



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
VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCCC RFP 16-002)**

**Bid due date/time:
February 10, 2016, 1:00 p.m. (PST)**

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

Publication & Dates:
Antelope Valley Press
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January 30, 2016



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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”):

**VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCC RFP 16-002)**

SUBMITTAL OF PROPOSALS

Sealed proposals must be received by, but no later than **1:00 P.M. (PST), February 10, 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 four (4) 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 10, 2016** at Antelope Valley College, 3041 West Avenue K, Administration building, conference room A140, Lancaster, CA 93536-5426.

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.

INTRODUCTION AND GENERAL OVERVIEW

The District, in partnership with the Foundation, is the issuing agency for this RFP. The Foundation is the official nonprofit auxiliary organization for the California Community Colleges Chancellor's Office. The Foundation brings with it the ability to enter into an agreement on behalf of the 72 California Community College Districts to obtain the best value for commodity procurement. The awarded bidder will enter into a separate Agreement with the Foundation (see Attachment F).

Antelope Valley Community College District (District): 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/>.

Foundation for California Community Colleges (Foundation): The Foundation for California Community Colleges (Foundation) helps colleges, universities, and its K-12 partner schools build, create, and operate more effectively through programs and services that drive excellence, while saving millions of dollars annually. The Foundation was established as an auxiliary organization of the California community colleges pursuant to California Education Code Sections 72670-72682. The Board of Governors incorporated it on May 21, 1998, under the provisions of the California Corporation Code as a nonprofit public benefit corporation, exclusively for educational purposes to promote and assist education, administrative, and related services of the California community colleges.

The mission of the Foundation is to benefit, support, and enhance the California community colleges. As the official foundation of the California Community Colleges' Board of Governors and Chancellor's Office, the

Foundation is a unique 501(c)(3) nonprofit organization that provides effective services and innovative solutions for the largest higher education system in the nation. The Foundation's programs reach all 113 California Community Colleges and 72 Districts, and several are expanding nationwide. The Foundation is the sole auxiliary organization to the Board of Governors of the California Community Colleges and the California Community Colleges Chancellor's Office. To learn more, please visit the Foundation's website at <https://foundationccc.org/>.

Through its CollegeