valley Community College District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory, Bidder's proposal may be rejected at the sole discretion of the District.

1. Project. Proposals are requested for work described in the Scope of Work/Specifications (Attachment A) for the following project:

LOW VOLTAGE CABLING
RFP AVC2015/2016-10

2. Proposals. District will receive sealed Proposals from Bidders as stipulated in the Notice to Bidders.

3. RFP Proposal Preparation. Bidders must submit proposals on the District's Bid Form and all other required District forms ("Contract Documents", "Bid Documents" or "Bid Form"). Proposals not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. It is permissible for Bidders to include additional sheets to fully respond to requested information. Partially completed Bid Documents may be deemed non-responsive. Bid Documents not conforming to these Instructions for Bidders and the Notice to Bidders may be deemed non-responsive and rejected. Numbers shall be stated in both words and figures where so indicated in the Bid Documents; conflicts between a number stated in words and in figures are governed by the words, except where the figures represent an express, correctly calculated sum. Each Bidder is solely responsible for all costs and expenses incurred by the Bidder in preparing and submitting its proposal to the District.

4. Compliance with Specifications. The Bidder shall comply with the Scope of Work/Specifications (Attachment A) in all respects and shall provide a statement that confirms compliance. Where it is not possible to comply fully, the Bidder shall:

- a. Offer a suitable alternative stating clearly how it differs from the Specification.
- b. State whether or not the item can be made fully compliant, and if so, at what cost.
- c. Where Bidder alternatives are offered, the Bidder shall clearly indicate the differences in cost and functionality between the requirement and the Bidder's alternative.

The District, for inspection and specification testing, may require samples of bid items. Samples furnished must be free of expense to the District. Samples furnished must also be identical in all respects to the products specified in the Bid. Samples, if not destroyed by tests, and if requested, will be returned at the Bidder's expense. All goods furnished under this contract shall be newly manufactured goods. Used or reconditioned goods are prohibited, unless otherwise specified.

5. Price Summary Schedules. Prices for all components, including material, freight, taxes, installation, commissioning, programming, configuration, training, warranty, and all other costs shall be itemized everywhere in the Bid Documents.

6. Alternate RFP/Bid Item(s). If the Bid Form does not specifically call for the submittal of alternate bid item(s) and a Bidder submits alternate bid item(s), the District may deem the Bid Form to be non-responsive and reject same. In the event that alternate item(s) are specifically called for in the Bid Form, any Bid Form which does not include bid(s) for the alternate item(s) may result in the Bid Form being deemed by the District to be non-responsive and rejected. In the event that bids for alternate item(s) are



specifically called for in the Bid Form, the Bidder is referenced to the provisions of the Contract Documents permitting the District, during performance of the Work of the Contract Documents, to add or delete such alternate item(s) with the cost or credit (inclusive of all direct and indirect costs, supervision, overhead and profit) for such alternate item(s) to be in the amount(s) set forth in the Bidder's Bid Form for such alternate item(s).

Bidders must complete and submit all of the following Bid Submittal Documents (Attachment D):

- Bid Form
- Agreement to Contract Documents
- Statement of Bidder's Qualifications
- Bid Security Bond (on the District's form) or other security
- The Designated Subcontractors List
- The Site-Visit Certification (if applicable)
- The Non-Collusion Declaration
- Workers Compensation Certification
- Prevailing Wage and Related Labor Requirement Certification
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- Hazardous Materials Certification

7. Additional Required Documents. In addition to the Bid Form and its related Bid Documents, Bidder shall include complete packages of the following items:

- a. Resumes for key personnel proposed for the project from both the contractor as well as any required sub-contractors (if any). As a minimum, this shall include the project principal, project manager, lead engineer, senior installation technician (field foreman), senior bench technician (shop foreman) and service manager. Resumes shall identify each individual's technical qualifications, years with the firm and specific project experience.
- b. Description of Bidder's client/customer support capabilities and services. This may include the following:
 - i. Number of service technicians on staff
 - ii. Typical service response time
 - iii. Manufacturer service/repair authorizations
 - iv. Training resources
 - v. District's support resources (e.g., help desk, replacement equipment)
 - vi. Loaner equipment services
- c. Proposed project schedule. Although the Initial Project Schedule section of this Specification contains anticipated dates for completion of the Work, Bidders are required to review these dates, make its own assessment and revised schedule which, if possible, allows the project to be completed ahead of the dates shown on the Initial Project Schedule.
- d. List of any anticipated work on the project that the Bidder may subcontract. For all subcontracted work, Bidder shall describe the work and identify the proposed subcontractor. Bidder shall provide appropriate qualification information pertaining to the specific portion each subcontracting firm is being contracted for.
- e. System and equipment technical information in accordance with the following:
 - i. Bidder shall submit itemized lists of all equipment proposed to be supplied. Itemized equipment listings must include all equipment necessary to develop the complete functioning systems, whether or not the equipment is specifically identified in this Specification.



- ii. Technical data sheets for individual equipment items shall be provided upon request from the District. Information provided must clearly indicate how the item described meets the specified functional requirements.
- iii. The Bidder may choose to submit single line drawings to clarify the systems architecture design and component connectivity throughout the Audiovisual Systems proposal.
- f. Proposal pricing information in accordance with the following:
 - i. Each piece of equipment shall be individually priced in the itemized equipment lists submitted. Sub totals shall be provided for each unique system and sub system as defined within this Specification.
 - ii. Proposal pricing shall include separately itemized costs for providing warranty support as described elsewhere in this Specification.
 - iii. Proposal pricing shall separately itemize incremental costs associated with on-site installation work performed outside regular business hours and/or any overtime work required to meet the indicated schedule.
- g. Other bid submittal requirements:
 - i. Bidder shall submit a Warranty Statement clearly identifying any exclusions or conditions affecting warranty of the Audiovisual Systems. Minimum warranty coverage (Basic Warranty) is defined in the Specification. Bids submitted that do not include Basic Warranty coverage may be deemed non-responsive.
 - ii. Bidder shall submit descriptions and pricing for any Enhanced Warranty coverage or other support that extends beyond the coverage of Basic Warranty and may be available at the District's option. The District shall retain the right to accept or reject Enhanced Warranty and supplemental support services as proposed up until commencement of Basic Warranty.
 - iii. Bid submittals shall include proposed payment terms, including deposit, payment schedule and any other conditions and requirements.
 - iv. Bidder shall identify in the Bid submittal any long lead equipment items that may adversely affect the schedule and completion of the Work.
 - v. All other submittal requirements as may be delineated in the District's documentation as presented with this Specification and invitation to bid.

Bidders must supply all information required. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.

8. Signatures. All Bid Documents shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.

9. Modifications. Changes to the Bid Form and related documents which are not specifically called for or permitted may result in the District's rejection of same as being non-responsive. No oral or telephonic modification of any submitted Bid Document will be considered. A written modification may be considered only if actually received by the District five (5) business days prior to the scheduled closing time for receipt of proposals.

10. Erasures; Inconsistent or Illegible Proposals. Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, inter-lineation or correction the surname(s) of the person(s) signing



the proposal. Any proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any proposal, or portions thereof, are determined by the District to be illegible, ambiguous or inconsistent, the District may reject Bidder's proposal as being non-responsive.

11. Bid Security. Bidders must submit with its proposal: (a) cash; (c) a cashier's check or a certified check payable to District; or (c) a bid bond by an admitted surety insurer under Code of Civil Procedure Codes Sections 995.120 and 995.311 as surety, of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

12. Examination of Site and Contract Documents. Each Bidder shall, at its sole cost and expense, inspect the Site to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or offers concerning the Contract Documents or the Work made prior to execution of the Contract. The submission of a Bid Form shall be deemed prima facie evident of the Bidder's full compliance with the requirements of this section.

13. Withdrawal of Proposal. Any Bidder may withdraw its Bid Form without penalty by written request received by the District prior to the scheduled closing time for the receipt of proposal. Requests for withdrawal of proposal after scheduled closing time shall be in accordance with Public Contract Code Section 5100 et seq.

14. Documents Required Upon Award of Contract. The Agreement which the successful Bidder, as Contractor, will be required to execute along with the other documents which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.

15. Interpretation of Drawings, Specifications or Contract Documents. Any Bidder in doubt as to the true meaning of any part of the Contract Documents or who finds discrepancies, errors or omissions therein; or who finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request by the deadline noted on the Project Specific Dates. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District, a copy of which will be posted on the District's website and Public Purchase website. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

16. District's Right to Modify Contract Documents. Before the scheduled closing time for receipt of Bid Documents, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders via the District's website and Public Purchase



website. If the District issues any addenda, the failure of any Bidder to acknowledge such addenda in its Bid Form may render the Bid Form non-responsive.

17. Bidders Interested in More Than One Proposal. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Form for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Form for the proposed Work to the District.

18. Award of Contract

- a. Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Bid Documents or to waive any irregularities or informalities in any proposals or in the bidding.
- b. Award to Lowest Responsive Responsible Bidder. The award of the Contract, if any, will be to the responsible Bidder submitting the lowest responsive proposal on the basis of the Bid Form and accepted bid alternate items, if any.
- c. Selection of Alternate Bid Items; Basis of Award of Contract. The selection of bid alternates for determination of the lowest proposal will be based upon the Bid Form alone or a combination of the Bid Form and one or more bid alternates as selected by the District in accordance with the method for additive or deductive items specified in the bid solicitation.
- d. Alternate Bid Items Not Included in Award of Contract. During performance of the Work, it is the District's option to add or delete from the scope of the work alternate bid items that were not included in the award of Contract. District may elect to have work done at price(s) set forth in the alternate bid items proposal.
- e. Responsive Bid Form/Proposal. A responsive Bid Form/Proposal shall mean a proposal which conforms, in all material respects, to the Bid and Contract Documents.
- f. Responsible Bidder. A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a



bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder. Upon request of the District, Bidder must promptly submit satisfactory evidence of any of the items listed above.

19. Subcontractors

- a. Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Section 4100 et seq.) on the form furnished. The District may request that one or more apparent low Bidders provide to the District, within twenty four (24) hours of bid opening, the license numbers and value of work for each listed subcontractor submitted by Bidder. Any Bidder's failure to comply with the District's request may deem such Bidder's bid non-responsive and subject to rejection by the District.
- b. Work of Subcontractors. The organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the proposal or from the sub-bidders' sub-bids which is reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

20. Workers' Compensation Insurance. Pursuant to California Labor Code Section 3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the Workers Compensation Insurance certificate provided in Section 00415 prior to performing any of the Work under the Contract.

21. Bid Security Return. The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Documents must be held open (which is set forth in the Notice to Bidders) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security will be returned to them.

22. Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within six (6) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest responsive proposal or may call for new bids, in District's sole and exclusive discretion.

23. Contractor's License. No Bid Form will be considered from a Bidder who, at the time proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors License Law, California Business & Professions Code Sections 7000, et seq. This requirement is not a mere formality and cannot be waived by the District or its Board of Trustees. The required California Contractor's License classification(s) for the Work is set forth in the Notice to Bidders. The



Contractor will be required to maintain the license(s) through the duration of the Contract. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 2600, Sacramento, CA 95826.

24. Anti-Discrimination. It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code Sections 12940 et seq. and California Labor Code Section 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

25. Job-Walk/Pre-bid Site Visit. If a mandatory job walk/pre-bid site visit ("Job Walk" or "Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with its proposal. The District will transmit and upload addenda to its website and Public Purchase website, as the District considers necessary, in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District, as a result of a Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

26. Drug Free Workplace Certification. In accordance with California Government Code Sections 8350, et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of its proposal. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

27. Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC Sections 1101 et seq. ("IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

28. Notice of Intent to Award Contract. Following the public opening and reading of proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Trustees meeting at which award of the Contract will be considered.

29. Public Records. All documents included in proposals become the exclusive property of the District upon submittal to the District. All proposals and other documents submitted in response to the Notice to Bidders become a matter of public record, except for information contained in such Bid Documents deemed to be Trade Secrets (as defined in California Civil Code Section 3426.1). A Bidder that indiscriminately marks all or most of its proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or



which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such proposal, by request made to the District in conformity with the California Access to Public Records Act, California Government Code Sections 6250, et. seq.

30. Bidder and Subcontractors DIR Registered Contractor Status.

- a. Bidder Status. In addition to other requirements established herein relating to Bidder qualifications, in order to be deemed “qualified” to submit a proposal for the Work, the Bidder must be a DIR Registered Contractor when submitting a proposal. The proposal of a Bidder who is not a DIR Registered Contractor when the proposal is submitted will be rejected for non-responsiveness.
- b. Listed Subcontractor’s Status. All Subcontractors identified in a Bidder’s Subcontractor List shall be DIR Registered Contractors at the time of submittal of the proposal for the Work. The foregoing notwithstanding, a proposal is not subject to rejection for non-responsiveness when the Subcontractors List accompanying the proposal lists any Subcontractor(s) who is/are not DIR Registered Contractors if the listed subcontractors who are not DIR Registered become DIR Registered prior to the opening of proposals or become DIR Registered within twenty-four (24) hours of the opening of the proposals pursuant to Labor Code 1771.1 (c)(1) or (2). If the Subcontractors List accompanying the proposal lists any Subcontractor(s) who is/are not DIR Registered do not become registered prior to the opening of proposals or become DIR Registered within twenty four (24) hours of the opening of proposals pursuant to Labor Code 1771.1(c)(1) or (2), such proposal is not subject to rejection for non-responsiveness, provided that if the Bidder submitting the Subcontractors List with non-DIR registered Subcontractors is awarded the Contract for the Work, the Bidder shall request consent of the District to substitute another Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code 1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

Additionally, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). For more information, see <http://www.dir.ca.gov/Public-Works>.

31. Prevailing Wage Rates. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to Sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available on the Internet at: <http://www.dir.ca.gov>.

32. Labor Compliance Monitoring. This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations pursuant to Labor Code sections 1771.55 and 1771.75 and subject to the requirements of Section 16450 et seq. of Title 8 of the California Code of Regulations. Contractors and subcontractors must register as Public Works Contractors with the Department of Industrial Relations. The Contractor and all Subcontractors under the Contractor shall furnish certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461



of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code commencing with section 1771.5.

33. Failure to Contract. If Bidder to whom Contract is awarded shall for six (6) calendar days after the date of the Notice of Award, fail or neglect to enter into Contract and submit required bonds, insurance certificates, and all other required documents, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

34. Non-Collusion Declaration. Bidders shall submit the Non-Collusion Declaration with its proposal. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.

35. Addenda. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

36. Acknowledgment of Addenda. Each Bidder must acknowledge each Addendum in its Bid Form by number or its Bid shall be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

37. Materials. Proposal shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code Section 3400. All requests must comply with the following:

- a. District must receive any request for substitution a minimum of Ten (10) calendar days prior to bid opening.
- b. Within Five (5) days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
- c. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
- d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

38. Time for Completion. District may issue a Notice to Proceed within Three (3) months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall



complete the Work within the period of time indicated in the Contract Documents. In the event that the District desires to postpone issuing the Notice to Proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.

It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a three-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this three-month period shall be by written notice to District within Ten (10) calendar days after receipt by Contractor of District's notice of postponement.

It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

39. Submission of Final Documents. The Bidder to whom Contract is awarded shall execute and submit the following documents by 3:00 p.m. of the Sixth (6th) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

- a. Agreement. To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature;
- b. Performance Bond (100%). On the form provided in the Contract Documents and fully executed as indicated on the form;
- c. Payment Bond (100%) (Contractor's Labor and Material Bond). On the form provided in the Contract Documents and fully executed as indicated on the form; and
- d. Insurance Certificates and Endorsements as required in the General Conditions.

40. Bid Protests. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the Third (3rd) business day following bid opening.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the bases for the protest.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.



- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

41. Rejection of Bids and Waiver of Defects. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

42. Bid Discrepancies. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.

43. Responsibility of Bidder. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

44. Questions. All questions about the meaning or intent of the Contract Documents are to be submitted via Public Purchase portal. Interested Bidders should register as a vendor through Public Purchase at: <https://www.publicpurchase.com/gems/register/vendor/register>. If Bidder is having issues, they may then submit questions by email to mihernandez@avc.edu. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions must be received by the date referenced in the Notice to Bidders under Project Specific Dates. The District will respond to all questions by no later than the date referenced in the Notice to Bidders under Project Specific Dates. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

END OF SECTION



SUPPLEMENTARY CONDITIONS

MODIFICATION OF THE GENERAL CONDITIONS

1. General. The “General Conditions” are supplemental by the changes, deletions, and / or additions which follow in this supplement. Even though a portion of the “General Conditions” may be modified, altered or voided by this supplement, the provisions of the unaltered portion shall remain in effect.
2. Definitions. The Definitions of the General Conditions apply to these Supplementary Conditions.
3. Drawings and Specifications. The District shall furnish the Contractor, copies of Drawings, photos and Specifications.
4. Utilities. All reasonable costs for utilities, including, but not limited to, electricity, water, gas and telephone, used and consumed on the Work shall be provided at the expense of the District. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary from distribution systems to points on the project where utility is necessary to carry on the Work. Upon completion of work, Contractor shall remove all temporary systems.
5. Acceptable Hours of Work. The facility will be occupied by the District from 7:30 a.m. to 9:00 p.m. Monday through Friday. The facility will be occupied from 7:30 a.m. to 5:00 p.m. on Saturday. Construction activities shall be conducted after 7:30 a.m. and before 3:30 p.m. Monday through Friday. During performance of the Work on the Project, Contractor shall not interfere with the normal, regular, or existing business operations or activities of the District.
6. Master Key. Upon request, the District may, at its own discretion, provide a master key to the site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.
7. Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor’s Work.
8. Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.
9. Confidentiality. The Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.
10. Work During Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the



best of its ability to minimize any disruption to the students and classes up to, and including, rescheduling specific work activities, at no additional cost to District.

11. Badge Policy for Contractors. Contractor and all Subcontractors of any tier doing work for the District will provide its workers with identification badges. These badges will be worn by all members of the Contractor's or Subcontractor's staff who are working in a District facility. Badges can be obtained by the Facilities & Maintenance office and must be filled out in full and contain the following information: (1) Name of Contractor; (2) Name of Employee; (3) Contractor's address and phone number. Badges are to be worn when the Contractor or its employees are on site and must be visible at all times. Contractors must inform its employees that they are required to allow District employees, the Architect, the Project Manager, or the Project Inspector to review the information on the badges upon request. Failure to display identification badges as required by this policy may result in the assessment of fines against the Contractor.

12. Minimum Insurance Coverage Amounts. See General Conditions.

13. Permits, Certificates, Licenses, Fees, Approvals. Pursuant to California Public Contract Code Section 3300, Bidder must possess a current California Contractor License Class C-7 (Low Voltage Systems Contractor).

14. Changes in the Work & Markup. For authorization and approved changes in the scope of Work, the limit of the combined overhead and profit for work performed by Contractor or its Subcontractors of any tier is ten percent (10%) of the total cost of all work and all materials identified in each change order regardless whether the work is performed by Contractor's own forces or the work forces of any Subcontractors of any tier. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that its propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and Subcontracts, including Sub- Subcontracts, Labor and material shall be itemized in the manner prescribed above. Where major cost items are Subcontracts or Sub-Subcontracts, they shall also be itemized.

15. Allowances. The following allowances are in addition to the scope of the Work as defined in the Contract Documents and the Contractor shall add all Allowances to complete the work and shall include the total Allowances amount in the Bid Proposal Lump Sum Amount (Refer to Bid Proposal).

List of Allowances:

NO ALLOWANCE INCLUDED IN THIS PROJECT

The District may utilize the above allowances up to the total amount during the course of construction by issuing a Work Order(s) to the Contractor. A deductive Change Order will be issued at the completion of the Work to return the entire balance of the unused allowances to the District, without application of any mark-up.

Upon incorporation of the Work described in each Work Order, the Contractor will be paid out of the Allowance fund as a line Item included in the Contractors payment application.

END OF DOCUMENT



ANTELOPE VALLEY COLLEGE

LOW VOLTAGE CABLING; RFP AVC2015-2016-10

SCOPE OF WORK/SPECIFICATIONS-ATTACHMENT A



Scope of Work/Specifications:

1. Include standard rates for type of work
 - a. Project Manager
 - b. Installation Supervisor
 - c. Cable Puller
 - d. Cable Installation Technician
 - e. Fiber Optic Cable Installation Technician
 - f. A/V and/or P.A./Intercom Technician
 - g. Installation of District-owned equipment, such as security cameras and A/V equipment

In accordance with Section §1773 of the California Labor Code, if applicable, workers shall not be paid less than the specified prevailing rates of wages in execution of the contract (See General Conditions).

2. District locations where possible work will take place:
 - a. Lancaster Campus
3041 West Avenue K, Lancaster, CA 93536
 - b. Palmdale Center
1529 E. Palmdale Blvd, Palmdale, CA 93550
2361 E. Palmdale Blvd, Palmdale, CA 93550
 - c. Fox Field Satellite Campus
Barnes Aviation, 4555 W Avenue #9, Lancaster, CA 93536
3. Vendor will ensure all work conforms to industry cabling standards as well as the District's cabling standards as specified in the District Telecommunications Infrastructure Standards (**See Attachment A.1**).
4. Actual projects will follow a process of a site walk (if required by the District)
5. As-built documentation will accompany each job. Cabling documentation must conform to the District's Telecommunications Infrastructure Standards document and includes (1) each AutoCAD and PDF electronic format copy, (1) laminated ANSI-B copy posted at each cabling closet, as well as (2) standard ANSI-C copies provided to the IT department for archive purposes.
6. All cabling must be labeled according to the District's Telecommunications Infrastructure Standards document. Please reference the District's Telecommunications Infrastructure Standards Document V1.2 for details.
7. Vendor must perform required cable testing as specified in the District's Telecommunications Infrastructure Standards document. Vendor must submit a list of on-hand test equipment along with recent letters of calibration.
8. Vendor will be responsible for the removal and proper disposal of all waste from each project. Salvage or repurposed material will be made available to the District's IT



Scope of Work/Specifications

personnel before removal and will be placed in a neat and secure manner during projects.

9. Unless otherwise arranged, the Vendor will be responsible for storage and securing of supplies and materials for the duration of projects.
10. All work performed must conform to applicable building code requirements. Be aware that the District-owned facilities operate under jurisdiction of the California State Department of Architects (DSA), and are subject to local on-site DSA inspectors on state-funded projects. Coordination of inspection will be by arrangement of the District's IT personnel on a per-campus basis, but the Vendor is subject to provide reasonable notification of need to inspect during projects with no less than 72 hours' notice prior to close-up of any open work area. Non-District owned sites are subject to local and/or county code jurisdiction and arrangement of inspection will be the responsibility of the vendor, with prior notification to the District's IT department as to on-site inspection appointments.
11. Check List
 - a. Labor Rate Schedule.
 - b. Copy of BICSI certification per bid requirements.
 - c. Copy of RCDD certification per bid requirements.
 - d. State Of California C-7 Contractor License.
 - e. Manufacturer training along with letters of qualification in structured cabling and/or enterprise fiber optic products from the following manufacturers:
 1. Sumitomo
 2. Corning
 3. 3M
 - f. Examples of As-built documentation such as AutoCAD and/or laminated ANSI-B/ANSI-C for cabling closets and district documentation.
 - g. List of on-hand test equipment along with recent letters of calibration.
12. Due to the time sensitivity of an educational institution the District may require a Performance Bond for any project to ensure vendor complies with any deadlines established for a particular project.
13. It is the vendor's responsibility to notify the District at the beginning of a project if they lack the resources or staff to meet the District's schedule for a specific project.
14. Vendor is responsible for submitting and maintaining insurance per the District's insurance requirements listed within this bid (See General Conditions).

Type of Cabling Projects:

1. Inter-building Backbone cabling – This type of work will provide new and remedial building to building backbone cabling work with both Fiber Optic and Copper type cabling. As the nature of inter-building tends to be Outside Plant (OSP), qualified vendors will need to describe their in-house or subcontracting assets of a related nature. Please describe such resources along with your staff qualifications. Establishment of new pathway for OSP projects is typically managed by civil construction firms and project management. However these types of projects will



Scope of Work/Specifications

include the qualifying-of, clearing and cleaning of, and installation into OSP ducts and will involve installation and termination of the following cable types:

- Typical Fiber Optic cabling for this type of work consists of single mode suitable for installation equal to or below 7km distance and/or Multi-Mode (50m) cable suitable for outdoor installation. OSP fiber includes both tight- buffer water-blocking type, armored and unarmored; OSP loose-tube construction, with strength element and water-blocking attributes; Use of both extruded plastic and textile-based innerduct systems, and various other subduct pathways. Periodic but infrequent installations also involve in-field fusion and mechanical splicing of fiber. Use of composite or hybrid fiber configurations is common and documented experience with multiple fiber- types will be requested. Preferred termination techniques to fiber strands are for EP (Epoxy and Polish) tips. NENP (No Epoxy/No Polish) termination methods will only be allowed on an emergency repair basis.
 - Typical copper cabling for this type of work consists of both voice and data- grade PIC filled and armored OSP feeder cables suitable for outdoor installation. Documented familiarity with both dry and filled splice closures, pair and binder-group splicing products including 3M EM2 and 710 splicing blocks, as well as Picabond and other individual conductor splicing products will be requested as qualification of this type of work. Documented familiarity with proper grounding and bonding practices with respect to conductive armored cables, as well as protection-field installations familiarity will be requested of final bidders.
 - Typical OSP installations will include working in subterranean vaults and manholes. The vendor will be asked to submit a list of on-hand equipment for CalOSHA installation safety compliance, as well as related OSP duct servicing and man-hole servicing tools. Average estimated outside plant distances of 800 to 1000 feet (some projects may exceed this estimate), so please be prepared to describe job experience of similar scope and conditions.
 - Waterproof labeling of OSP work is typical in District installations.
2. Remedial work – This work may be performed in a live, working environment:
- MDF/IDF – This will involve remediating an existing facility to the District’s cabling and facilities standards. In many cases, remedial work within the IDF/TC space includes installation of new and/or improved cable conveyance products and/or equipment mounts. Documented experience of installations of new structures in a “wrap-around” or migration of media fashion will be requested of vendor.
 - Station - This type of work will involve the replacement or removal of existing station and/or feeder cable plant (damaged or scheduled for removal) and the installation and/or termination of new station and/or feeder cable.
 - All remedial work requires the ability to document, remediate, label and test per the District’s direction and standards.



Scope of Work/Specifications

- Vendor must be able to verify restoration of services using appropriate test equipment and have a working knowledge of data and voice communications.
3. New Intra-Building backbone fiber and/or copper cabling - This type of work will provide new and remedial in building cabling work with both Fiber Optic and Copper type cabling. These types of projects will include the installation and termination of both horizontal and riser cables:
 - Typical Fiber Optic cabling for this type of work consists of single mode and/or Multi-Mode cable suitable for indoor installation. Indoor fiber optic cabling is typically tight-buffer in construction and often composite or hybrid in configuration.
 - Typical copper cabling for this type of work consists of any or the following riser types: Cat-3 or voice grade multi-binder group, data-grade powersum binder group, 4-pair riser Category 6 and augmented or Category 6A; horizontal cabling including Category 6 to Category 6A for station and control-cable installations.
 4. New station cabling – This type of work will involve cabling of new stations.
 5. Fiber or Copper Ethernet and/or low voltage DC cable for outdoor video surveillance cameras, including installation of mounts and cameras. Additional tasks may include placement of DC power supplies both to drive cameras and POE power injection. Placement of 120VAC circuits may be required as part of the installation of remote and/or mid-span power injection. Station cables for cameras often involve use of gel-filled OSP rated Cat-6 cable.
 6. Copper Ethernet cable for indoor video surveillance cameras.
 7. Cabling (Copper Ethernet) indoor Wireless Access Points (WAPs) Cabling (Fiber or Copper Ethernet) for outdoor Wireless Access Points (WAPs).
 8. Cabling (Copper Ethernet, Extron control cable, and speaker wire) for classroom audio-visual installations. A/V installations will frequently use STP cable along with shielded jacks and receptacles. Contractors must be familiar with proper termination and ground-continuity to insure proper shielding for such installations.
 9. Installation of low voltage DC power lines security applications, Audio, Video or Control systems.
 10. Installation of major cable conveyance products for horizontal pathway include, but are not limited to: wire-basket trays and hangers, telecommunications type cable runways, large-cable troughs, firewall penetration products (both new and retrofit), vertical chase troughs and runways, large-diameter (2" and larger) EMT pathways over inaccessible interstitial spaces.
 11. Installation of minor station cable conveyance products include but are not limited to: J-



Scope of Work/Specifications

hook and sling assemblies, hanging cable frames, runway partitioning components, ¾" to 1 ½" EMT runs, roof and exterior wall penetrations, weatherheads and outdoor cable enclosures and bodies.

12. Installation of standard IDF or TC structures include but are not limited to: Backboard placement, grounding bus placement and confirmation, grounding and bonding methods (both NEC and TIA compliant), wall and floor secured equipment frames and enclosures and related cable management components.
13. Particular emphasis will be placed upon the documented ability of the vendor to work with Black Box, Commscope products including: 110 and 66 IDC termination systems, Gigatrue products, Uniprise, and Corning CCH LANScape and Black Box fiber optic management products. Sample locations and an on-site visit to a representative installation will be required for final selection.
14. Install-class A/V installation tasks including placement of install-class amplifiers and audio routers; in-ceiling and surface mount speakers including safety anchoring and retention; A/V equipment housings and mounts; projections screens (manual and electric including low-voltage controls); hanging of flat panel displays up to 60".

END OF SECTION



ANTELOPE VALLEY COLLEGE

LOW VOLTAGE CABLING; RFP AVC2015-2016-10

**TELECOMMUNICATIONS INFRASTRUCTURE STANDARDS-
ATTACHMENT A.1**

Antelope Valley Community College District Information Technology Infrastructure, Audiovisual and Cabling Standard

Prepared for:
Antelope Valley College



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I. OVERVIEW

This document contains the standards for Information Technology Infrastructure and Cabling for new construction and renovation projects at Antelope Valley College (AVC). It describes the requirements for outside plant and cabling, inside cabling, technology rooms and spaces, infrastructure, wireless networking, project submittals, testing and labeling.

As technology continues to advance, this standard will be regularly updated by AVC. Users of this standard should confirm that they are in possession of the latest version of the document prior to referring to its contents.

A. Revisions

The following major revisions have been made to the Information Technology Infrastructure and Cabling standard since its original issue:

<i>Revision Number</i>	<i>Revision Date</i>	<i>Revision Item</i>	<i>Rationale</i>
1	6/13/08	Distribution of north end of campus via North MDF	Location of North MDF was relocated from the Health and Sciences building to the North Central Plant
2	6/13/08	Addition of fiber cables and counts	EMS and Fire Alarm will be utilizing Campus fiber for distribution
3	6/13/08	Addition of Singlemode in the riser	Allow Fire Alarm and future campus data applications
4	6/13/08	Addition of distribution list	Track who has been given document
5	6/28/12	Update of Wireless Data Network Requirements	Wireless technology has advanced; the College is deploying 802.11 wireless networking in the new Health & Science Building and is planning to deploy the technology across campus in a phased deployment.
6	6/28/12	Distribution List updated.	Key staff have changed since the last revision.

B. Distribution List

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II. OUTSIDE PLANT

A. Support Structures

1. Ductbanks and Trenching

Communication Ductbank shall provide a permanent and durable pathway system which is available for the delivery of entrance cable from carrier service providers, or as part of AVC's campus backbone system.

Once it is in place, modification to the Communication Ductbank is often impractical. It is critical, therefore, to plan for adequate expansion and growth of the communication system at the time the ductbank is constructed, rather than after the fact. No less than four, 4-inch, ducts shall be installed at the time of construction. This rule applies even if only a small number of cable pairs or strands of fiber that partially fill just a single duct are projected to be required over time. Ductbanks shall be configured in arrays, typically with several rows stacked together. 1 x 4, 2 x 2, 3 x 4 are examples of duct arrays, which also correspond to the arrangement of duct openings in pre-cast concrete vaults and manholes where transitions occur.

Wherever applicable, the communication ductbank should share underground pathways with other underground infrastructure components such as electrical feeders, water lines, gas lines and sanitary systems. This reduces the cost of the installation and helps to create a series of utility routes that aid in future campus development and planning. Sufficient spacing between electrical feeders and communication ductbanks shall be maintained at all times to prevent electromagnetic interference between the services.

It is critical that the communications infrastructure be provided the highest level of durability to prevent inadvertent damage by backhoes and other heavy equipment. Only concrete-encased ductbanks shall be provided, using 2,500 psi concrete. The duct material itself should be Trade Size 4 (4-inch inside diameter), PVC Schedule 40 or equal, and suitable for contact with concrete.

Duct routing should be planned with consideration for distance between Transition Structures and difficulty of cable pulls, particularly when high-count multi-pair copper cables are necessary. The minimum radius for curves is 15 feet. Trenches should be dug with the following depth and width considerations for concrete pours:

<i>Ductbank Dimension Guidelines</i>	
Ground Cover	Minimum of 24 inches
Top Level of Concrete	Minimum 2 Inches above top duct
Concrete on Outer Sides of Ductbank	Minimum 1.5 inches
Concrete Between Ducts	1 inch (above, below and to each side)
Bottom Level of Concrete	Minimum 1.5 inches

The top layer of concrete in the ductbank should be dyed red to alert workmen who encounter the concrete while hand digging during utility location. A metallic warning tape, detectable with magnetic location equipment, should be buried directly over the path of the Ductbank approximately eighteen inches below the surface.

Communication ductbanks should be terminated with bell-end connectors, flush with the inner surface of the manhole or vault. Ductbanks entering the building shall protrude 4" beyond the floor or wall and shall be plugged with mechanical seals to prevent entry of foreign matter.

Pullropes shall be provided in all conduits.

2. Manholes and Handholes

Transition Structures, including manholes and handholes, allow access to cable installed within underground ductbanks. They shall provide a location for the storage of splice cases and slack loops of cable. Transition Structures shall also facilitate the distribution of cable to multiple locations by providing a junction point for ductbanks radiating in several directions.

The type of structure chosen for installation shall be dependent on the number of ducts in the span. These can range from vaults measuring 20 feet long, and 12 feet deep, to small, shallow, handholes only a few feet square. Wherever possible, preformed concrete structures (using 3,500 psi concrete) shall be utilized with weight-bearing cover/lid capacities based on the anticipated exposure of the structure to traffic (ranging from light pedestrian traffic to deliberate heavy vehicular traffic).

Structures shall be placed after 180 degrees of directional change has occurred in the ductbank route. In straight or relatively straight runs, there shall be no more than 400 feet between structures. Structures shall not be used as the apex of 90 degree changes in duct direction. Sweeps and structures should be planned such that the sweep occurs outside of the structure, allowing straight cable pulls through the structure itself.

Transition Structures require the following equipment:

- a) A sump, or gravel drainage in the case of small hand holes.
- b) Corrosion-resistant pulling eyes.
- c) Cable racking.
- d) Grounding cables installed per applicable codes or practices.
- e) Ladders and steps.
- f) Watertight duct plugs.

A. External Cabling

3. Copper

External use gel-filled core ASP telephone cable shall be used for direct-burial or in-duct applications. The cable shall have solid annealed copper conductors, with a core filled with a Flex-Gel filling compound and wrapped in a non-hygroscopic core tape. The ASP sheath shall consist of a 0.008" corrugated aluminum shield, with a 0.006" corrugated steel shield and a black polyethylene jacket. The jacket shall be sequentially printed with a footage marker at regular intervals. A flooding compound shall be applied over the core and to all surfaces of the aluminum and steel shields to resist moisture entry and to inhibit corrosion. Printed length markings shall be provided on the cable jacket every two feet.

The external voice cabling shall be home run to either the South MDF in the Student Services building for the South end of the campus or the North MDF located adjacent to the new North Central Plan building for the North end of the Campus.

4. Optical Fiber

External optical fiber cables shall be recommended by the manufacturer for use as an external cable suitable for installation in an underground duct. Optical fibers shall be contained within loose buffer tubes utilizing water blocking tapes or compounds surrounding these tubes. The cable will be an all-dielectric construction, with a central strength member. Standard provision for external cables shall be twenty-four singlemode and twenty-four multimode elements provided for each building via a 4-cell tube. Campus will have a standard of Sumitomo Air Blown Fiber for inter-building and Corning conventional fiber for intra-building infrastructure.

The external optical fiber cables shall be in a ring configuration. . Each building on campus is served from this ring with twelve singlemode and twelve multimode elements from each side of the ring. Twelve singlemode and twelve multimode elements shall be terminated in the South MDF in the Student Services building and the other twelve singlemode and twelve multimode elements shall be terminated in the North MDF located adjacent the new North Central Plant building.

B. Splicing and Interconnection Methods

1. External Splice Point

A splice closure designed for buried and underground encapsulated splices shall be used for all external splice points. The closure shall utilize a controlled forced-injection encapsulation process, which shall force the encapsulant around the splice and down the cable core to prevent moisture from entering the splice bundle. The case shall allow all elements/cables to be dressed in without violating any manufacturer's specifications. The splice closure shall be recommended by the manufacturer for installation in manholes, vaults and building entrance applications. The closure shall provide mechanical support for the splice.

2. Internal Splice Point

A splice closure recommended by the manufacturer for internal use shall be used for all internal splice points. The splice case shall be sealed to be moisture and vermin resistant. The case shall allow all elements/cables to be dressed in without violating any manufacturer's specifications. The splice closure shall be suitable for installation in building entrance applications. The closure shall provide mechanical support for the splice.

3. Sumitomo Splice Cases/Tube Distribution Unit (TDU)

A **Sumitomo splice case or** tube distribution unit shall be installed in manholes or BDFs where the tube cell will need to be branched out to supply a pathway into each building.

C. Entrance Protectors

Building Entrance Protection Blocks (solid state) shall be provided on all incoming copper telephone cable pairs, with one protector module provided per entrance cable pair.

D. Termination Methods

1. Termination Frames

External voice cable pairs shall be terminated on building entrance protection blocks (solid state) in the BDF / MDF Room. All pairs of each cable shall be terminated. A riser cable of the same count as the external voice cable shall be terminated on 110-type blocks mounted in termination frames in the BDF / MDF Room and be routed to a rack-mounted patch panel. Each pair of the voice riser cable shall be terminated on a single port on the patch panel. The 25th pair shall be coiled and left as spare.

2. Patch Panels

Optical Fiber cables shall be terminated on EP (Epoxy and Polish) LC-style connectors fitted in patch panels mounted in equipment racks in the BDF / MDF Room.

III. HORIZONTAL AND INTRABUILDING CABLING

A. Support Structures

1. Cable Tray

Ladder-style cable tray - manufactured of aluminum alloy and complying with NEMA Class 12A - shall be provided in the ceiling void for the major cable pathways throughout the building. Cable tray should be placed about 8 inches above the suspended ceiling to ensure access once the ceiling is in place with 12 inches of clearance on all sides. Cable tray should be routed over common use areas such as corridors.

Cable tray shall be 12" wide, with a depth of 6" along major cable pathways.

Cable Trays that penetrate fire-rated walls shall be equipped with wall penetration sleeves at each location, and have appropriate firestopping materials installed after the placement of cable has been completed.

2. Ladder Rack

Ladder Rack – 12" in size - shall be provided in MDF, BDF and IDF Rooms to route cable from sleeves, risers, ducts and cable trays to termination fields within equipment racks or mounted on walls.

Ladder Rack shall be mounted vertically on walls to support riser cables from floor to ceiling as they pass between floors.

3. Conduit

a) Conduits between MDF, BDF and IDF Rooms

Provide multiple 4" conduits running vertically between MDF, BDF and IDF Rooms in sufficient quantities to provide at least 100% spare capacity for future cabling.

Provide multiple 4" conduits running horizontally between MDF, BDF and IDF Rooms in situations where cable tray cannot be used in sufficient quantities to provide at least 100% spare capacity for future cabling.

b) Conduits to Individual Outlets

Conduits serving individual outlets shall be 1" in diameter and shall be connected to double-gang, deep device boxes (2-1/2 in. deep), fitted with a single-gang drywall ring at the outlet location. Individual workstation conduits shall be dedicated to a single outlet and shall not be "daisy-chained" together.

c) Conduit Fill Ratios

Communication Conduits have fill limitations based on the number and size of cables installed within them. Planning the number and diameter of conduits required for specific routes should be based on the anticipated cable load, and guidance for fill ratio calculations provided in ANSI/ TIA/EIA/569A and the NEC.

d) General Conduit Requirements

Conduits shall be less than 100 feet and not have more than 180 degrees of bends or turns in a segment without the installation of a pullbox.

Conduits that pass through fire-rated walls or through floors shall be firestopped in accordance with code.

In order to protect cable from damage conduits should be cut square, with the cut ends reamed and deburred. Plastic bushings shall be installed over the each end of every conduit.

To facilitate cable installation, nylon or polyethylene pull strings shall be placed in each conduit from end to end.

4. J-hooks

J-Hooks shall be used in locations where communication cables cannot be supported by continuous systems such as cable trays or conduit. Since support is not continuous, cable weight is concentrated at the intervals of the support hardware. Therefore, J-Hooks shall be placed no more than 5 feet apart in linear runs.

Provide J-Hooks with large surface areas (to prevent kinking or crimping of high-performance UTP cables) that are specifically designed to support Category 6 cables, in sizes and quantities appropriate for the number of cables to be supported.

B. Equipment Racks

Equipment Racks shall be provided in each IDF, BDF and MDF Room to support horizontal and riser cable terminations, active data network equipment and other miscellaneous equipment. A sufficient quantity of racks should be provided to ensure that no more than 50% of available rack space is taken up by cable terminations and patch panels.

Each rack shall consist of a modular EIA 19" mounting frame, with a minimum of 84" (45U) space for equipment in the vertical plane. Each rack shall have a load-carrying capacity of 1000 lbs (450 kg), be painted black and be manufactured from aluminum.

Each rack shall be securely fixed to the floor and supporting walls using appropriate seismic transverse and longitudinal bracing. Overhead ladder rack shall be fixed to the top of each rack and run from the top of the rack to the wall to support riser and horizontal cables. Cable bend management fixtures shall be provided to maintain the proper bend radius as the cables drop into the rack.

Patch management rings shall be provided in each rack, with (1) 2U high horizontal patch management in the top and bottom of each rack and the top and bottom of each patch panel. Two-sided vertical cable management shall be provided on both sides of each rack.

Strain relief and cable management shall be provided at the rear of each rack to ensure tidy routing of all feeder and horizontal cables.

Each rack to have a minimum of eight power sockets mounted on a strip at the rear of the rack. The power receptacles on the connector strip shall be NEMA 5-20R compatible. The plug shall be NEMA L 5-20P compatible.

In major construction projects, it is expected that all network hardware located inside the Data Centers and Server Rooms will be plugged into a central UPS system, backed up by generator within the campus. For network hardware located inside the BDF or IDF, it is expected that an appropriately sized, rack-mounted UPS be provided to support the equipment mounted in the rack plugged into the generator power outlets provided.

C. Cabling

1. Copper (UTP)

a) Horizontal Cabling

Horizontal cabling runs from each outlet to its associated IDF, BDF or MDF Room. Cabling shall be provided with four Category 6 cables per outlet as a standard. Cables shall be plenum-rated.

The following configuration shall be used at every outlet:

	<i>Application</i>	<i>Cable Jacket Color</i>
Cable 1,2,3	Data	Blue
Cable 4	Voice	White

The following horizontal cable jacket color codes are in place at AVC:

<i>Cable Jacket Color</i>	<i>Application</i>	<i>Comment</i>
White	Voice	Cat 3 (prior to this standard)
Blue	Data	Cat6

b) Copper Riser Cabling – Analog Voice

Copper Riser Cabling for voice applications runs between the MDF or BDF Room and each IDF Room. ARMM-type Category 3 multi-pair cables shall be provided with an allowance of 2 pairs per horizontal voice cable provided per riser connection as a standard.

2. Optical Fiber

Singlemode optical fiber cabling shall be provided for data and fire alarm applications running between the BDF Room and each IDF. Six strands of singlemode shall be provided per riser connection.

Multimode OM4 (50 micron, 2000 MHz.km) optical fiber cabling shall be provided for data applications running between the BDF Room and each IDF. Six strands of multimode shall be provided per riser connection.

Optical Fiber Riser cables shall be provided as follows:

- In multiple-floor buildings, each IDF Room shall be connected to the IDF Room directly above and below it (where one exists).
- In buildings with more than one IDF per floor, each IDF Room on a floor shall be connected to its adjacent IDF Room (where one exists).
- The two IDF Rooms closest to the MDF or BDF Room shall be connected to the MDF or BDF Room.

Tube cells and cables shall be plenum-rated.

D. Connection and Termination Methods

1. Copper

AVC has standardized on Black Box and Commscope Uniprise products to ensure continuity and a long term warranty of the systems and components installed throughout the District. All Technology Cabling Projects for AVC shall utilize these products to maintain a single standard across all of AVC's facilities, to allow AVC to stock a single set of spares and to support AVC staff training in the maintenance of this system.

a) Analog Voice

Horizontal voice cables shall be terminated on one eight-way 'RJ45' connectors at each faceplate - the EIA/TIA 568B termination configuration shall be used. These connectors shall be flush-mounted in the faceplate and shall be color coded as detailed in this document.

Horizontal voice cables shall be terminated on eight-way 'RJ45' connectors (with color-coded icons) fitted in patch panels mounted in equipment racks in each IDF, BDF or MDF Room – the EIA/TIA 568B termination configuration shall be used.

Riser voice cables shall be terminated on patch panels in each IDF, BDF or MDF Room. Each pair of the voice riser cable shall be terminated on a single port on the patch panel. The 25th pair shall be coiled and left as spare.

b) Data

Horizontal data cables shall be terminated on eight-way 'RJ45' connectors at each faceplate – the EIA/TIA 568B termination configuration shall be used. These connectors shall be flush-mounted in the faceplate and shall be color coded as detailed in this document.

Horizontal data cables shall be terminated on eight-way 'RJ45' connectors (with color-coded icons) fitted in patch panels mounted in equipment racks in each IDF, BDF or MDF Room – the EIA/TIA 568B termination configuration shall be used. Connectors shall be grouped on the patch panel in multiples of four – not six – to aid connector management.

c) Color Coding

The following connector color-coding shall be used at each faceplate and at each patch panel:

	<i>Application</i>	<i>Connector Color</i>
Connector 1	Data	Blue
Connector 2	Data	Blue
Connector 3	Voice	White

2. Optical Fiber

Optical Fiber cables shall be terminated on LC-style connectors fitted in patch panels mounted in equipment racks in each IDF, BDF or MDF Room.

E. Faceplates and Workstation Outlets

Four-port faceplates, white in color, shall be provided at each outlet location. Each faceplate shall be labeled as described in this document. All faceplates shall be installed in a 'portrait' orientation.

IV. TELECOMMUNICATIONS ROOMS

A. MDF and BDF Rooms

MDF (Main Distribution Frame) Rooms and BDF (Building Distribution Frame) Rooms are special-purpose rooms that provide space and maintain a suitable operating environment for the termination of backbone and campus cabling and house centralized communications and/ or computer equipment (such as Core Switches and Servers). The MDF or BDF Room is considered the demarcation point within the building itself, the location where the interbuilding and intrabuilding communication distribution systems interface. MDF/BDF Rooms differ from IDF Rooms in that MDF/BDF Rooms are generally considered to serve a building, whereas IDF Rooms serve a floor area of a building.

There shall be one MDF/BDF Room per building. The MDF/BDF Room shall be 200 to 250 sq ft in size, depending on the systems it will contain. The room shall be roughly square, with a minimum clear dimension of 8 ft. in one direction.

B. IDF (Intermediate Distribution Frame) Rooms

IDF Rooms are floor-serving (as opposed to building or campus-serving) spaces that provide a connection point between backbone and horizontal distribution pathways. IDF Rooms provide an environmentally suitable and secure area for installing cables, cross-connects, rack- and wall- mounted hardware and technology equipment.

There shall be at least one IDF Room per floor. Multiple rooms are required if the cable length between the IDF Room and the telecommunications outlet, including slack, exceeds 295 ft.

The recommended size for the IDF Rooms should be 100 to 120 sq.ft., depending on the systems they will contain. The rooms shall be roughly square, with a minimum clear dimension of 8 ft. in one direction.

C. Telecommunications Room Requirements

The following clearances shall be maintained for equipment and cross-connect fields in each Telecommunications Room:

- A minimum of 36 in. of clear working space in front of and behind equipment and patch panels.
- A minimum of 6 in. depth off wall for wall-mounted equipment.
- Aisles shall be a minimum of 42 in. wide.

1. Architectural Requirements

a) Ceiling Clearance

The minimum ceiling clearance shall be 8.5 ft. above the finished floor. To permit maximum flexibility and accessibility of cabling pathways, suspended ceilings are not recommended in Telecommunications Rooms.

b) **Doors**

Telecommunications Rooms shall have doors with key-controlled access that are at least 3.0 ft. wide and 7 ft. tall. Doors should be equipped with sweeps, however, door sills shall not be provided because they impede the movement of equipment.

c) **Floor**

Anti-static floor tiles should be provided in each Telecommunications Room. Imbed 2in. copper tape between the anti-static tile and the conductive adhesive 1.5 feet from the wall. Leave 12 in. of copper tape exposed above the anti-static tile for grounding to telecommunications grounding busbar in each Telecommunications Room.

d) **Flood Prevention**

If possible, locate Telecommunications Rooms above any threat of flooding. Avoid locations that are below or adjacent to areas of potential water hazard (e. g., restrooms and kitchens).

e) **Floor Loading**

Provide a minimum floor loading of 2.4 kPa – 4.8 kPa(50 –100lb/sq.ft.).

f) **Other Uses**

Telecommunications Rooms shall be dedicated to the technology function and related support facilities. Equipment not related to the support of the Telecommunications Rooms such as piping, duct work, and distribution of building power must not be located in, or pass through, the Telecommunications Room. Telecommunications Rooms must not be used as passageways for unauthorized persons to other facilities within the building.

Telecommunications Rooms shall not have roof access for maintenance (such as hatches) that could pose security or environmental (i.e., rain leakage) threats.

g) **Wall Requirements**

Telecommunications Room walls shall extend from the finished floor to the structural ceiling (e.g., the slab), be covered with two coats of white latex or fire-retardant white paint and be one hour fire-rated as required by the applicable codes and regulations.

Telecommunications Room walls should not have windows.

h) **Backboard**

Provide AC- grade or better plywood, 8 ft. high with a minimum thickness of 0.75 in. around the perimeter of the Telecommunications Room. Plywood shall be either fire-rated or treated on all sides with at least two coats of fire- resistant paint. The bottom of the plywood shall be mounted 6" above finished floor.

2. **Mechanical System (HVAC) Requirements**

Provide HVAC that will maintain continuous and dedicated environmental control (24 hours per day, 365 days per year). Thermostatic controls should be located within the room itself to prevent setting changes by unauthorized personnel. Maintain positive pressure with a minimum of one air change per hour in the Telecommunications Room. Provide:

- Temperature 70 degrees F +/- 5 degrees
- Relative humidity 30% -- 55%
- Estimated Heat Loads: 5,000 to 7,500 BTU per equipment cabinet or rack.

3. **Electrical System Requirements**

a) **Lighting**

Provide 500 lux (50 footcandles) measured at floor level, evenly distributed. Locate light fixtures a minimum of 2.6 m (8.5 ft) above the finished floor. Emergency lighting systems which operate on trickle-charge storage batteries are required as a safety precaution in the event of an inadvertent power outage.

b) **Power**

Telecommunications Rooms shall be equipped to provide adequate electrical power. Provide one dedicated, non-switched 30A, 208 Volt (V) alternating current (AC) with locking electrical outlets (NEMA L6-20R) per room and one dedicated, non-switched 20A 120 Volt (V) alternating current (AC) with locking electrical outlets (NEMA L5-20R) per equipment rack mounted at the top of the rack. Each outlet shall be on emergency backup power (preferably a central UPS system) and wired to separate branch circuits.

Provide separate duplex 120 V AC convenience outlets (NEMA 5-15R or 5-20R) for tools, test sets, etc., located at least 18 in. above the finished floor, placed at approximately 6 ft. intervals around perimeter walls and identified and marked as such. All outlets must be on non-switched circuits.

c) **Bonding and Grounding**

Provide a telecommunications grounding busbar in each Telecommunications Room. The ground lead shall be a copper cable sized appropriately to provide not greater than 2 Ohms of resistance, cad-welded to the Ufer Ground or building steel. Provide labeling which states: "DO NOT DISCONNECT".

4. **Fire Suppression System Requirements**

Provide wet-pipe system with sprinkler heads in wire cages to prevent accidental operation. Hardwired smoke detectors are required.

V. **WIRELESS NETWORKING REQUIREMENTS**

A. **General Requirements**

AVC has implemented a wireless data network in the campus facility. All new and renovated facilities should be provided with wireless data network connectivity. Planning for Wireless Access Points should include the following:

1. Provide wireless access point outlets placed on approximate 30' centers in buildings where a dense deployment of access points is required to provide high density coverage. This includes classrooms, labs, office and administration areas, computer labs, libraries and other locations where a relatively high density of wireless connections are anticipated.
2. Provide wireless access point outlets placed on approximate 50' centers in buildings where a less dense deployment of access points is more suitable. This includes workshops, art classrooms and other locations where a relatively lower density of wireless connections are anticipated.
3. Provide external wireless access points (or internal access points with external antennas) to support external spaces surrounding the building. Provide directional antennas to focus the wireless coverage in these external areas.

Note that these deployment densities are subject to change based on physical wireless survey performed by the approved installation vendor.

B. Wireless Access Point Infrastructure

4. Wireless Network Equipment Vendor

AVC has standardized on Enterasys Networks for all networking equipment including the Wireless Local Area Network (WLAN). All equipment for the WLAN shall be procured from Enterasys or a value added reseller that supports Enterasys Networking equipment.

5. Wireless Coverage Area

The Wireless Local Area Network coverage will cover both internal and external spaces. Indoor spaces shall have complete wireless coverage while the AVC campus will have select locations for outdoor wireless hotspots. Design flexibility shall be provided so that the campus can achieve its goal of complete wireless coverage. Please refer to the wireless coverage area map in the appendix section for external wireless coverage areas.

6. Wireless Site Survey

An RF Site Survey shall be conducted in all AVC construction projects mapping the ideal placement of wireless access points in order to achieve complete coverage to support all potential users throughout the facility. The RF shall be conducted in both the 802.11a/n (5GHz) and 802.11b/g/n (2.4GHz) frequency ranges. All RF challenges found during the RF Site Survey shall be well documented in order to install the WLAN infrastructure and proper WLAN configuration.

7. Wireless Local Area Network Design

The AVC WLAN shall be designed and implemented using all of the wireless management features the Enterasys Networks wireless products can provide. Standard components will include 802.3at POE+ (Power over Ethernet) switches, wireless controllers, thin access points, appropriate 802.11a/b/g/n antennas, RF site survey software/hardware, and a wireless network management system making the WLAN easy to administer and upgrade. Antenna types and placements shall be determined from the wireless network assessment any integrator will do before installation. Each of these items is necessary to build a complete wireless network will be easily managed from a centralized location on campus.

Wireless access point outlets shall be planned to be installed in accessible locations inside each building. Access point outlets shall be installed above accessible ceilings (using purpose-designed ceiling mounts or fixing them to metal rods fastened on the underside of the slab). In areas where the ceiling is constructed on in-accessible materials (dry-wall or specialty ceilings), access points shall either be mounted below the ceiling or access panels included in the ceiling to allow for maintenance and future upgrade.) Ceiling materials that include significant amounts of metal may attenuate the wireless signal and require relocation of the access point or an increase in access point quantities.

If wireless equipment is mounted in an external location, that equipment shall be designed to outdoor environment standards. If any equipment used is not rated for external use, it shall be protected from the elements so that the equipment operates within its rated specifications.

8. Cabling

Two horizontal data cables shall be provided between each Wireless Access Point location and the nearest appropriate IDF. Each cable shall be terminated on a data connector mounted in an outlet fixed in place at the proposed access point location. The outlet shall consist of an electrical backbox, faceplate and all associated components.

9. In-line Power

Separate power connections will not be provided at each Wireless Access Point location.

Instead, in-line power, POE (power over Ethernet) will be provided by AVC running over the data cable. If current switches in the desired deployment area are not POE capable, new POE switches per the District's ITS spec shall be procured as part of the WLAN installation project in order to power all thin access points.

VI. GENERAL REQUIREMENTS

A. Project Submittals

1. Bid Submittals

a) Project References

Contractors bidding on Technology Cabling Projects for AVC shall provide references as a part of their bids. The references shall include a minimum of three similar Educational projects that they have successfully undertaken and completed within the last three years. These projects should be of similar scale, complexity and have similar time scales as this project. As stated, references shall be located in California and be available for AVC to visit and inspect the installation.

The references shall include the project name and address, client contact name and telephone number and construction manager name and telephone number. The Contractor shall also provide a brief description of each project indicating types of systems installed, quantities and configurations of outlets and project time scales.

b) Personnel Training

Contractors bidding on Technology Cabling Projects for AVC shall provide the names of all employees who are expected to be engaged in work on Antelope Valley College's premises, and if applicable, their Training Records as a part of their bids. The records shall include resumes, training certificates, previous work experience details (especially on reference projects) and other relevant information for the Contractor's management, installation and testing personnel.

c) Health and Safety Requirements

Contractors will adopt and enforce, and cause all subcontractors to comply with, sound and accepted safety practices relative to health, safety, security of persons and property, and the protection of all workers engaged in the work.

d) Warranties

Contractor warrants the goods and/or services furnished to be exactly as specified in this Purchase Order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable warranties express and implied are incorporated herein.

2. Pre-Installation Submittals

a) Cabling Diagram

On award of the contract, the Contractor shall submit a complete cabling diagram showing quantities and part numbers for all components including patch panels, cable, conduit, cabinets and equipment racks, splices, splice cases and all other associated components.

b) Test Equipment

On award of the contract, the Contractor shall submit details of each item of test equipment to be used to test the optical fiber and copper components

c) Product Literature/Data Sheets

On award of the contract, the Contractor shall submit manufacturer's product data sheets for each component of the telephone and data cabling systems. The Contractor shall certify that the data sheets depict the components to be provided by the Installer to make up the complete system as described in this specification.

d) **Component Samples and Mock-ups**

On award of the contract, the Contractor shall submit one full size installation sample mock-up of each of the following components for approval. All samples are to be fully labeled as per the AVC standards.

All sample mock-ups are intended to represent the components that are to be installed as part of this project; therefore, they are to be provided with all associated components and labeling necessary to make up a complete mock-up. Provide bushings and strain relief for the horizontal cable jacket, demonstrating how the cable shall be secured. Label the outlet and each connector as detailed in this specification.

Installation shall not proceed until AVC has approved the samples. Once samples and other documents have been submitted, inspected by AVC and approved, they shall be retained. The samples will be used as the standards by which the quality of work on the project by the Contractor shall be judged.

Samples of the following outlet configurations shall be provided when they are present in the project:

- (1) Wall-mounted outlet (Four-port) - provide the communications outlet and all terminations, the electrical backbox, a 12" length of 1" EMT conduit and a 36" length of the relevant cables.

3. **Post-Installation Submittals, including As-Built documentation.**

All documentation and drawings shall be provided in hardcopy reproducible format and electronic format (AutoCAD 2000 at a minimum for drawings, MS Excel for schedules, etc) and supplied on CD-ROM, DVD-ROM, or accessible via an FTP site.

a) **As-Built Drawings/Field "Red-line" Drawings**

On completion of the work, the Contractor shall provide as-built drawings showing locations of Telecommunications Rooms, telephone and data outlets, backbone, link and external cable routes, data rack locations, telephone termination board locations and station identification. The Contractor is then expected to turn over the marked-up "Red-line" field documents with notes to AVC.

b) **Final Test Results**

On completion of the work, the Contractor shall provide test results for each cable indicating tests performed, results obtained and values measured.

B. Testing

1. **General**

Testing shall show beyond reasonable doubt that there are no errors, damaged or incorrectly installed components, that the installation is correctly labeled and that all the installed components meet or exceed the criteria detailed in these specifications.

All outlets, cables, patch panels and associated components shall be fully assembled and labeled prior to testing.

2. **Copper Cabling and Components**

a) **Telephone System External and Riser Cabling**

Each Telephone System Riser and External Cable and its associated patch frame connectors shall be tested using the following tests on every pair of every telephone system feeder and external cable:

- Conductor Continuity
- Conductor Separation
- Conductor Polarity

b) **Category 6 Cabling**

Each Category 6 Cable and its associated connectors shall be tested using the following tests on every pair of every cable:

- Conductor Continuity
- Conductor Separation
- Conductor Polarity
- Pair Mapping
- NEXT, ELFEXT, ACR and Attenuation
- Power Sum NEXT, Power Sum ACR and Power Sum ELFEXT
- Structural Return Loss and Delay Skew
- Cable length

c) **Patch Panels, Termination Frames, Work Area Faceplates and Blanking Plates**

A visual inspection of the patch panels, termination frames, faceplates and blanking plates shall be made, with any damaged components replaced and all labels installed correctly.

3. **Optical Fiber Cable & Connectors**

Testing shall confirm that the attenuation of each optical fiber cable is within its performance parameters and each connector has a loss of no greater than 0.5 dB. Each optical fiber cable element and its associated connectors shall be tested using the following tests on every element of every optical fiber cable:

- Optical connectors shall be visually checked using a microscope (minimal magnification x200) to ensure that no physical damage has occurred during the installation process. There are to be no scratches on the core of the fiber or pits on the core or cladding. If any defect cannot be rectified with polishing, the connector is to be replaced.
- Power meter tests shall be done on all optical fiber strands with a record of the length and link loss of each strand and its connectors made on the test results schedule for each strand.
- The labeling of the cable and connectors shall be verified.

C. **Labeling**

Labels shall be provided on connectors, cables, outlets, termination frames and patch panels. The lettering on each label shall be as large as is practicable. All labels shall be machine-produced. Hand-written labels will not be acceptable. A standard relative orientation shall be adopted for all labels unless otherwise specified.

Labels shall be robust, durable, shall resist abrasion and shall be UV inhibiting, permanent and indelible. Labels shall be proof to 140 degrees Fahrenheit. All labels shall be readily visible and shall be fixed so that they remain in a visible position wherever practical. Labels shall carry the full complement of characters to designate the unique identification for the item that they identify.

Cables and outlets should be labeled with the IDF room number (i.e. 270) followed by the patch panel number and a sequential number indicating the jack number(s) in the face plate. For example, the first outlet fed from IDF 270 Patch Panel 1 would have its six jacks labeled 270 1/01 -06.

1. **Cable Labels**

Provide heat-shrink tubing labels for cables with less than 1/2" diameter. The labels shall permanently fixed to each cable once they have been installed. Any labels that split, partially split or otherwise damaged shall be replaced.

Provide laminated, cable-tied labels for cables of 1/2" or greater diameter. The labels shall be water-proof and shall be of sufficient size to include all identification letters or numbers. The label shall be punched with holes to allow two cable ties (one at each end) to be used to secure the label to the cable.

Horizontal Cabling: Label each cable so that the label is within 8" of the end of the cable at the patch frame end and within 6" of the end of the cable at the outlet end.

Backbone / External Cabling: Label each cable so that the label is within 40" of each end of the cable and is visible for inspection.

2. **Outlet and Patch Panel Labels**

Provide labels for each outlet and patch panel. The patch panel and faceplate labels shall have black letters on a white background.

Outlet Label: Provide P-Touch or similar style labels to identify the faceplate. The labels shall be neatly fixed in place behind the faceplate's clear plastic cover.

Patch Panel: Provide P-Touch or similar style labels to identify each Patch Panel. Panels should be labeled in ascending order starting at the top panel furthest to the right in the room.

3. **Telephone System Termination Frames**

Termination Frame Labels. Provide a full complement of pre-printed cardboard patch frame labels, allowing each pair of each telephone system horizontal and feeder cable to be clearly identified. Provide a jumpering schedule at each Telephone Backboard that identifies which feeder telephone pairs are jumpered to which horizontal cable pairs served by that backboard.

VII. **AUDIOVISUAL**

A. **Classroom Definitions:**

1. Typical Classroom – the standard Classroom on campus is equipped with a “state of the industry” level of technology that supports basic content display.
2. Smart Classroom – the Smart Classroom is a more technologically intensive space that provides an additional layer of technology to assist the instructor.
3. Distance Education Classroom – the Distance Education Classroom has the same level of technology as the Smart Classroom, but is capable of originating Distance Education.

	Typical Classroom	Smart Classroom	Distance Education Classroom
Projector & Screen for Main Image Display	●	●	●
Internet Access	●	●	●
AVC Data Network Access	●	●	●
Access to Distance Learning Content	●	●	●
Dedicated Classroom Computer	●	●	●
Speakers for Program Audio Reproduction	●	●	●
Telephone for Helpdesk and Campus Police	●	●	●
Microphone and Speakers for Voice Reinforcement		●	●
Assistive Listening System (ALS)**		●	●
Integrated System Control		●	●
Voting / Student Response System		●	●
Document Camera		●	●
DVD/VCR		●	●
Distance Learning Dedicated Display			●
Video Cameras			●
Distance-Learning Capable			●
Proctoring Systems			●*
Desk-mounted tablet			●*

*- as needed by specific teaching model.

** - required in every room with a permanently installed voice reinforcement system.

B. Power/Data/Lighting

1. Wall mounted or recessed floor box for power, data and AV multi-media input panel at instructor station.
2. Power receptacles and one standard data outlet dedicated to AV next to the AV multi-media input panel at instructor station.
3. Telephone to be located by Classroom door.
4. Power and one standard data outlet on each wall in the classroom. (Wireless data network access will be the primary method of accessing network resources -including the Internet - by students.)
5. Power and two standard data outlets mounted at the ceiling projector location for ceiling mounted projector and wireless access point.
6. Floor boxes, power receptacles, and data outlets installed behind or offset from the projector.
7. Lighting - Parabolic non-glare and/or suspended indirect light fixtures with multiple switching for maximized light control to support electronic presentations. Coordinate lighting fixtures with projector location.

C. Audio Visual

1. Main Image Display
 - a) Maximum Viewing Distance: 25' – 35'
 - b) Image Height: 65" – 84"
 - c) Image Width: 116" – 150" (16:9 "widescreen" image aspect ratio).
 - d) Display Technology: Ceiling mounted video projector (minimum 1280 x 768 pixels; 5,000 ANSI lumens) projecting onto ceiling recessed matte white tensioned front projection screen.
2. Distance Learning Dedicated Displays
 - a) Provisions will be made for the installation of two wall mounted flat panel monitors at the rear wall. These monitors will be used to view the far end classroom(s) participating in the distance learning session and the instructors "Self View". Students will view the far end classroom on the monitor above the instructor position while the instructor views the monitor at the rear wall. Multiple remote sites are possible based on division of the image on the screen (i.e., multiple windows).
3. Video Cameras
 - a) Video cameras will be located at front and rear wall positions for video image capture during distance learning sessions.
4. Audio Reproduction
 - a) Media Audio Reproduction: Stereo loudspeakers ceiling mounted. Audio volume will be controlled via the AV Control Panel at the instructor station.
 - b) Voice Reinforcement: Provisions for use of wireless and wired microphones will be included in distance learning classroom. Equipment will be located in the secured instructor station. Amplified speech reproduced through 6" ceiling recessed loudspeakers distributed at approximately 12' centers.
 - c) Assistive Listening System: Provision of an ALS system is required in each room with a permanently installed voice reinforcement system.
 - d) In rooms with permanent ALS system installations there shall be a quantity of receivers that equals at least 4% of the number of seats in the room (rounding up to the nearest integer), or a minimum of 2. (i.e., a classroom of 30 seats would receive 2 receivers. A classroom of 80 would receive 4 receivers.)
5. Audio/Video Source Equipment
 - a) Audiovisual Source and Control systems will be installed in secured AV equipment cabinet. This will be integrated into the secured instructor station.
 - b) Permanent Video Sources: Document Camera, VHS/DVD player and room dedicated computer.
 - c) A desk-mounted tablet (such as the Star Tablet) will be provided in the Distance Education Classroom to allow on-screen annotation of presentations and other displayed content (similar to a Telestrator system as used on televised sports broadcasts).
 - d) Mobile AV Sources: Mobile AV sources such as Laptop PCs, portable Video Conferencing carts and other systems may be connected to the audiovisual input panel for connection to the room AV presentation system.
6. AV System Control
 - a) In Distance Education Classrooms an advanced level of AV control will be required to provide camera, microphone and videoconferencing codec controls. These advanced controls will operate from the dedicated computer via a web browser display.
 - b) Device Selection: The AV source device to be displayed will be selectable via push-buttons on the AV Control Panel.

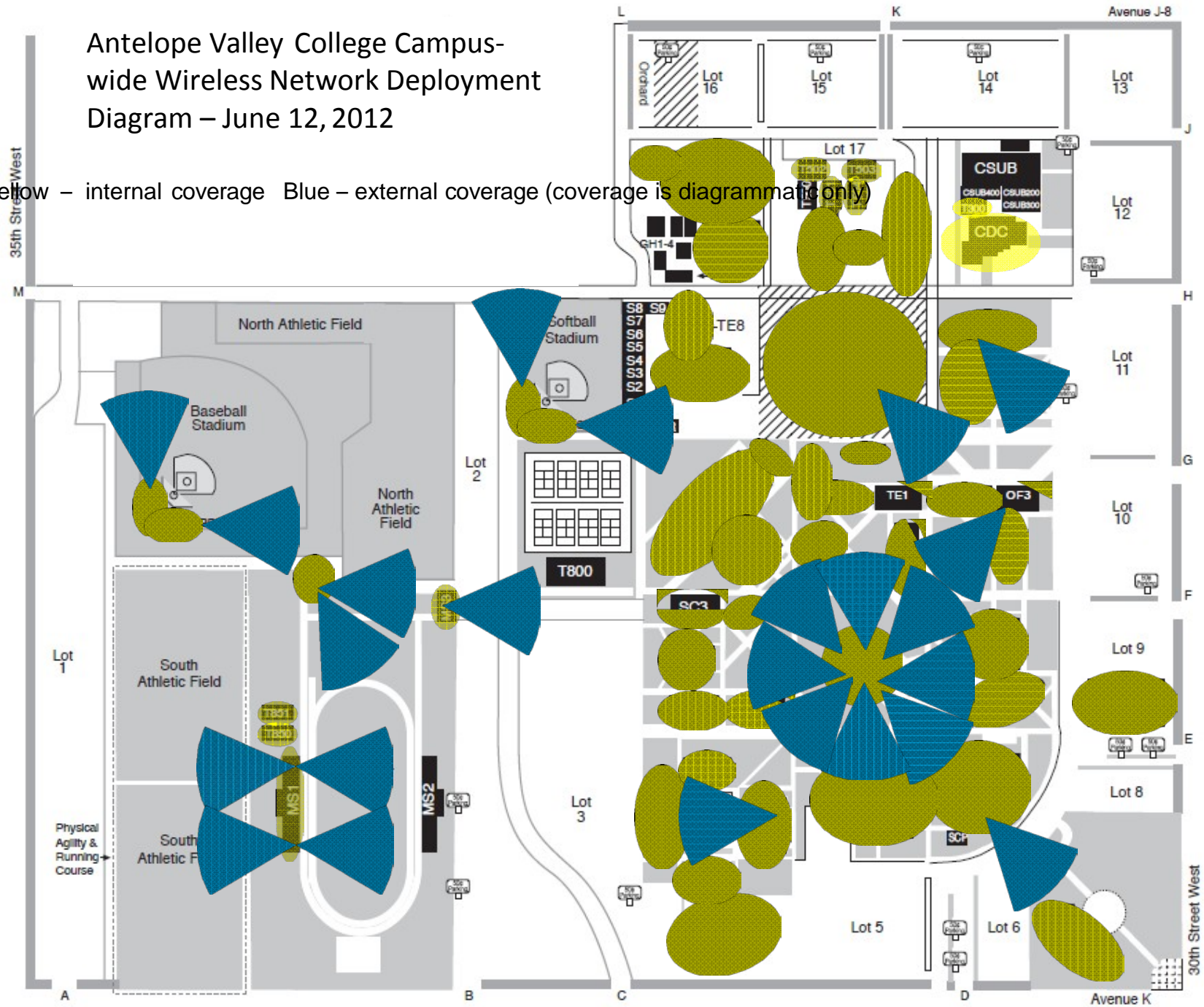
- c) Device Control: Control of AV source device functions, such as “Play” and “Fast Forward”, will be controlled directly at the device front panel or using the AV Control Panel.
 - d) Volume Control: Program audio volume will be controlled via a volume dial on the AV Control Panel. (Note: Voice reinforcement volume level, if a microphone is connected to the room dedicated AV system, will be controlled by the microphone system and not the AV Control Panel.)
7. **Other Systems**
- a) A wireless student voting system will be capable of being provided in the Smart Classroom and Distance Education Classroom. Students will be able to vote anonymously on questions presented by the Instructor, with options for multiple choice selections. Real-time statistics and graphing of the voting will be able to be displayed on the screen in the room.
 - b) A software-based Proctoring system will be capable of being provided in the Distance Education Classroom. Since this is a software-based system, no cable or conduit infrastructure will be required.

D. Conference Rooms

- 1. Built-in Flat Screen Plasma/LCD Monitor or Ceiling-Mounted Data Projector
- 2. Connectivity on desktop for laptop computers and speakerphone, preferably in pop-up table-mounted box containing power, data and telephone connections.
- 3. Capability for Video Conferencing based on a roll-about cart. Provide one Video Conferencing cart per new building consisting of:
 - a) Video Conferencing H.323 codec and equipment.
 - b) 42” Widescreen Flat Panel Display
 - c) High-Definition Camera
 - d) Speakers
 - e) Microphones, including satellite microphones to place on table top in front of participants

Antelope Valley College Campus-wide Wireless Network Deployment Diagram – June 12, 2012

VIII. Yellow – internal coverage Blue – external coverage (coverage is diagrammatic only)





ANTELOPE VALLEY COLLEGE

LOW VOLTAGE CABLING; RFP AVC2015-2016-10

DISTRICT MAPS-ATTACHMENT B

35th Street West

M

A

OFF-CAMPUS SITES:

- FOX Fox Field
- HOSP Various hospital clinic sites
- OFFSITE Various off-site locations
- PALMDL Palmdale Center
1529 E. Palmdale Blvd.
3rd floor
- SDBOWL Sands Bowl

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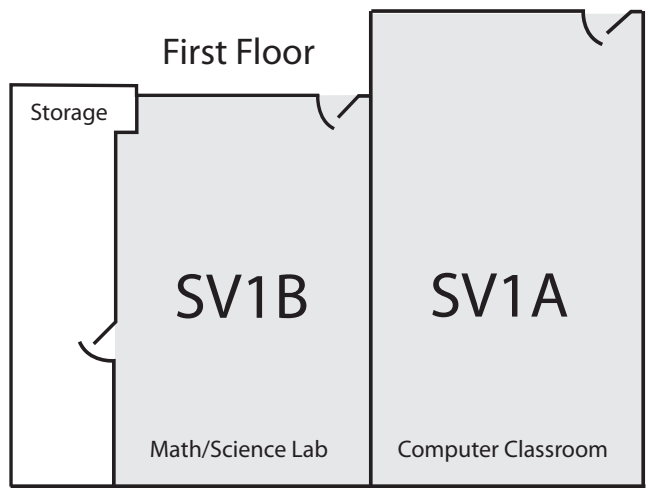
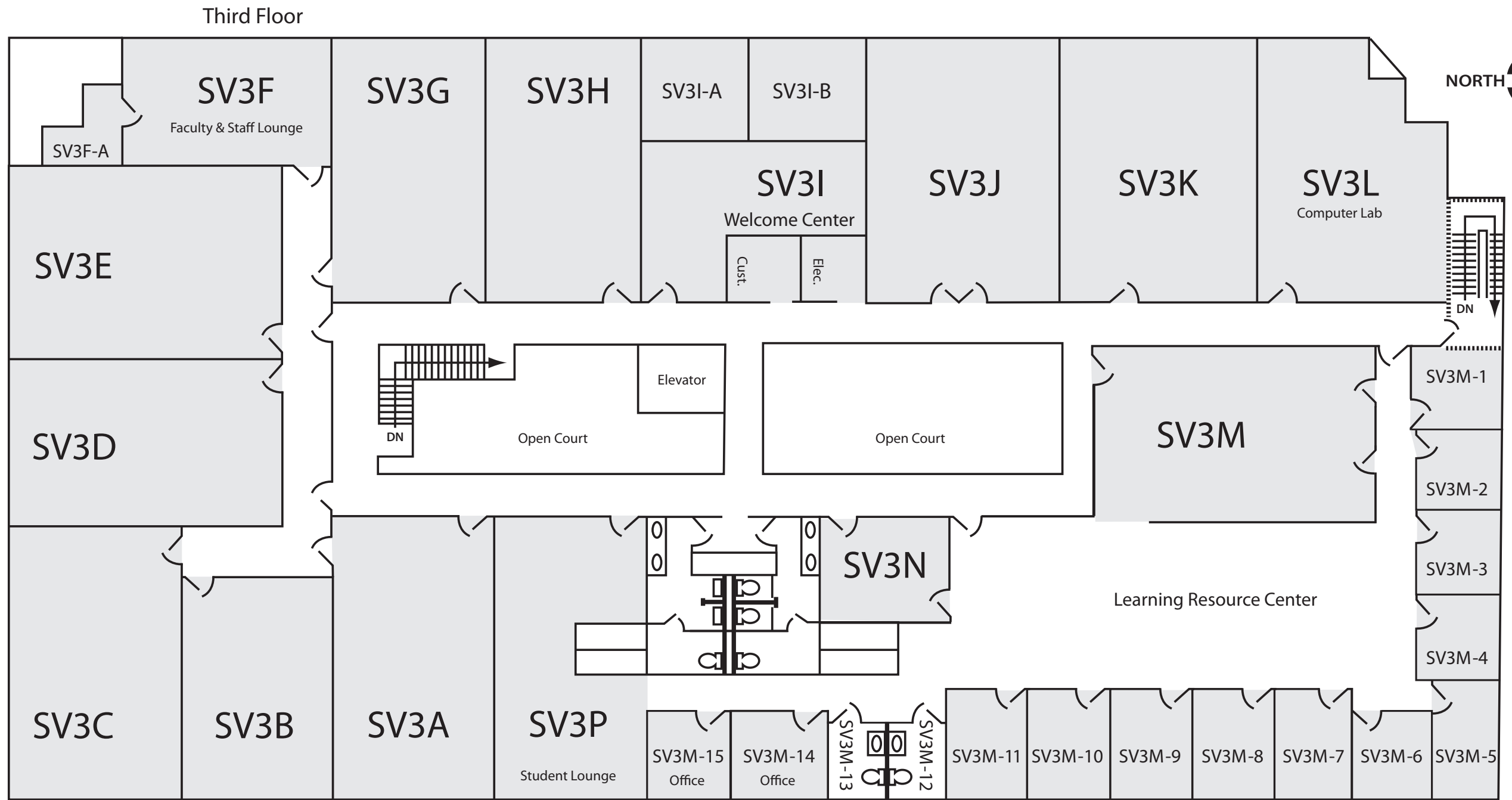


NORTH



LEGEND

- A** Administration Building
- APL** Applied Arts, Allied Health, & Offices
- BBS** Baseball Stadium
- BE** Business Education, IMC, & Offices
- CDC** Child Development Center
- CSUB** CSU Bakersfield—Antelope Valley
- FA1** Fine Arts [Art & Gallery]
- FA2** Fine Arts [Black Box]
- FA3** Fine Arts [Music & Offices]
- FA4** Fine Arts
- FA5** Facilities Services
- GH1-4** Greenhouses
- GYM** Gymnasium [PE & Offices]
- HS** Health & Sciences
- HS001** Health & Sciences Greenhouse
- L** Library
- LC** Learning Center
- LH** Lecture Halls
- LS1** Liberal Studies & Offices
- LS2** Liberal Studies
- ME** Math / Engineering
- MS1-2** Marauder Stadium
- MS3** Stadium Ticket Booth
- MS4** Stadium Concessions/Restrooms
- NCP** North Central Plant
- OF1** Offices: Math / Science
- OF2** Offices: PE
- OF3** Offices: Language Arts & Social Science
- PA** Performing Arts Theatre Building
- RW** Receiving/Warehouse
- SA** SOAR High School Administration
- S1-9** SOAR High School
- SBS** Softball Stadium
- SCP** South Central Plant
- SCT** Student Center (Bookstore, Cafeteria)
- SR** SOAR HS Restrooms
- SS1** Electrical Substation
- SSV** Student Services & Information
- T100** Assessment/Office for Students with Disabilities
- T503** Fire Technology
- T800** LASD-AVC Unit (Security, Lost & Found)
- T850** Field House—Home
- T851** Field House—Visitors
- TE1** Technical Ed.—Electronics
- TE2** Tech.Ed.—Welding/Fire Technology
- TE3** Tech.Ed.—Agriculture Lab
- TE4** Equipment Building
- TE6** Technical Ed.—Automotive
- TE7** Technical Ed.—Technology
- TE8** Technical Ed.—Auto Body



PALMDALE CENTER FLOORPLAN

1529 E. Palmdale Blvd. at 15th Street East



ANTELOPE VALLEY COLLEGE

LOW VOLTAGE CABLING; RFP AVC2015-2016-10

GENERAL CONDITIONS-ATTACHMENT C

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1. ARTICLE 1: DEFINITIONS; GENERAL

1.1 District

The District refers to the Antelope Valley Community College District, a California community college district. Unless otherwise stated, the "District" includes the District's authorized representatives, including the Project Manager, if a Project Manager is designated, the District's Board of Trustees and the District's officers, employees, agents and representatives.

1.2 Contractor

The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.

1.3 Architect

The Architect is the person or entity identified as such in the Agreement; references to the "Architect" include the Architect's authorized representative.

1.4 Work

The "Work" is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfil the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

1.5 Project

The Project is the total construction of which the Work performed by the Contractor under the Contract Documents which may be the whole or a part of the Project and which may include construction by the District or by separate contractors.

1.6 Surety

The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and Performance Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.7 Subcontractors

A Subcontractor is a person or entity who has a direct contract with the Contractor or with any other Subcontractor, regardless of tier, to perform a portion of the Work of the Project. "Subcontractor" does not include a separate contractor to the District or subcontractors of any separate contractor.

1.8 Material Supplier

A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.

1.9 Drawings and Specifications

The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules, sequence of operation, or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion. Large scale Drawings shall take precedence over smaller scale Drawings as to shape and details of construction. Figured dimensions on Drawings shall govern, but Work which is not dimensioned shall be as directed or required by field conditions. Specifications shall govern as to materials, workmanship and installation procedures.

1.10 Special Conditions; Supplementary Conditions

If made a part of the Contract Documents, Special Conditions and Supplementary Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

1.11 Contract; Contract Documents

The Contract consists exclusively of the documents evidence the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction. The Contract Documents consist of the following documents: Agreement between the District and the Contractor ("Agreement"); Conditions of the Contract (whether General, Special, Supplemental or otherwise); all Drawings, Specifications, and Plans, including addenda thereto issued prior to execution of the Agreement; Notice to Bidders, Instructions to Bidders, Hazardous Materials Procedures and Requirements, Bid Form and Proposal, Bid Bond, Designated Subcontractors List, Site-Visit Certification, Noncollusion Declaration, Workers' Compensation Certification, Prevailing Wage and Related Labor Certification, Drug Free Workplace Certification, Tobacco Free Environment Certification, Hazardous Materials Certification, Notice of Award, Notice to Proceed, Escrow of Bid Documentation, Performance Bond, Payment Bond, and any other documents listed in the Agreement or Bid Documents. The Contract Documents shall include

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all addenda to the above-listed documents and all change orders or modifications to the above-listed documents if approved by the District and issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.12 Intent and Correlation of Contract Documents

1.12.1 Work of the Contract Documents

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portions of the Contract Documents are silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.12.2 Technical Terms

Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.12.3 Conflict in Contract Documents

Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.1.9 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

1.13 Shop Drawings; Samples; Product Data ("Submittals")

Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as "Submittals".

1.14 Division of State Architect ("DSA")

The DSA is the California Division of the State Architect.

1.15 Project Inspector

The Project Inspector is the individual designated and retained by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector shall be authorized to act on behalf of the District as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.

1.16 Contract Document Terms

The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other areas similarly marked as "typical"; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

1.17 Contractor's Superintendent

The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.

1.18 Record Drawings

The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.

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1.19 Project Manager

The Project Manager, also known as the Construction Manager, is an independent contractor retained by the District and is authorized and empowered to act on behalf of the District as set forth in the Contract Documents. The District reserves the right to remove or replace the Project Manager prior to completion of the Work without adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder. If no Project Manager is used on the Project that is the subject of this Contract, then all references to Project Manager in these General Conditions will refer to the District.

1.20 Construction Equipment

"Construction Equipment" is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

1.21 Site

The Site is the physical area designated in the Contract Documents for Contractor's performance, construction and installation of the Work.

1.22 Field Clarifications

A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.

1.23 Defective or Non-Conforming Work

Defective or Non-Conforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade or industry; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage occurring prior to Final Completion of all of the Work.

1.24 Delivery

The term "Delivery" used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition pending incorporation into the Work.

1.25 Notice to Proceed

The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.

1.26 Progress Reports; Verified Reports

Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.

1.27 Change Order

A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work or authorizing an adjustment in the Contract Price or Contract Time.

2. ARTICLE 2: DISTRICT

2.1 Information Required of District

2.1.1 Surveys; Site Information

Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the District are set forth in the Contract Documents. Information not provided by the District or necessary information in addition to that provided by the District concerning physical characteristics of the Site which is required, shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

2.1.2 Permits; Fees

Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work of the Contractor under the Contract Documents. If permits and fees are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall be solely responsible for obtaining the same; the cost of such permits or fees and any costs incurred by the Contractor in obtaining such permits shall be included within the Contract Price.

2.1.3 Drawings and Specifications

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Except as otherwise provided for in the Contract Documents, including the Supplementary Conditions, the District shall furnish the Contractor, free of charge, one set of copies of the Drawings and the Specifications. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work of the Project.

2.1.4 Furnishing of Information

Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall diligently and appropriately verify all information provided by the District. To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements or the Work involves any tie-in or other connection with any existing improvements, the conditions or existing improvements depicted in the Contract Documents are as they are believed to exist. Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. The existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefore, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.2 District's Right to Stop the Work

In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law.

2.3 Partial Occupancy or Use

2.3.1 District's Right to Partial Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the provisions set forth in the Contract Documents, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the Project Inspector, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District's occupancy or use thereof is not impaired. The District's use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code §7107.

2.3.2 No Acceptance of Defective or Non-Conforming Work

Unless otherwise expressly agreed upon by the District and the Contractor, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

2.4 The Project Inspector

In addition to the authority and rights of the Project Inspector as provided for elsewhere in the Contract Documents, all of the Work shall be performed under the observation of the Project Inspector. The performance of the duties of the Project Inspector under the Contract Documents shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

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2.4.1 Access to Work

The Contractor shall provide the Project Inspector with access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The Project Inspector shall have the authority to stop Work if the Work is not in conformity with the Contract Documents.

2.4.2 Limitations on Project Inspector

The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. No Work inconsistent with the Contract Documents shall be performed solely on the basis of the direction of the Project Inspector, and the Contractor shall be liable to the District for the consequences of all Work performed on such basis.

3. ARTICLE 3: ARCHITECT; PROJECT MANAGER

3.1 Administration of the Contract

3.1.1 Architect and Project Manager Administration of Contract

The Architect and the Project Manager will provide administration of the Contract as described in the Contract Documents, and will be the District's representatives during construction until the time that Final Payment is due the Contractor under the Contract Documents. The Architect and Project Manager will advise and consult with the District and the Project Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and powers established by law, including Title 24 of the California Code of Regulations. The Architect and Project Manager are authorized to stop the Work whenever deemed necessary in the sole discretion of the Architect or the Project Manager to insure that the Work is completed in accordance with the Contract Documents.

3.1.2 Architect's Periodic Site Inspections

The Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect will not be required to make exhaustive or continuous Site inspections to check quality or quantity of the Work. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and will endeavor to guard the District against defects and deficiencies in the Work.

3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences

The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.1.4 Review of Applications for Payment

In accordance with Article 8 hereof, the Architect and Project Manager will review the Contractor's Applications for Progress Payments and for Final Payment, evaluate the extent of Work performed and the amount properly due the Contractor on such Application for Payment.

3.1.5 Rejection of Work

The Architect and the Project Manager are authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

3.1.6 Submittals

3.1.6.1 Processing of Submittals Through Project Manager

Submittals required by the Contract Documents shall be prepared by or on behalf of the Contractor in accordance with the requirements of the Contract Documents. Submittals shall be transmitted by the Contractor to the Project Manager for distribution by the Project Manager to the Architect and the District. Upon completion of the Architect's review of a Submittal, the Project Manager shall transmit the reviewed Submittal to the Contractor for the Contractor's distribution to its Subcontractor(s) and other affected parties.

3.1.6.2 Architect's Review

The Architect will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or

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systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the Architect.

3.1.6.3 Time for Architect's Review

The Architect's review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District's separate contractors while allowing sufficient time, in the Architect's reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Architect's review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents.

3.1.7 Changes to the Work; Change Orders

The Architect and Project Manager will prepare Change Orders, and may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.

3.1.8 Completion

The Architect and the Project Manager will conduct observations to determine the date(s) of Substantial Completion and the date(s) of Final Completion. The Project Manager will receive and forward to the District, for the District's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

3.1.9 Interpretation of Contract Documents

The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Architect's review and response to requests under this Article 3.1.9, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. The request for an Architect's decision pursuant to the foregoing shall be delivered to the Project Manager for transmittal to the Architect.

3.1.10 Request for Information

If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), it shall be affirmative obligation of the Contractor to timely notify the Architect, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. The Contractor's notice of the Conditions shall be delivered to the CM for transmittal to the Architect. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall conform with the standards and time frame set forth in Article 3.1.9 of these General Conditions. The foregoing provisions notwithstanding, in the event that the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable

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to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other design consultant to the Architect or the District. In responding to any of Contractor's request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

3.2 Communications

All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the District or the Contractor and the Architect shall be through the Project Manager, if one is used for the Project. Contractor shall provide the District copies of all communications with the Architect. Communications between separate contractors, if any, shall be through the Project Manager. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be made available to the District, the Project Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the District, the Project Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder.

3.3 Termination of Architect; Substitute Architect

In case of termination of the Architect, the District shall appoint a substitute architect whose status under the Contract Documents shall be that of the Architect.

4. ARTICLE 4: THE CONTRACTOR

4.1 Contractor Review of Contract Documents

4.1.1 Examination of Contract Documents

The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the Architect any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the Architect of the same, the Contractor shall assume full responsibility for such performance and shall bear all attributable costs for correction of the same.

4.1.2 Field Measurements

Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions and other information known to the Contractor with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

4.1.3 Dimensions; Layouts and Field Engineering

Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor shall be solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by the an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work. Upon commencement of any item of the Work, the Contractor is responsible for dimensions of such item of Work and related Work; without adjustment of the Contract Time or Contract Price, the Contractor is responsible for making component parts of the Work fit together properly.

4.1.4 Work in Accordance With Contract Documents

The Contractor shall perform all of the Work in strict conformity with the Contract Documents and approved Submittals.

4.2 Site Investigation; Subsurface Conditions

4.2.1 Contractor Investigation

The Contractor shall be responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor or utilities; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or

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characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Agreement.

4.2.2 Subsurface Data

By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations are approximate only and is neither guaranteed or warranted by the District to be complete and accurate. The Contractor shall examine all boring and other subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered. The District assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

4.2.3 Subsurface Conditions

If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the Project Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

4.3 Supervision and Construction Procedures

4.3.1 Supervision of the Work

The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

4.3.2 Responsibility for the Work

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools, and appurtenances necessary to perform the Work and complete it to the District's satisfaction within the time specified. The Contractor shall at all time perform with work of the Contract Documents in a competent and workmanlike manner and, if not specifically stated, accomplish the Work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the District, Architect, Project Manager, engineer, Project Inspector, or DSA in the performance of such duties or by tests, inspections or approvals required or performed by persons other than the Contractor.

4.3.3 Surveys

The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work, including without limitation, slope stakes, points, lines and elevations. The Contractor shall be responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work. The cost of any surveys and the establishment, location, maintenance and preservation of benchmarks, reference points and stakes shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

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4.3.4 Construction Utilities

The District will furnish and pay the costs of utility services for the Work, if at all, as set forth in the Supplementary Conditions; all other utilities necessary to complete the Work and to completely perform all of the Contractors' obligations shall be obtained by the Contractor without adjustment of the Contract Price. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.

4.3.5 Existing Utilities; Removal, Relocation and Protection

In accordance with California Government Code §4215, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 4.3.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District, the Project Inspector, the Architect, the Project Manager and the utility District. In the event that such utility facilities are owned by a public utility, the public utility 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.

4.3.6 Conferences and Meetings

A material obligation of the Contractor under the Contract Documents is the attendance by the Contractor's supervisory personnel for the Work and the Contractor's management personnel as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

4.3.6.1 Pre-Construction Conference

The Contractor's representatives (and representatives of Subcontractors as requested by the District) must attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the Pre-Construction Conference will include as appropriate: (a) administrative matters, including an overview of the respective responsibilities of the District, Architect, Project Manager, Contractor, Subcontractor, Project Inspector and others performing any part of the Work or services relating to the Work; (b) Submittals; (c) Changes and Change Order processing; (d) employment practices, including Certified Payroll preparation and submission and prevailing wage rate responsibilities of the Contractor; (e) Progress Schedule development and maintenance; (f) development of Schedule of Values and payment procedures; (g) communication procedures, including the handling of Requests for Information; (h) emergency and safety procedures; (i) Site visitor policies; (j) conduct of Contractor/Subcontractor personnel at the Site; and (k) punchlist/close-out procedures. In addition to the Pre-Construction Conference, Labor Compliance pre-job start meetings will be held with the contractor and each subcontractor to review the requirements and procedures for compliance with the labor compliance program. These meetings will be either face-to-face, or by web conference.

4.3.6.2 Progress Meetings

Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Architect or the Project Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress Schedule and Submittals.

4.3.6.3 Special Meetings

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As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

4.3.6.4 Minutes of Meetings

Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Architect or the Project Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect and the Project Manager in writing of objections or corrections to meeting minutes within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Project Manager; such objections or corrections shall be submitted to the Architect and the Project Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

4.3.7 Temporary Sanitary Facilities

At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use non-temporary or permanent toilet facilities at the Site.

4.3.8 Noise and Dust Control

4.3.8.1 Noise Control

The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work around normal college hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.8.2 Dust Control

The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damaged property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work around normal college hours and make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.8.3 Contractor Failure to Comply

If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, Project Inspector, or Project Manager shall notify the Contractor in writing and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct such amounts from the Contract Price then or thereafter due the Contractor.

4.4 Labor and Materials

4.4.1 Payment for Labor, Materials and Services

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Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

4.4.2 Employee Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ and direct any Subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

4.4.3 Contractor's Superintendent

The Contractor shall employ a competent superintendent and all necessary assistants who shall be in attendance at the Site at all times during performance of the Work. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor's superintendent. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. The Contractor shall dismiss the superintendent or any of his/her assistants if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement superintendent or assistant.

4.4.4 Prohibition on Harassment

4.4.4.1 District's Policy Prohibiting Harassment

The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

4.4.4.2 Contractor's Adoption of Anti-Harassment Policy

Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.4.

4.4.4.3 Prohibition of Harassment at the Site

Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.4.2 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, board of trustees, agents, and representatives from any

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and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

4.5 Taxes

The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

4.6 Permits, Fees and Notices; Compliance With Laws

4.6.1 Payment of Permits, Fees

Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work.

4.6.2 Compliance With Laws

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.

4.6.3 Notice of Variation From Laws

If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the Architect and the Project Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or regulations applicable to the Work without such notice to the Architect and the Project Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

4.7 Submittals

4.7.1 Purpose of Submittals

Shop Drawings, Product Data, Samples and similar submittals (collectively "Submittals") are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.7.2 Contractor's Submittals

4.7.2.1 Prompt Submittals

The Contractor shall review, approve and submit to the Architect or such other person or entity designated by the District, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Architect within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule prepared and submitted by the Contractor pursuant to Article 7 of these General Conditions. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. In the event of Contractor's failure or refusal to deliver Submittals to the Architect in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth as liquidated damages in Section 7.5 for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Contractor's submission of such Submittal. Contractor and District acknowledge and agree that if Contractor shall fail to deliver Submittals in accordance with the Submittal Schedule, the District will incur costs and expenses not contemplated by the Contract Documents, the exact amount of which are difficult to ascertain and fix. Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth as liquidated damages in Section 7.5 represents a reasonable estimate of costs and expenses the District will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor's submission of all required Submittals in accordance with the Submittal Schedule, in the event that the District or the Architect reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 4.7.2.2, 4.7.2.3 and 4.7.2.4 of these General Conditions or such Submittals are not otherwise complete and accurate so as to require re-submission, Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation Architect's fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, any per diem assessments imposed under this Article 4.7.2.1 for Contractor's delayed

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submission of Submittals. In the event of the District's imposition of the per diem assessments due to the Contractor's delayed submission of Submittals or in the event of the District's assessment of costs and expenses incurred to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform with the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittal.

4.7.2.2 Approval of Subcontractor Submittals

All Submittals prepared by Subcontractors of any tier, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.

4.7.1.3 Verification of Submittal Information

By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. Each Submittal shall include the following certification duly executed by the Contractor's Superintendent or Contractor's Project Manager:

"The Contractor has reviewed and approved the field dimensions and construction criteria of the attached Submittal. The Contractor has verified that the Submittal includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity with the Contract Documents. The information in the attached Submittal has been reviewed and coordinated by the Contractor with information included in other Submittals."

4.7.2.4 Information Included in Submittals

All Submittals shall be accompanied by a written transmittal or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with each Submittal numbered consecutively for ease of reference along with the following information: (i) date of submission; (ii) project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required for the Architect's review, evaluation and approval of the Contractor's Submittals.

4.7.2.5 Contractor Responsibility for Deviations

The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's review of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's review thereof.

4.7.2.6 No Performance of Work Without Architect Review

The Contractor shall perform no portion of the Work requiring the Architect's review of Submittals until the Architect has completed its review and returned the Submittal to the Contractor indicating "No Exception Taken" to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Architect in review of Submittals and other applicable portions of the Contract Documents.

4.7.3 Architect Review of Submittals

The purpose of the Architect's review of Submittals and the time for the Architect's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming with the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect's direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect's review of the Submittals is for the limited purposes described in the Contract Documents.

4.7.4 Deferred Approval Items

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In the event that any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item, Contractor shall be solely and exclusively responsible for the preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time.

4.8 Materials and Equipment

4.8.1 Specified Materials, Equipment

References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition.

4.8.2 Approval of Substitutions or Alternatives

The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items and the Contractor certifies to the Architect that the quality, performance capability and functionality (including visual or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance, capability and functionality of the item or process specified, and must demonstrate to the Architect that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect's review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Architect's decision evaluating the Contractor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor's furnishing or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the District to review a proposed substitution or alternative, including without limitation fees of the Architect, of the Architect's consultant(s) or governmental agencies to review or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Architect's review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of the District's award of the Contract to Contractor by action of the District's Board of Trustees; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, Material Supplier or Manufacturer.

4.8.3 Placement of Material and Equipment Orders

Contractor shall, after award of the Contract, promptly and timely place all orders for materials or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor performing any portion of the Work similarly place orders for all materials or equipment to be furnished by any such Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District or the Architect, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials or equipment necessary for completion of the Work, including without limitation, orders for materials or equipment to be provided, furnished or installed by any Subcontractor.

4.8.4 District's Right to Place Orders for Materials or Equipment

Notwithstanding any other provision of the Contract Documents, in the event that the Contractor shall, upon request of the District or the Architect, fail or refuse, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials or equipment have not been placed in a manner so that such materials

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or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials or equipment pursuant to the foregoing, the District's conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials or equipment pursuant to the foregoing, the election of the District to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

4.9 Safety

4.9.1 Safety Programs

The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work at the Site, the Contractor shall provide the Project Manager with the Contractor's proposed safety program for the Work for the Project Manager's review and acceptance. Without adjustment of the Contract Price or the Contract Time, the Contractor shall modify and re-submit its proposed safety plan to incorporate modifications thereto requested by the Project Manager. The Project Manager is authorized to enforce the Contractor's obligation to implement the safety program accepted by the Project Manager.

4.9.2 Safety Precautions

The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

4.9.3 Safety Signs, Barricades

The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

4.9.4 Safety Notices

The Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

4.9.5 Safety Coordinator

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Project Inspector and the Architect.

4.9.6 Emergencies; First Aid

In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss. The Contractor shall maintain stocked emergency first aid kits at the Site which comply with applicable law, rule or regulation.

4.9.7 Hazardous Materials

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4.9.7.1 General

In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all laws, rules, ordinances or regulations applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

4.9.7.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs")

Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect and the Project Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Contractor's Performance Bond Surety.

4.9.7.3 Disposal of Hazardous Materials

Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with any and all applicable laws, regulations, orders, procedures or ordinances.

4.10 Maintenance of Documents

4.10.1 Documents at Site

The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Record Drawings; (v) Material Safety Data Sheets ("MSDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Project Manager, the Architect, the Project Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing shall be assembled and transmitted to the Architect for delivery to the District.

4.10.2 Maintenance of Record Drawings

During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the District, the Project Inspector or the Architect, the Contractor shall make the Record Drawings maintained here under available for the District's review and inspection. The District's review and inspection of the Record Drawings during

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the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Architect.

4.11 Use of Site

The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.

4.12 Clean-Up

The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "broom-clean" standard on a daily basis. In the event that the Work of the Contract Documents includes painting or the installation of floor covering, prior to commencement of any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. At completion of the Work, the Contractor shall clean the building interior and exterior, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal surfaces, areas where debris, dust and similar items have collected, clean and polish all glass, plumbing fixtures, finish hardware, metal/wood/stone finishes. As directed by the Project Manager, District or Architect, the Contractor shall remove temporary fencing, barricades, planking, temporary sanitary facilities, temporary utility distributions and other temporary facilities. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The Project Inspector or Project Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

4.13 Access to the Work

The Contractor shall provide the DSA, the District, the Project Manager, the Project Inspector, the Architect and the Architect's consultant(s) with access to the Work, whether in place, preparation and progress and wherever located.

4.14 Facilities and Information for the Project Inspector

4.14.1 Information to Project Inspector

The Contractor shall furnish the Project Inspector access to the Work for obtaining such information as may be necessary to keep the Project Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein.

4.14.2 Facilities for Project Inspector

The Contractor shall provide, without adjustment of the Contract Price, for use by the Project Inspector, the District and Project Manager the facilities, equipment, furnishings and services set forth in the Supplementary Conditions. If the Contractor does not provide the facilities, furnishings, equipment and services set forth in the Supplementary Conditions, or fails to pay timely any charges or fees arising out of the use of the same, the District may, as applicable, procure facilities, furnishings, equipment and services required by the Contract Documents or pay outstanding charges. Contractor shall reimburse the District for all costs, including the District's administrative costs, incurred by the District pursuant to the preceding sentence; in lieu of the Contractor's reimbursement and at the sole and exclusive discretion of the District, such costs may be deducted by the District from any portion of the Contract Price or thereafter due the Contractor.

4.15 Patents and Royalties

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The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights, or other intellectual property rights, in connection with performance of the Work under the Contract Documents.

4.16 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. When modifying new Work or when installing Work adjacent to an existing structure/facility, the Contractor shall match, as closely as conditions of the Site and materials will allow, the finishes, textures and colors of the existing structure/facility and refinish elements of the existing structure/facility. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

4.17 Encountering of Hazardous Materials

In the event the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the Project Inspector and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. In the event such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

4.18 Wage Rates; Employment of Labor

4.18.1 Labor Compliance

Labor Compliance is monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations. Contractor will perform the Work of the Agreement while complying all applicable provisions of the District's labor compliance program, or the State's labor compliance. Contractor and all of its Subcontractors of any tier, and Material Suppliers, must timely submit complete and accurate certified payroll records as required by the Contract Documents and by law. Contractor and its Subcontractors of any tier, and Material Suppliers, must register as Public Works Contractors with the Department of Industrial Relations. Project contractors and subcontractors shall be required to maintain and furnish to the District, at designated times, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury. The District shall withhold contract payments when payroll records are delinquent or inadequate. The District may withhold contract payments equal to the amount of underpayment, with penalties, when, after investigation, it has been established that underpayment has occurred. Copies of the Labor Compliance Program and the required rates are on file and available at the District office and online at <http://www.dir.ca.gov/DLSR>. Contractor and subcontractors shall be required to submit payroll reports in an electronic format as prescribed by the District, which will require the Contractor and Subcontractor to enter the certified payroll through a secured web based software program.

4.18.2 Determination of Prevailing Rates

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

4.18.3 Payment of Prevailing Rates

There shall be paid each worker of the Contractor, or any Subcontractor of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor of any tier, and such worker.

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4.18.4 Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4.18.5 Payroll Records

Pursuant to California Labor Code §1776, the Contractor and each Subcontractor of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 4.18.4, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) 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, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

4.18.6 Compliance Monitoring

Contractor and all Subcontractors of any tier shall be subject to all applicable requirements related to public works and must furnish certified payroll records to the Labor Commission as required by law. Contractor shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance. Contractor shall permit the District, the CMU, the Labor Commission, or their designee to interview Contractor's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide the District, the CMU, the Labor Commission, or their designee with such access to its employees.

The Contractor is responsible for ascertaining and complying with all rates for all crafts utilized in and during the Work.

Questions pertaining to prevailing wages should be directed to the following address:

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

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

4.18.7 On Site Worker Interviews

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The District or District Representative shall make periodic site visits to observe and interview workers regarding the payment of prevailing wages and proper work classifications. Contractor and each subcontractor shall cooperate and coordinate with the District and provide unaccompanied access to workers on the job site.

4.18.8 Hours of Work

4.18.8.1 Limits on Hours of Work

Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of the Contractor or any Subcontractor of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

4.18.8.2 Penalty for Excess Hours

The Contractor shall pay to the District a penalty of Twenty-five Dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

4.18.8.3 Contractor Responsibility

Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District. The Contractor shall be responsible for costs incurred by the District which arise out of Work performed by the Contractor at times other than regular working hours and regular working days. Upon determination of such costs, the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

4.18.9 Apprentices

4.18.9.1 Employment of Apprentices

Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

4.18.9.2 Apprenticeship Certificate

When the Contractor or any Subcontractor of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. The Contractor and Subcontractors shall submit contract award information to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

4.18.9.3 Ratio of Apprentices to Journeymen

The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice

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for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

4.18.9.4 Exemption From Ratios

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

4.18.9.5 Contributions to Trust Funds

The Contractor or any Subcontractor of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

4.18.9.6 Contractor's Compliance

The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, One Hundred Dollars (\$100.00) (or \$300 for knowing subsequent violations) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The

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interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

4.18.10 Employment of Independent Contractors

Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 4.18.7 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

4.19 Assignment of Antitrust Claims

Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s) of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

4.20 Limitations Upon Site Activities

Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the District's hours and days set forth in the Supplementary Conditions. Work performed outside of the hours and days noted in the Supplementary Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Supplementary Conditions is expressly authorized by the District.

5. ARTICLE 5: SUBCONTRACTORS

5.1 Subcontracts

Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and the termination provisions of Article 15, and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District, the District Inspector, DSA, the Project Manager and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor's execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Project Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents. All Subcontractors must be appropriately licensed and registered as public works contractors with the Department of Industrial Relations to perform any portion of the Work.

5.2 Substitution of Listed Subcontractor

5.2.1 Substitution Process

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Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 5.2 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the Project Inspector, the Architect, the Project Manager or attorneys' fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the District from the Contract Price then or thereafter due the Contractor.

5.2.2 Responsibilities of Contractor Upon Substitution of Subcontractor

The District's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. In the event of the District's consent to the substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor. In the event that the Architect determines that revised or additional Submittals are required of the newly substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by the newly substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. In the event that the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.2.2 shall conform with the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Project Manager, Architect or any design consultant to the Architect or the District and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.2.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.2.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

5.3 Subcontractors' Work

Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (a) coordinate its Work with the dependent Work; (b) provide necessary dependent data and requirements; (c) supply or install items to build into the dependent Work of others; (d) make appropriate provisions for dependent Work of others; (e) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (f) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.

6. ARTICLE 6: INSURANCE; INDEMNITY; BONDS

6.1 Workers' Compensation Insurance; Employer's Liability Insurance

The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations are performed by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder.

6.2 Commercial General Liability, Automobile Liability, and Property Insurance

The Contractor shall purchase and maintain Commercial General Liability, Automobile Liability, and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to

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employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; and (vi) Completed Operations. Automobile Liability Insurance must include all owned, non-owned, and hired vehicles.

6.3 Builder's Risk "All-Risk" Insurance

Builders Risk Insurance covering the risks of loss, damage or destruction of Work in progress or in place at the site resulting from the perils of fire, malicious mischief, vandalism, and collapse will be obtained by the District at the District's discretion.

6.4 Insurance Policy Requirements

Each policy of insurance required by the Contract Documents shall confirm the following requirements.

6.4.1 Minimum Coverage Amounts

The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

Unless different limits are indicated in the Supplementary Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Product Liability and Completed Operations	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability – Any Auto (Combined Single Limit)	\$1,000,000 per occurrence; \$2,000,000 aggregate
Contractor's Builder's Risk	Issued for the value and scope of work set forth in Contract Documents
Workers' Compensation	Statutory limits required by State
Employer's Liability	\$1,000,000

6.4.2 Required Qualifications of Insurers

The Contractor and Subcontractors' policies of Commercial General Liability, Automobile Liability, and Property/Casualty insurance and the Contractor's Builders Risk insurance will be accepted by the District only if the insurer(s) are: (a) A.M. Best rated A- or better; (b) A.M. Best Financial Size Category VII or higher; and (c) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability, Automobile Liability, Property/Casualty or Builder Risk is/are not A.M. Best rated A- or better and is/are not A.M. Best Financial Size Category VII or higher, the Contractor or Subcontractor, as applicable shall within thirty (30) days of the District's written notice of the insufficiency of an insurer to the Contractor, obtain insurance coverage(s) from alternative insurer(s) who is/are then A.M. Best rated A- or better and who is/are A.M. Best Financial Size Category VII or higher. If the Contractor fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the A.M. Best rating and A.M. Best Financial Size Category set forth above, within thirty (30) days of the date of the District's issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the District under the Contract Documents or arising by operation of law, the District may withhold disbursement of any Progress Payment otherwise due hereunder until the Contractor has delivered such Certificate(s) of Insurance from an alternative insurer(s).

6.5 Evidence of Insurance; Subcontractor's Insurance

6.5.1 Certificates of Insurance

Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law.

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The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District, the Project Manager and the Architect as additional insureds as their interests may appear. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

6.5.2 Subcontractors' Insurance

Contractor shall require that every Subcontractor of any tier performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in this Article of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be with forms of coverage and limits equal to the amounts required of the Contract. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

6.6 Maintenance of Insurance

Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

6.7 Contractor's Insurance Primary

All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

6.8 Indemnity

To the further extent permitted by California law, unless arising solely out of the gross negligence or willful misconduct by the District, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District and its Board of Trustees, officers, employees, agents and representatives (including the Project Inspector); (ii) the Architect and its consultants for the Work and their respective agents and employees; and (iii) the Project Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief ("Claim"), including, without limitation attorneys' fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop payment notice claims asserted by any person or

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entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. The obligations of the Contractor, as set forth in (v) above shall include, without limitation losses, costs, expenses, damages and other claims asserted by any other Contractor to the District in connection with the Work or in connection with a work of improvement related to or affected by the Work. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are subject to, or bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract. The Contractor must pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. The Contractor must also reimburse the District for the cost of any settlement paid by District arising out of any Claim. The Contractor must reimburse the Indemnified Parties for any and all legal expenses and costs, including attorneys' fees, expert witness fees and consultant fees, incurred by each of them in connection the Claim, including enforcing the this indemnity provision. The Contractor's obligation to indemnify is not be restricted to insurance proceeds, if any, received by the Indemnified Parties. The District has the right to accept or reject any legal representation that The Contractor proposes to defend the Indemnified Parties.

6.9 Payment Bond; Performance Bond

Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. Unless otherwise stated in the Supplementary Conditions, the amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.9 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

7. ARTICLE 7: CONTRACT TIME

7.1 Substantial Completion of the Work Within Contract Time

Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect and the Project Inspector as such in accordance with the Contract Documents.

7.2 Progress and Completion of the Work

7.2.1 Time of Essence

Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.

7.2.2 Substantial Completion

Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect and the Project Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the Project Inspector and the Architect shall be controlling and final.

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7.2.3 Correction or Completion of the Work After Substantial Completion

7.2.3.1 Punchlist

Upon achieving Substantial Completion of the Work, the District, The Project Inspector, the Project Manager, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor ("the Punchlist"). The exclusion of, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

7.2.3.2 Time for Completing Punchlist Items

In addition to setting forth items for correction or completion pursuant to Article 7.2.3.1, the Project Manager, if any, Contractor and Architect shall, after the joint inspection, establish a reasonable time for Contractors' completion of all Punchlist items. If mutual agreement is not reached for the Contractor's completion of Punchlist items, the Architect shall determine such time, and in such event, the time determined by the Architect shall be final and binding upon the District and Contractor so long as the Architect's determination is made in good faith. The Contractor shall promptly and diligently proceed to complete all Punchlist items within the time established. In the event that the Contractor shall fail or refuse, for any reason, to complete all Punchlist items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.4 hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punchlist items, the District may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punchlist items provided, however that such election by the District is in addition to and not in lieu of any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete Punchlist items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection herewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor, if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District for any such excess costs

7.2.4 Final Completion

Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all correction or completion items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect and the Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector and the Architect shall be controlling and final.

7.2.5 Contractor Responsibility for Multiple Inspections

In the event the Contractor shall request determination of Substantial Completion or Final Completion by the Project Inspector and the Architect and it is determined by the Project Inspector and the Architect that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such reinspection, including without limitation, the fees of the Architect and the salary of the Project Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

7.2.6 Final Acceptance

Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon which the District's Board of Trustees approves of the Final Acceptance of the Work.

7.3 Construction Schedule

7.3.1 Schedule Definitions

7.3.1.1 Bid Schedule

Shall be the schedule issued with the Bid documents, which shall be used by the Contractor, and any requisite Subcontractor(s) for the preparation of their Bid.

7.3.1.2 Preliminary Base Line Construction Schedule

Shall be the schedule issued by the Project Manager, within ten (10) days after of the Notice Proceed is issued by or on behalf of the District, which may have been modified since the development of the Bid Schedule but such modification does not affect any critical path activity durations, but may adjust the Project Completion dates if the Notice to Proceed has varied from the Bid Schedule.

7.3.1.3 Base Line Construction Schedule

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Shall be developed from the input of each Contractor for a Bid Package to the Preliminary Base Line Construction Schedule. This shall be used for the initial commencement of construction, scheduling and monitoring of the Project on a continual basis until an Updated Construction Schedule is issued.

7.3.1.4 Updated Construction Schedule

Shall be all the Schedules issued after the Base Line Construction Schedule. Additionally, the Updated Construction Schedule may be used for bidding by any Contractor for work to commence on the Project subsequent to the Base Line Construction Schedule.

7.3.1.5 Recovery Schedule

Shall be provided by the Contractor for a Bid Package to recover lost time due to delays with the progress of the Contractor's Work, ability to meet Milestones or Project completion dates/requirements.

7.3.1.6 Construction Schedule(s)

Shall be used in the Contract Documents to collectively refer the Bid Schedule, Preliminary Base Line Construction Schedule, Base Line Construction Schedule, and Updated Construction Schedule.

7.3.1.7 Three (3) Week Look Ahead Schedules

Shall be issued on a weekly basis at the Project Team Meeting identifying work in more detail than the activities shown in the Construction Schedules.

7.3.2 Bid Schedule

The Bid Schedule is for bidding purposes to establish preliminary contract durations. The Project will be constructed by separate multiple prime contractors, each under direct contract with the District for a specific scope of Work of the Project, as further defined in the Bid Package descriptions for each separate multiple prime contractor to the District and in accordance with Articles 4.3 and 10.2. The scheduling and coordination of the Work of each Bid Package and the Work of the Project shall be by the Project Manager. The Contractors awarded a Contract for a portion of the Project shall comply with the Project Manager's directives regarding the scheduling, sequencing and coordination of the Work of each Bid Package. The District expressly reserves the right to modify the Bid Schedule based upon input from each Contractor or other project requirements. The Contractor acknowledges and agrees that modifications to the Bid Schedule after award of the Contract shall not be a basis for adjustment of the Contract Time or the Contract Price.

7.3.3 Preliminary Bid Package Schedules

Within fourteen (14) days following issuance of the Notice To Proceed for a majority of the Bid Packages, the Project Manager shall arrange a Project Kick-Off meeting with all Contractors to review a Preliminary Baseline Schedule. This Preliminary Baseline Schedule shall include any modifications incorporated since development of the Bid Schedule. Within seven (7) days after the Project Kick-Off meeting, each Contractor shall prepare and submit to the Project Manager all revisions and recommendations to the Preliminary Baseline Schedule indicating, in graphic form, the estimated rate of progress, manpower required (estimated men per day) and sequence of all Work of the Bid Package as required under the Contract Documents. Each Contractor for a Bid Package acknowledges and agrees that its proposed modifications to the Preliminary Baseline Schedule are subject to acceptance by the District and the Project Manager in the sole and exclusive discretion of the District and the Project Manager. Contractors may submit proposed revisions to the Preliminary Baseline Schedule depicting completion of the Work of the Contractor's Bid Package in a duration shorter than the Contract Time established for the Bid Package; provided that if such proposed modifications to the Preliminary Baseline Schedule are accepted, such acceptance shall not be a basis for adjustment to the Contract Price in the event that completion of the Work of the Bid Package shall occur after the time depicted therein, nor shall revisions to the Preliminary Baseline Schedule be the basis for any extension of the Contract Time. If a Contractor does not propose modifications or other recommendations relating to the Preliminary Baseline Schedule within seven (7) days after the Kick-Off meeting, the Preliminary Baseline Schedule shall be deemed to be accepted by the Contractor. The Project Manager shall review, incorporate, or reject the proposed modifications to the Preliminary Baseline Schedules and issue a final Baseline Schedule within fourteen (14) days of receipt of Contractor's information stated herein.

7.3.4 Baseline Construction Schedule

Based upon the approved input to the Preliminary Baseline Schedule for the entirety of the Project, the Project Manager will develop and issue a Baseline Construction Schedule. **The Baseline Construction Schedule shall control and govern over the sequencing and scheduling noted in the Bid Schedule.** The Work of each Bid Package shall conform to the Baseline Construction Schedule, including updates or revisions thereto. The Base Line Construction Schedule shall be reviewed and updated at Project meeting(s) held periodically during the progress of the Work. If the Work of any Bid Package appears to be delayed such that the Work of the Bid Package will not comply with required milestone dates, the Bid Package Substantial Completion date or the Project completion date set forth in the Baseline Construction Schedule(s), the Contractor whose

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activity is on the critical path or who has caused the delay(s) shall be liable and assessed Liquidated Damages in accordance with the terms and provisions of the Agreement and these General Conditions.

No extended overhead, general conditions money, impact costs, out-of-sequence money or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Construction Schedule(s), and if any delay occurs to any critical path item, such compensation shall only be payable to the Contractor in accordance with the terms and provisions of Articles 7 and 9.

7.3.5 Updated Construction Schedules

In the event that the progress of the Work of a Bid Package or the sequencing of the activities of the Work Bid Package shall materially differ from that indicated in the Baseline Construction Schedule, the Project Manager may direct the Contractor for a Bid Package to propose revisions to update the approved Baseline Construction Schedule. The Contractor shall prepare and submit, within two (2) days, to the Project Manager revised input, in graphic form, to the Baseline Construction Schedule. The Contractor may request consent of the Project Manager to revise the approved Baseline Construction Schedule. Any such request shall be considered by the Project Manager and District only if in writing setting forth the Contractor's proposed revision(s) to the Baseline Construction Schedule and the reason(s) therefore. The Project Manager and District may consent to, or deny, any such request of the Contractor to revise the Baseline Construction Schedule in its reasonable discretion. Also, the Project Manager may incorporate elements of the Three (3) Week Look Ahead Schedules, as described below, into the Updated Construction Schedule. The Project Manager will incorporate accepted revisions to the Baseline Construction Schedule and issue an Updated Construction Schedule.

7.3.6 Recovery Schedules

The Contractors working on critical path items or whose progress of Work is behind schedule as indicated in the current Updated Construction Schedule shall monitor and update the most recently approved Updated Construction Schedule on a monthly basis, (or more frequently as required) by the conditions or progress of the Work, or as may be requested by the Project Manager. The Contractor for such Bid Packages shall provide the Project Manager with updated Recovery Schedules indicating utilized and projected manpower, progress achieved and activities commenced or completed within the prior Updated Construction Schedule. The Contractor must also provide a written or graphic plan to the Project Manager, within 48 hours of request, that recovers lost time to achieve the milestone dates and sequencing of activities established in the most recent Updated Construction Schedule. The Project Manager may direct the sequence in which the various portions of Work within a Bid Package or between Bid Packages shall be performed and may adjust the Construction Schedule(s) at any time the Project Manager considers the completion date to be in jeopardy because of "activities behind schedule". Without adjustment of the Contract Time or the Contract Price, the Contractor for a Bid Package shall comply and perform in accordance with revisions to the Construction Schedule(s) issued by the Project Manager hereunder. If requested by the Project Manager, the Contractor shall also submit, with its updates, a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

7.3.7 Three (3) Week Look Ahead Schedule

The Contractor shall prepare, report, submit and maintain the Construction Schedule, on a weekly or regular basis, by submitting a Three (3) Week Look Ahead Schedule at Project Meetings. The Three (3) Week Look Ahead Schedule shall provide additional definition of manpower, activities and sequencing than identified on the Construction Schedule. The form, content and extent of detail in the Contractor prepared Three (3) Week Look Ahead Schedules shall be as required by the Project Manager. The Project Manager shall assimilate each of the various Contractors Three (3) Week Look Ahead Schedules into an overall Project Three (3) Week Look Ahead Schedule and issue it at the following Project Meeting to utilize as a comparison of progress against the most recent Construction Schedule. Failure of the Contractor to provide a Three (3) Week Look Ahead Schedule may be deemed by the District as the Contractor's default in the performance of a material obligation under Contract Documents.

7.3.8 Cost of Scheduling

Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction, Recovery or Three (3) Week Look Ahead Schedules shall be solely at the expense of the Contractor without adjustment to the Contract Price. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, and maintenance or updating of the Bid Package Construction Schedules. If the Contractor does not comply with this District's request for an updated schedule, the District may have the update completed by others at the Contractor's expense. In such event, the updated Construction Schedule shall be deemed binding upon the

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Contractor and the District may deduct all costs, fee or expenses in preparing such updated Construction Schedule(s) from any portion of the Contract Price then or thereafter due the Contractor.

7.3.9 Scheduling Software & Requirements

Unless otherwise provided in the Supplementary Conditions, the Construction Schedules required under this Article 7 shall; (A) be prepared with a commercially available computer software program in a critical path format; (B) indicate the date(s) for commencement and completion of various portions of the Work of the Bid Package including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (C) indicate manpower (estimated men per day) and other resources required for completion of each schedule activity; (D) indicate costs for completion of each schedule activity; (E) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor.

7.3.10 Float

As used herein, "float time" shall be deemed to refer to the time between the earliest start date and the latest start date or the earliest finish date and the latest finish date of each activity shown on the Construction Schedule. If the Construction Schedules required under this Article 7 incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. If the construction progress is ahead of schedule based on the Construction Schedule(s) and a delay is encountered (even if such delay is a District caused delay), no compensation of any type will be due the Contractor and the District may claim float days equal to the delay until such float days are exhausted and the delay extends the overall project substantial completion date.

7.3.11 Contractor Schedule Responsibility

Each Contractor is responsible for prosecuting the Work of its Bid Package in accordance with the then most current Updated Construction Schedule. Each Contractor for a Bid Package shall be liable to the District for all consequences of its delayed completion of the Bid Package or portions thereof, including without limitation, liability for: (A) assessment and withholding of Liquidated Damages for delayed Substantial Completion of the Work of the Bid Package or portions of the Work of the Bid Package, as set forth in Section 7.5 of these General Conditions; and (B) costs, losses, expenses, damages, claims or other demands asserted by other contractors for other Bid Packages ("Other Contractors") the progress of which are delayed, interrupted, hindered or otherwise impacted by the Contractor's failure to complete the Work of its Bid Package in accordance with the then most current Updated Construction Schedule. The obligation of the Contractor and the Contractor's Performance Bond Surety to defend, indemnify and hold harmless the Indemnified Parties, as set forth in Article 6.8 of the General Conditions, shall be deemed to include claims, demands, actions, causes of actions or proceedings initiated by Other Contractors based in whole or in part on the delays of the Contractor in completing the Work of the Contractor's Bid Package, or portions thereof, in accordance with the then most current Updated Construction Schedule.

7.4 Adjustment of Contract Time

If Substantial Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

7.4.1 Excusable Delays

If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions or DSA directive to stop the Work. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Supplementary Conditions set forth a number of "Rain Days" to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until

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and unless the actual number of Rain Days during performance of the Work shall exceed those noted in the Supplementary Conditions and such additional Rain Days shall have directly and adversely impacted the progress of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

7.4.2 Compensable Delays

If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the District, the Architect, or separate contractor employed by the District (collectively "Compensable Delays"), upon Contractor's request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect and the District. In accordance with California Public Contract Code §7102, if the Contractor's progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

7.4.3 Unexcusable Delays

Inexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Inexcusable Delays.

7.4.4 Adjustment of Contract Time

7.4.4.1 Procedure for Adjustment of Contract Time

The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of the same.

7.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays

Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.

7.5 Liquidated Damages

Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve Substantial Completion of the Work within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages as set forth in the Agreement between the District and the Contractor, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, Substantial Completion or completion of the Punchlist items are achieved. The Liquidated Damages amounts are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed submission of Submittals, Substantial Completion or completion of Punchlist items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event

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that the Contractor shall fail or refuse to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

8. ARTICLE 8: CONTRACT PRICE

8.1 Contract Price

The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

8.2 Cost Breakdown

Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, on forms provided by the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown shall be subject to the District's review and approval of the form and content thereof. In the event that the District shall reasonably object to any portion of the Cost Breakdown, within ten (10) days of the District's receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District's objection(s) to the Cost Breakdown. Within five (5) days of the date of the District's written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District has approved of the entirety of the Cost Breakdown. Once the Cost Breakdown is approved by the District, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole reasonable discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made by the District in equal installments with its disbursements of Progress Payments and the Final Payment with the amount of each such installment equal to the aggregate amount of such items as reflected in the Cost Breakdown divided by the number of months of the Contract Time.

8.3 Progress Payments

8.3.1 Applications for Progress Payments

During the Contractor's performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the Project Manager and the Architect, Applications for Progress Payments, on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in the Applications for Progress Payments shall be based upon the District approved Cost Breakdown pursuant to Article 8.2 above and such values shall be only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

8.3.2 District's Review of Applications for Progress Payments

In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the District shall cause the same to be reviewed by the Project Inspector, the Project Manager, if one is designated by the District, and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) Certified Payrolls of the Contractor and all Subcontractors, of any tier, for laborers performing any portion of the Work for which a Progress Payment is requested; (ii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §8120, et seq. of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (iii) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §8120, et seq. of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (iv) if applicable, a current union statement reflecting that the Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; and (v) a certification by the Contractor that it has continuously maintained, or caused to maintain, the Record Drawings reflecting the

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actual as-built conditions of the Work performed for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect or the Project Manager prior to disbursement of the Progress Payment. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

8.3.3 Architect and Project Inspector Review of Applications for Progress Payments

Upon receipt of an Application for Progress Payment, the Architect, and the Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with the terms of the Contract Documents and to determine the portion of the Application for Progress Payment which is properly due to the Contractor under the terms of the Contract Documents.

8.3.4 District's Disbursement of Progress Payments

8.3.4.1 Timely Disbursement of Progress Payments

In accordance with Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to ninety-five percent (95%) of the value of the Work indicated in the Application for Progress Payment which is actually in place as of the date of the Application for Progress Payment and as verified and approved by the Project Inspector and the Architect and the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the District's receipt of all documents set forth in Article 8.3.2 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. If an Application for Progress Payment is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Application for Progress Payment, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment shall be deemed to commence on the date that the District is actually in receipt of documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

8.3.4.2 Untimely Disbursement of Progress Payments

In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, in the event that the District shall determine that any Application for Progress Payment is not proper, pursuant to Article 8.3.2 above, and the District does not return such Application for Progress Payment within the seven (7) day period provided for in Article 8.3.2, the period of time for the District's disbursement of the Progress Payment on such Application for Progress Payment without incurring the interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

8.3.4.3 District's Right to Disburse Progress Payments by Joint Checks

Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may in its sole discretion, issue joint checks to the Contractor and such Subcontractor or Material Supplier in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

8.3.4.4 No Waiver of Defective or Non-Conforming Work

The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.

8.3.5 Progress Payments for Changed Work

The Contractor's Applications for Progress Payment may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the Project Inspector, the Architect and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

8.3.6 Materials or Equipment Not Incorporated Into the Work

8.3.6.1 Limitations Upon Payment

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Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor's submittal of an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.

8.3.6.2 Materials or Equipment Delivered and Stored at the Site

The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (a) the materials or equipment have been delivered to the Site; (b) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; and (c) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.3 Materials or Equipment Not Delivered or Stored at the Site

No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site. The foregoing notwithstanding, the District may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the Contractor's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment provided that each and all of the following have been complied with: (a) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment which include without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; and (b) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for such materials or equipment pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for such materials or equipment shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment not at the Site, the costs and expenses incurred to comply with the requirements of (a) and (b) of this Article 8.3.6.3 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.4 Materials or Equipment in Fabrication or Transit

The provisions of this Article 8.3.6 notwithstanding, the District shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site of or other storage location.

8.3.7 Exclusions From Progress Payments

In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor of any tier, or Material Supplier because of a dispute or any other reason.

8.3.8 Title to Work

The Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and the Contractor has received payment from the District therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop payment notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.3.9 Substitute Security for Retention

In accordance with the provisions of California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract Documents

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at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the District within ten (10) days following award of the Contract to Contractor shall be deemed a waiver of such right.

8.4 Final Payment

8.4.1 Application for Final Payment

When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect and the Project Inspector will promptly make a final inspection of the Work and when the Architect and the Project Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect and the Project Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

8.4.2 Conditions Precedent to Disbursement of Final Payment

Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §8120, et seq., with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop payment notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.4.3 Disbursement of Final Payment

Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

8.4.4 Waiver of Claims

The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

8.4.5 Claims Asserted After Final Payment

Any lien, stop payment notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys' fees incurred by the District in connection therewith. In the event any lien, stop payment notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop payment notice or other claim, including, without limitation all costs and reasonable attorneys' fees incurred by District in connection therewith.

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8.5 Withholding of Payments

The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Payment Notice Claims filed with the District pursuant to California Civil Code §8500 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; or (viii) the Contractor's failure to perform any of its obligations under the Contract Documents or its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the Project Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld. In lieu of making payment of withheld amounts to the Contractor, the District may, in its sole exclusive discretion, apply withheld amounts to the payment and satisfactions of debts and obligations of the Contractor relating to the Work. In doing, the District shall be an agent of the Contractor for the sole and limited purpose of making payment(s) to others for the Work on behalf of the Contractor; payments made by the District pursuant to the foregoing shall be deemed payments to the Contractor and the Contract Price shall be adjusted to reflect such payment(s). The District shall not be liable to the Contractor or others for its good faith decision to make or not make payment(s) of amounts withheld from the Contractor pursuant to the foregoing. If the District elects to make payments to other of amounts withheld from the Contractor, the District may do so without prior judicial determination; the District will render the Contractor a complete and accurate accounting of amounts withheld and paid to others on behalf of the Contractor.

8.6 Payments to Subcontractors

The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

8.7 Computerized Job Cost Reporting System

8.7.1 Job Cost Reporting

The Contractor and each Subcontractor with a Subcontract valued at One Million Five Hundred Thousand Dollars (\$1,500,000.00) or greater shall maintain a computerized job cost reporting system conforming with the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

8.7.2 Job Cost Reporting System Requirements

The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (a) providing overall cost status on a monthly and cumulative basis; (b) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (c) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

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8.7.3 Job Cost System Information

Upon request of the District the Contractor and applicable Subcontractors shall make available written job cost reports or provide the District with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

9. ARTICLE 9: CHANGES

9.1 Changes in the Work

The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District's written authorization issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

9.2 Oral Order of Change in the Work

Any oral order, direction, instruction, interpretation, or determination from the District, the Project Inspector or the Architect which, in the opinion of the Contractor, causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect and the Project Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof. No increase in Contract Price or Contract Time will be permitted without prior written approval of the District's Board of Trustees.

9.3 Contractor Submittal of Data

Promptly after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Architect, the Project Inspector and the District a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

9.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work

9.4.1 Adjustment to Contract Price

Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

9.4.1.1 Mutual Agreement

By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District or the

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Architect, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the Project Inspector and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District or the Architect for such estimate.

9.4.1.2 Determination by the District

By the District, whether or not negotiations are initiated pursuant to Article 9.4.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. In the event that the procedure set forth in this Article 9.4.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, the Architect, and the Project Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, the Architect, and the Project Inspector of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.4.1.2, Contractor shall, pursuant to Article 9.7 below, diligently proceed to perform and complete any such Change.

9.4.1.3 Basis for Adjustment of Contract Price

If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.4.1.1 or 9.4.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

9.4.1.3.1 Labor

Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the Change, coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

9.4.1.3.2 Materials and Equipment

Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the District. If materials or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials or equipment from its supplier or vendor of the same, the costs of such materials or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials or equipment for Changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or equipment or any mark-up thereon.

9.4.1.3.3 Construction Equipment

Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and

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transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$500.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

9.4.1.3.4 Mark-up on Costs of Changes to the Work

In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Supplementary Conditions, regardless of the number of Subcontractors of any tier, performing any portion of any Change to the Work. The foregoing notwithstanding, in the event that the Saylor Current Construction Costs, or a mutually agreed to estimating manual in the event that Saylor Current Construction Costs shall cease publication is utilized to determine the costs of a Change and the cost computation therein includes an allowance for overhead, general conditions costs, or profit, the Contractor and any Subcontractor of any tier, performing any portion of such Change, shall not be entitled to an allowance for overhead general conditions costs or profit beyond that reflected for such item of Change in the Saylor Current Construction Costs or other mutually agreed upon estimating manual. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Supplementary Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

9.4.1.3.5 Contractor Maintenance of Records

In the event that Contractor shall be directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2, or should the Contractor encounter conditions which the Contractor, pursuant to Article 9.6, believes would obligate the District to adjust the Contract Price or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor of any tier shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete, and relates only to the Change referenced therein. All records maintained by a Subcontractor of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review or reproduction by the District, the Architect or the Project Inspector upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

9.4.2 Adjustment to Contract Time

In the event of any Change(s) to the Work pursuant to this Article 9, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. In the event that any Change shall require an extension of the Contract Time, the Contractor shall not be subject to Liquidated Damages for such period of time. If completion of the Work is delayed by causes for which the District is responsible and the delay is

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unreasonable under the circumstances involved, and not within the contemplation of the Contractor and the District at the time of execution of the Agreement, the Contractor shall not be precluded from the recovery of damages arising therefrom.

9.4.3 Addition or Deletion of Alternate Bid Item(s)

If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

9.5 Change Orders

If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.5, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

9.6 Contractor Notice of Changes

If the Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Inspector, and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector, and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.6, any such adjustment shall be determined in accordance with the provisions of Articles 9.4.1 and 9.4.2.

9.7 Disputed Changes

In the event of any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to

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a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

9.8 Emergencies

In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the District or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.

9.9 Minor Changes in the Work

The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order by the Architect and shall be binding on the District and the Contractor. The Contractor shall carry out such orders promptly.

9.10 Unauthorized Changes

Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect, and the Project Inspector in the manner and within the time set forth in Articles 9.2 or 9.6 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

10. ARTICLE 10: SEPARATE CONTRACTORS

10.1 District's Right to Award Separate Contracts

The District reserves the right to perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

10.2 District's Coordination of Separate Contractors

The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.

10.3 Mutual Responsibility

The Contractor shall afford the District and separate contractors reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.

10.4 Discrepancies or Defects

If part of the Contractor's Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect, and the Project Inspector any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

11. ARTICLE 11: TESTS AND INSPECTIONS

11.1 Tests; Inspections; Observations

11.1.1 Contractor's Notice

If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the Project Inspector and the Project Manager not less than two (2) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion

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of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

11.1.2 Cost of Tests and Inspections

Reasonable costs for tests and inspection of materials shall be paid by the District. Should any act, omission or other conduct of the Contractor, any of its Subcontractors of any tier, or Material Suppliers cause the number of hours or the costs of such tests or inspections to exceed a reasonable amount, as solely determined by the District, the Contractor shall be solely responsible for all such excess costs and the District may deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

11.1.3 Testing/Inspection Laboratory

The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. Tests and inspections required of the Work shall be as set forth in the Contract Documents and as required by applicable law, rule or regulation, including without limitation, Title 24 of the California Code of Regulations. Test/inspection standards shall be as set forth in the Contract Documents or established by applicable law, rule or regulation. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Project Inspector, the Project Manager or the Architect and not by the Contractor.

11.1.4 Additional Tests, Inspections and Approvals

If the Architect, the Project Manager, the Project Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Architect will, upon written authorization from the District, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Architect, the Project Manager and the Project Inspector of when and where tests and inspections are to be made so the Project Inspector and the Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the Architect's services or its consultants in connection therewith.

11.2 Delivery of Certificates

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

11.3 Timeliness of Tests, Inspections and Approvals

Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work.

12. ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 Inspection of the Work

12.1.1 Access to the Work

All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Project Manager, the Architect and the Project Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Project Manager, the Architect, the Project Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

12.1.2 Limitations Upon Inspections

Inspections, tests, measurements, or other acts of the Architect and the Project Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the Project Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

12.2 Uncovering of Work

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If any portion of the Work is covered contrary to the request of the Architect, the Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the Project Inspector, be uncovered for observation by the Architect and the Project Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.

12.3 Rejection of Work

Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the District, the Project Manager, the Architect, or the Project Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the Project Inspector, or even if they failed to observe the defective or non-conforming Work, materials or equipment.

12.4 Correction of Work

The Contractor shall promptly correct any portion of the Work rejected by the District, the Project Manager, the Architect or the Project Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

12.5 Removal of Non-Conforming or Defective Work

The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are neither corrected by the Contractor nor accepted by the District.

12.6 Failure of Contractor to Correct Work

If the Contractor fails to commence to correct defective or non-conforming Work within 3 days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such defective or non-conforming Work within the time fixed herein, the District may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect's services, attorneys' fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall promptly pay the difference to the District.

12.7 Acceptance of Defective or Non-Conforming Work

The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

13. ARTICLE 13: WARRANTIES

13.1 Workmanship and Materials

The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect or the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

13.2 Warranty Work

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If, within one year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall limit any other rights or remedies available to the District or shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

13.3 Guarantee

Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

13.4 Survival of Warranties

The provisions of this Article 13 shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

14. ARTICLE 14: SUSPENSION OF WORK

14.1 District's Right to Suspend Work

The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

14.2 Adjustments to Contract Price and Contract Time

In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

15. ARTICLE 15: TERMINATION

15.1 Termination for Cause

15.1.1 District's Right to Terminate

The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor of any tier, or Material Suppliers or others for labor, materials or equipment;

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(v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (iv) if the Contractor disregards proper directives of the Architect, the Project Inspector or District under the Contract Documents; (vii) if the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or at law.

15.1.2 District's Rights Upon Termination

In the event that the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, Construction Equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

15.1.3 Completion by the Surety

In the event that the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.

15.1.4 Assignment and Assumption of Subcontracts

The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

15.1.5 Costs of Completion

In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor or the Surety or both shall pay the difference to the District.

15.1.6 Contractor Responsibility for Damages

The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

15.1.7 Conversion to Termination for Convenience

In the event the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.

15.1.8 District's Rights Cumulative

In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

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15.2 Termination for Convenience of the District

The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District's convenience.

15.3 Emergency Termination of Public Contracts Act of 1949

This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949. Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

16. ARTICLE 16: CLAIMS AND DISPUTES

16.1 Performance During Dispute or Claim Process

Contractor shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

16.2 Definition of Dispute

The term "Dispute" means a separate demand by the Contractor for:

16.2.1 A time extension;

16.2.2 Payment

of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled; or

16.2.3 An amount of payment disputed by the District

16.3 Dispute Presentation

16.3.1 Increase

If Contractor intends to apply for an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within ten (10) days after the event giving rise to the Dispute, give notice of the Dispute in writing and submit to the District a written statement of the damage sustained or time requested. On or before twenty (20) days after Contractor's written Notice of Dispute, Contractor shall file with the District an itemized statement of the details and amounts of its Dispute for any increase in the Contract Price or Contract Time. Otherwise, Contractor shall have waived and relinquished its Dispute against the District and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated. Contractor shall not be entitled to consideration for payment or time on account.

16.3.2 The Notice of Dispute shall identify:

16.3.2.1 Issues

The issues, events, conditions, circumstances or causes giving rise to the dispute;

16.3.2.2 Dates

The pertinent dates or durations and actual or anticipated effects on the Contract Price, Contract Schedule milestones or Contract Time adjustments; and

16.3.2.3 Costs

The line-item costs for labor, material, or equipment, if applicable.

16.3.3 The Notice of Dispute shall include the following certification by the Contractor:

16.3.3.1 Good Faith

The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately

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reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

16.3.3.2 Waiver

Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

16.3.4 Resolution

If a Dispute, or any portion thereof, remains unresolved upon satisfaction of all applicable Dispute Resolution requirements, the Contractor shall comply with all claim resolution requirements as provided in Public Contract Code 20104.

16.3.5 Hold Harmless

Contractor shall bind its Subcontractors to the provisions of this section and will hold the District harmless against disputes by Subcontractors.

16.4 Dispute Resolution

16.4.1 Notice of Dispute

Contractor shall file with the District the Notice of Dispute, including the documents necessary to substantiate it, on or before the day of submitting the application for final payment.

16.4.2 Receipt

District shall respond in writing within forty-five (45) days of receipt of the Dispute or may request in writing within thirty (30) days of receipt of the Dispute any additional documentation supporting the Dispute or relating to defenses or claims District may have against the Contractor.

16.4.2.1 Additional Time

If additional information is required, it shall be requested and provided by mutual agreement of the parties.

16.4.2.2 Response

District's written response to the documented Dispute shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

16.4.3 Response Dispute

If Contractor disputes the District's written response, Contractor may file a claim pursuant to the Claim Resolution requirements provided herein.

16.5 Definition of Claim

16.5.1 Claim

The term "Claim" means a dispute that remains unresolved at the conclusion of the Dispute Resolution requirements as provided herein.

16.6 Claim Presentations

16.6.1 Timely Submission

Contractor must timely submit the Notice of Claim and all documents necessary to substantiate any Claim. Otherwise, Contractor shall have waived and relinquished its Claim against the District and Contractor's Claims for compensation or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the instant matter. No Claim shall be presented prior to Project completion. Any statute that might otherwise govern the presentation of an unresolved Dispute, including but not limited to Government Code section 900 et seq. and Public Contract Code section 20104 et seq. shall be tolled for all purposes during the course of construction on the Project.

16.6.1.1 All Claims shall include the following certification by the Contractor:

16.6.1.1.1 Accuracy

The undersigned Contractor certifies under penalty of perjury that the attached claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

16.6.1.1.2 All Costs Included

Furthermore, Contractor understands that the value of the attached claim expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

16.6.2 Penalties

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The attention of the Contractor is drawn to Government Code section 12650, et seq. regarding penalties for false claims.

16.6.3 Compliance

If a Claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Dispute and Claim Resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a Dispute or Claim must be presented to the District shall be tolled from the time the Contractor submits its written Dispute or Claim until the time the Dispute or Claim is denied, including any time utilized by any applicable meet and confer process.

16.6.4 Subcontractors

The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against claims by Subcontractors.

16.7 Claim Resolution

16.7.1 Work Performance

In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall, after the conclusion of the Dispute Resolution requirements, attempt to resolve the Claim by those procedures set forth herein.

16.7.2 Claims of \$375,000 or Less

Claims between the District and the Contractor of \$375,000.00 or less shall be resolved in accordance with the procedures established in Part 3, Chapter 1, Article 1.5 of the California Public Contract Code, §§20104 et seq.; provided however that California Public Contract Code §20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents or other statutory requirements. The term "claims" as used herein shall be as defined in California Public Contract Code §20104(b)(2).

16.7.3 Claims Over \$375,000

For all Claims of over three hundred seventy-five thousand dollars (\$375,000) which arise between a Contractor and the District, the following procedure shall apply:

16.7.3.1.1 Mediation

The parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum. The Claim shall be identified in writing to the District within thirty (30) days from the date of Contractor's application for final payment of all Contract balances not in dispute and shall be mediated within one hundred and twenty (120) days from the submission of the Claim to the District. For purposes of filing a Claim to mediation, the running of the time within which mediation must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied. Mediator fees and administrative costs of the mediation shall be shared equally by the parties.

16.7.3.1.2 Arbitration

Except as provided in Article 16.7.2, any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the AAA closest to the Site. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In the event more than one Demand for Arbitration is made by either the District or the Contractor, all such controversies shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s). The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each

GENERAL CONDITIONS

party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

16.7.4 Hold Harmless

Contractor shall bind its Subcontractors to the provisions of this section and will hold the District harmless against disputes by Subcontractors.

16.7.5 Inapplicability to Bid Bond

The provisions of this Article 16.7 shall not be applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond; all claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

16.8 Dispute and Claim Resolution Non-Applicability

The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

16.8.1 Injury

Personal injury, wrongful death or property damage claims;

16.8.2 Defect

Latent defect or breach of warranty or guarantee to repair;

16.8.3 Stop payment notices;

16.8.4 Rights

District's rights set forth in the Article on Suspension and Termination;

16.8.5 Compliance

Disputes arising out of the labor compliance programs or State labor compliance, if applicable; or

16.8.6 District rights and obligations

District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Dispute and Claim Resolution requirements provided in this Article.

16.9 Costs Incurred

Contractor's costs incurred in seeking relief under this Article are not recoverable from the District.

17. ARTICLE 17: MISCELLANEOUS

17.1 Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

17.2 Marginal Headings; Interpretation

The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.

17.3 Successors and Assigns

Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

17.4 Cumulative Rights and Remedies; No Waiver

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

17.5 Severability

In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

17.6 No Assignment by Contractor

GENERAL CONDITIONS

The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

17.7 Gender and Number

Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.

17.8 Independent Contractor Status

In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District. Nothing contained herein shall be deemed or construed as creating a relationship of employer and employee between the District and the Contractor or any Subcontractors, employees of the Contractor or Subcontractors or their respective agents and representatives. Neither the Contractor, Subcontractors, nor any employees of the Contractor or Subcontractors are entitled to any rights or privileges of District employees.

17.9 Notices

Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

17.10 Capitalized Terms

Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.

17.11 Attorneys' Fees

Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

17.12 Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

17.13 Days

Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days.

17.14 Prohibited Interests

No employee of the District, who is authorized in such capacity on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.

17.15 Entire Agreement

The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[END OF SECTION]



ANTELOPE VALLEY COLLEGE

LOW VOLTAGE CABLING; RFP AVC2015-2016-10

BID SUBMITTAL DOCUMENTS – ATTACHMENT D

BID FORM

To: Governing Board of Antelope Valley Community College District (“District” or “Owner”)

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of:

LOW VOLTAGE CABLING
RFP No. AVC2015/2016-10
(“Project” or “Contract”)

and will accept in full payment for that Work the following total Base Bid amount, all taxes and costs associated with Bonds included, not to exceed:

_____ dollars \$ _____ Base Bid
--

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
4. The liquidated damages clause, **of \$1000.00 per day**, of the General Conditions and Agreement is hereby acknowledged.
5. The undersigned acknowledges that **five percent (5%) retention** is required for this Project and agrees thereto.

6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. The following documents are attached hereto:

- **Bid Security Bond (on the District's form) or other security**
- **Pricing Breakdown**
- **Agreement to Contract Documents**
- **Statement of Bidder's Qualifications**
- **Designated Subcontractors List**
- **Site-Visit Certification (if applicable)**
- **Non-Collusion Declaration**
- **Workers' Compensation Certification**
- **Prevailing Wage and Related Labor Requirement Certification**
- **Drug-Free Workplace Certification**
- **Tobacco-Free Environment Certification**
- **Hazardous Materials Certification**

8. Receipt and acceptance of the following addenda is hereby acknowledged:

No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____
No.____, Dated _____	No.____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a California Contractor License Class C-7 (Low Voltage Systems Contractor).

10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the applicable labor compliance program and directives of the Compliance Monitoring Unit of the Department of Industrial Relations. Contractors and subcontractors must register as Public Works Contractors with the Department of Industrial Relations.

12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that

may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Proper Business Name of Bidder _____

Business Address of Bidder _____

Signature _____

Typed written name and title of Signer _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

(If Bidder is a corporation, affix corporate seal)

END OF DOCUMENT

PRICING BREAKDOWN

Hourly Rates	Project Manager	Installation Supervisor	Cable Puller	Cable Installation Technician	Fiber Optic Cable Installation Technician	A/V and/or P.A, Intercom Technician	A/V and Camera Installation of Owner Equipment	
Standard Hourly Rate	\$	\$	\$	\$	\$	\$	\$	
Over-Time Rate	\$	\$	\$	\$	\$	\$	\$	
Holiday Rate	\$	\$	\$	\$	\$	\$	\$	
Weekend Rate	\$	\$	\$	\$	\$	\$	\$	
Materials and Supplies Percentage over vendor cost	% Vendor should submit a discount structure on separate pages. Vendor may be required to supply original material invoices.							
The District reserves the right to purchase materials and supplies elsewhere.	All pricing must be valid for a 6 month period. Contract renewals may be extended for 6 month periods not to exceed three years.							
	Bidder Comments:							
	List required valid C-7 California Contractors License #							
	Bidder Business Name					Signature		Date

AGREEMENT TO CONTRACT DOCUMENTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

LOW VOLTAGE CABLING RFP No. AVC2015/2016-10

Each Offeror must state below whether it accepts the attached Agreement and its attachments (“Contract Documents”). Any exceptions must be listed and included, if at all, with Offeror’s proposal submission.

NOTE: Exceptions taken to terms and conditions may be a negative factor in evaluation of Offeror’s proposal or disqualification.

Initial the Appropriate Choice, below:

____ Offeror **accepts** the form of Agreement **without exception**.

O R

____ Offeror proposes **exceptions/modifications** to the form of Agreement. If this choice is selected, Offeror shall include all of the following:

1. Summarize any and all exceptions to the Agreement.
2. Provide written explanation to substantiate each proposed exception/modification.

Offeror further acknowledges and understands that its identification, modification or objection to any existing term, condition or provision in the Agreement shall not result in an automatic modification of the Agreement. The District will not, however, consider or negotiate the modification of any term or condition not identified in Offeror’s RFP. Any Offeror whose RFP response does not identify modifications to terms or conditions of the attached Agreement will be deemed to have agreed to all terms and conditions set forth therein.

Legal Name of Bidder: _____

Print Name: _____ Date: _____

Title: _____

Signature: _____

END OF DOCUMENT

STATEMENT OF BIDDER'S QUALIFICATIONS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

**LOW VOLTAGE CABLING
RFP No. AVC2015/2016-10**

I. Bidder's Organization

A. Form of entity of Bidder, i.e, corporation, partnership, etc. _____

1. If a corporation, state the following:

State of Incorporation: _____

Date of Incorporation: _____

President/Chief Executive Officer: _____

Secretary: _____

Treasure/Chief Financial Officer: _____

2. If a partnership, state the following:

Date of Organization: _____

Type of Partnership (general, limited): _____

Names of all general partners; if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs I.A.1, I.A.2 and I.A.4 as appropriate: _____

3. If a proprietorship, state the following:

Names of all proprietors: _____

4. If a joint venture, state the following:

Date of organization: _____

Names of all Joint Venture members. For each Joint Venture member, identify the form of entity and provide the information requested by Paragraphs I.A.1, I.A.2 and I.C.1 for each Joint Venture member as appropriate: _____

5. Bidder's form of entity is other than listed above, describe the type of entity or organization and identify all principals or owners of equity in the entity or organization_____

B. Number of years your organization has been in business as a contractor:_____

C. Number of years your organization has conducted business under its present name:_____

1. If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s): _____

2. For each name or name style identified in Paragraph 1.01.C.1, state the dates during which you conducted business under each name or style:_____

II. Financial

A. Attach a current audited, reviewed or compiled Financial Statement for your organization prepared by a Certified Public Accountant licensed under the laws of the State of California utilizing generally accepted accounting practices applied in a consistent manner. The Financial Statement must include a current balance sheet and income statement showing: (i) current assets (i.e., cash, accounts receivable, accrued income, deposits, material inventory, etc.); (ii) net fixed assets; (iii) other assets; (iv) current liabilities (i.e., accounts payable, accrued salaries, accrued payroll taxes, etc.); and (v) other liabilities (i.e., capital, capital stock, earned surplus, retained earnings, etc.).

B. Is the attached Financial Statement for the identical organization as the Bidder?

____ Yes ____ No

If not, explain the relationship and financial responsibility of the organization whose Financial Statement is provided (i.e., parent/subsidiary, etc.).

III. Licensing

A. California Contractors License:

License Number: _____

Expiration Date: _____

Responsible Managing Employee/Officer: _____

License Classification(s): _____

B. Has a claim or other demand ever been made against your organization’s California Contractors License Bond?

____ Yes ____ No

If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

C. Has a complaint ever been filed against your organization’s California Contractors License with the California Contractors State License Board?

____ Yes ____ No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

D. Attach to this Statement true and correct copies of the following:

1. Your organization’s California Contractors License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; (iii) the classification(s) of licensure).
2. The Contractors License Bond posted by your organization in connection with your California Contractors License pursuant to California Business & Professions Code §§7071.5 and 7071.6.
3. If your organization’s California Contractors License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer, the Qualifiers Bond if required pursuant to California Business & Professions Code §7071.9).

E. Attach to this statement a copy of the Contractors DIR Registration.

1. Each Bidder submitting a proposal to complete the work, labor, materials and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code 1725.5 (“DIR Registered Contractor”).

2. Pursuant to Labor Code 1725.5; all Subcontractors identified in a Bidder's Subcontractor List shall be DIR Registered Contractors.
3. If awarded the Contract for the Work, at all times during performance of the work, the Bidder and all Subcontractors, of any tier shall be DIR Registered Contractors.

IV. Experience

A. A. List the categories of work your organization typically performs with your own forces:

B. Claims and lawsuits (if you answer yes to any of the following, you must attach details).

1. Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project?

_____ Yes _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

2. Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project?

_____ Yes _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

3. Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization?

_____ Yes _____ No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

C. On a separate attachment, list all similar Audio Visual projects your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

D. On a separate attachment, list all similar Audio Visual Installation and Programming Projects completed by your organization in the past five (5) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner's name, name of the owner's representative and the address and telephone number of the owner and the owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

E. Has your organization ever refused to sign a contract awarded to it?

Yes No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

F. Has your organization ever failed to complete a construction contract?

Yes No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

G. Has your organization ever been declared in default of a construction contract?

Yes No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

H. Has any construction contract to which your organization is a party been terminated for the convenience of the project owner?

Yes No

If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

I. Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract?

Yes No

If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

V. **References** (include name, contact person, telephone/FAX and address for each reference provided)

Bid Submittal Documents

LOW VOLTAGE CABLING; RFP No. AVC2015/2016-10

- A. Trade References (three (3) minimum)_____

- B. Bank References_____

- C. Public Works Inspectors of Record_____

- D. Owner references (must have completed at least two (2) Federal, State, K-12 or higher education building projects in the past five (5) years. Please list these two (2) projects and at least one (1) other Owner referenced, preferably another Federal, State, K-12 or higher education project).

- E. Insurance Carriers (General Liability, Auto, and Workers' Compensation)_____

- F. Surety Firms (issuing your Bid, Performance and Payment Bonds)_____

VI. Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder's Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder's Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder's Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this _____ day of _____, 20__ at _____.
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

_____(Signature)

_____(Typed or written name)

END OF DOCUMENT

BID SECURITY BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"),

and _____ as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the **Antelope Valley Community College District ("District") of Los Angeles County, State of California** as Obligee, in the sum of

_____ (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid as:

LOW VOLTAGE CABLING RFP No. AVC2015/2016-10

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within six (6) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

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, including a reasonable attorneys' fee to be fixed by the Court.

Bid Submittal Documents

LOW VOLTAGE CABLING; RFP No. AVC2015/2016-10

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the ____

_____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

LOW VOLTAGE CABLING RFP No. AVC2015/2016-10

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #** _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #** _____

Subcontractor Name: _____ **Location:** _____

Portion of Work: _____ **License #** _____

Legal Name of Bidder: _____

Print Name: _____ **Date:** _____

Title: _____

Signature: _____

Bid Submittal Documents

LOW VOLTAGE CABLING; RFP No. AVC2015/2016-10

SITE-VISIT CERTIFICATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

LOW VOLTAGE CABLING
RFP No. AVC2015/2016-10

Check whichever option applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the **Antelope Valley Community College District**, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Legal Name of Bidder: _____

Print Name: _____ Date: _____

Title: _____

Signature: _____

END OF DOCUMENT

NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106

LOW VOLTAGE CABLING
RFP No. AVC2015/2016-10

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is

true and correct and that this declaration is executed on _____ [date],

at _____ [city], _____ [state]."

Legal Name of Bidder: _____

Print Name: _____ Date: _____

Title: _____

Signature: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

**LOW VOLTAGE CABLING
RFP No. AVC2015/2016-10**

("Project" or "Contract") between Antelope Valley Community College District ("District" or "Owner") and _____ ("Contractor" or "Bidder"). Labor Code section 3700 in relevant part provides:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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.

Legal Name of Bidder: _____

Print Name: _____ Date: _____

Title: _____

Signature: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

**LOW VOLTAGE CABLING
RFP No. AVC2015/2016-10**

(“Project” or “Contract”) between **Antelope Valley Community College District** (“District” or “Owner”) and _____ (“Contractor” or “Bidder”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the labor compliance program. I certify that I and my listed subcontractors have registered with the Department of Industrial Relations as Public Works Contractors.

Legal Name of Bidder: _____

Print Name: _____ Date: _____

Title: _____

Signature: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

LOW VOLTAGE CABLING RFP No. AVC2015/2016-10

("Project" or "Contract") between Antelope Valley Community College District ("District") and _____ ("Contractor" or "Bidder").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded

Bid Submittal Documents

LOW VOLTAGE CABLING; RFP No. AVC2015/2016-10

herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Legal Name of Bidder: _____

Print Name: _____ Date: _____

Title: _____

Signature: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

LOW VOLTAGE CABLING RFP No. AVC2015/2016-10

("Project" or "Contract") between Antelope Valley Community College District ("District" or "Owner") and _____ ("Contractor" or "Bidder").

This Tobacco-Free Environment Certification form is required from the Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Legal Name of Bidder: _____

Print Name: _____ Date: _____

Title: _____

Signature: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

LOW VOLTAGE CABLING RFP No. AVC2015/2016-10

("Project" or "Contract") between **Antelope Valley Community College District** ("District" or "Owner") and _____ ("Contractor" or "Bidder").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Legal Name of Bidder: _____

Print Name: _____ Date: _____

Title: _____

Signature: _____

END OF DOCUMENT



ANTELOPE VALLEY COLLEGE

LOW VOLTAGE CABLING; RFP AVC2015-2016-10

CONTRACT DOCUMENTS – ATTACHMENT E

NOTICE OF AWARD

Dated: _____ 20____

To: _____

The Bidder to whom Contract is awarded shall execute and submit the following documents by **3:00 p.m. of the Sixth (6th)** calendar day following the date of the Notice of Award.

To: _____
(Contractor)

From: Governing Board ("Board") of **Antelope Valley Community College District** ("District" or "Owner")

LOW VOLTAGE CABLING RFP No. AVC2015/2016-10

("Project" or "Contract"). Contractor has been awarded the referenced Contract on _____, 20____; by action of the District's Board. The Contract Price is _____ Dollars (\$ _____), and includes alternates _____.

I have attached two (2) original copies of the Agreement. One copy is for your records and the other is to be signed and returned with the aforementioned contract documentation no later than _____ 20__.

You must comply with the following conditions precedent within **Six (6)** calendar days of the date of this Notice of Award.

- **Agreement:** To be executed by successful Bidder.
- **Performance Bond (100%):** On the form provided in the Contract Documents and fully executed as indicated on the form.
- **Payment Bond (100%) (Contractor's Labor and Material Bond):** On the form provided in the Contract Documents and fully executed as indicated on the form.
- **Insurance Certificates and Endorsements as required (See Article 6 of General Conditions).**
 - **Commercial General Liability**
 - **Automobile Liability – Any Auto**
 - **Workers Compensation**
 - **Employers' Liability**
 - **Builder's Risk (Course of Construction)**
- **Contractor's Safety Plan** specifically adapted for the Project

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

SAMPLE

END OF DOCUMENT

AGREEMENT FORM – STIPULATED SUM

THIS AGREEMENT is made this _____ day of _____, 2016, in the City of Lancaster, County of Los Angeles, State of California, by and between the Antelope Valley Community College District (“District”) and _____ (“Contractor”) (together, “Parties”).

WHEREAS, Contractor warrants and represents that it is properly licensed by the Contractor’s State Licensing Board, including any required classifications, (License Number: _____) to perform the Work and has the requisite and necessary experience, expertise, and resources to successfully complete work on the Project;

WHEREAS, Contractor further warrants and represents that it will provide timely services in conformity with the District’s directions and the duties and responsibilities required by this Agreement, and will perform all services in full compliance with all applicable laws and regulations; and

WHEREAS, the Parties agree to be bound by the conditions outlined in this Agreement.

NOW THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Within the Time for Completion and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, and with professional skill and judgment, the work of the following project:

**LOW VOLTAGE CABLING
RFP No. AVC2015/2016-10**

(“Project” or “Contract” or “Work”)

It is understood and agreed that the Work must be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents:** The Contract Documents for the Project consist of the following:

- Notice to Contractors Calling for Bids
- Instructions for Bidders
- Specifications
- Drawings/photos
- Bid Form and Proposal
- Statement of Bidder’s Qualifications
- Designated Subcontractors List
- Site-Visit Certification (if applicable)
- Non-Collusion Affidavit
- Bid Security Bond
- Prevailing Wage and Related Labor Requirements Certification
- Workers’ Compensation Certification
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- Hazardous Materials Certification
- General Conditions
- Supplementary Conditions
- Agreement
- Performance Bond
- Labor and Material Payment Bond
- Guarantee

All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question must be submitted to the District for interpretation. If a conflict exists in the Contract Documents, the most recent agreed-upon modifications to any Contract Documents will control over this Agreement. This Agreement will control the Special Conditions (if any), which control over any Supplementary Conditions, which control over the General Conditions, which control over the bid documents. The decision of the District in the interpretation of Contract Documents is final.

4. **Time for Completion:** It is hereby understood and agreed that the work under this contract must be completed no later than the date specified in the Scope of Work provided by Contractor for each project. Contractor and District expressly agree that this stated time for completion of the Work is reasonable for this Project.

5. **Completion-Extension of Time:** Contractor acknowledges and agrees that it will be liable to the District for all loss and damage that the District may suffer if the Contractor fails to complete this Contract and the Work within the time fixed for completion, due allowance being made for the approved and permitted contingencies. The Contractor further acknowledges and agrees that it will coordinate its Work with the work of all other contractors working on the Project or performing work which may impact the Project. The District is not liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor acknowledges and agrees that it is liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. The Parties understand and agree that the District will suffer damages if the Project is not completed on time. The Parties further agree that it is, and will be, difficult or impossible to ascertain and determine the actual damage that the District will sustain due to the Contractor's failure to timely complete the Project. The Parties therefore agree that the Contractor will pay to the District, as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000.00) for each calendar day after the time for completion set forth in this Agreement until the Work is completed and the District accepts the Work.

The Parties agree that if Contractor fails to pay the District any portion of the liquidated damages, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is provided by this Agreement, the General Conditions, and Government Code section 53069.85. The District may grant time extensions, if necessary as determined by the District, as provided in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** Contractor acknowledged and agrees that the District, and its authorized representatives, will not in any way or manner be responsible for or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the Work during its construction and before the District's acceptance. Contractor agrees to wholly assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever. The District's or its consultant's review, approval, or acceptance of Contractor's work, at any time, does not relieve Contractor for responsibility for errors and omissions in Contractor's work.

8. **Indemnification:** Contractor agrees to indemnify, defend with counsel acceptable to the District, and hold the District, and its governing board, officers, employees, agents, and volunteers harmless from and against any and all damages, losses, liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees) ("Claims") which any or all of them may suffer, incur, be responsible for or pay out, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, or its subcontractors, vendors, or suppliers, including, but not limited to, Claims related to bodily injuries (including death) to any person, alleged patent or other intellectual property violation or copyright infringement, damage (including loss of use) to any property (public or private), payments or other financial obligations, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, except to the extent caused by the sole negligence or sole willful misconduct of the District. This provision will survive the termination or expiration of this Agreement.

9. **Insurance and Bonds:** Before commencing the Work, Contractor must provide all required certificates of insurance as provided in the General Conditions, and fully completed and approved payment and performance bonds as set forth in the bid documents.

10. **Prosecution of Work:** If the Contractor neglects to prosecute the Work properly or fails to perform any provisions of this Agreement or the Contract, as determined by the District, the District may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies. The Parties acknowledge and agree that the District may deduct the costs incurred to correct these deficiencies from the payment then or thereafter due the Contractor.

11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor acknowledges and agrees that it will be liable for any delay caused by its non-compliant Work.

12. **Assignment of Contract:** Contractor may not assign the Contract, or any portion of the Contract, or any moneys due or to become due to the Contractor, without the written approval of the District and the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

14. **Payment of Prevailing Wages:** The Contractor and all subcontractors under the Contractor must pay all workers on all Work performed pursuant to this Agreement and the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

15. **Labor Compliance:** Labor compliance is monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations. Contractor specifically acknowledges and understands that it must perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its subcontractors timely submit complete and accurate certified payroll records as required by the Contract Documents and by law, or the District cannot issue payment. Contractor and all of

its subcontractors performing any portion of the Work must register as Public Works Contractors with the Department of Industrial Relations.

16. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as set forth in this Agreement and the Contract, the District agrees to pay the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work, the following price:

_____ Dollars
(\$ _____),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated or agreed to amount.

17. **Recitals:** All Recitals listed above are incorporated into this Agreement by reference as if set forth in full.

18. **Modifications and Waiver.** No modification or amendment of any provision of this Agreement will be effective unless approved in writing and signed by both Parties. The failure of a Party to enforce any of the provisions of this Agreement may in no way be construed as a waiver of those provisions and will not affect the right of either Party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

19. **Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents will remain in full force and effect and will in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR

By: _____
Name: _____
Title: _____

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

By: _____
Name: _____
Title: _____

If the party executing this Contract is a corporation, a certified copy of the bylaws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

NOTICE TO PROCEED

Dated: _____, 20__

TO: (Contractor) _____

ADDRESS: _____

REGARDING PROJECT LOW VOLTAGE CABLING RFP No. AVC2015/2016-10 between the **Antelope Valley Community College District** ("District") and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20___. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by

Contractor, the date of completion is _____, 20__.

You must submit the following documents to the District by **3:00 p.m.** of the **SECOND (2nd)** calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

Thank you. We look forward to a very successful Project.

ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

PERFORMANCE BOND

(100% of Contract Price)

(Note: Principal must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Antelope Valley Community College District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**LOW VOLTAGE CABLING
RFP No. AVC2015/2016-10**

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his 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 Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective

materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

LABOR AND MATERIAL PAYMENT BOND

(100% of Contract Price)

(Note: Principal must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Antelope Valley Community College District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**LOW VOLTAGE CABLING
RFP No. AVC2015/2016-10**

("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 8000 through 8138 and 9000 through 9510 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 8000 through 8138 and 9000 through 9510, including section 9100, of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

GUARANTEE

_____ (Contractor's Name) hereby unconditionally guarantees that the work performed under and pursuant to the Antelope Valley Community College District (District) project known as the **LOW VOLTAGE CABLING- RFP No. AVC2015/2016-10** ("Project") has been done in strict accordance with the requirements of the Contract and therefore further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of completion of the contract, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all work, together with any other work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the District to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the contract referenced herein above or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

Contractor's Name: _____ Date: _____
Title: _____
Signature: _____

Subcontractor's Name: _____ Date: _____
Title: _____
Signature: _____

Representative to be contacted for services:

Name: _____
Address: _____
Phone No.: _____ Fax No.: _____
Email: _____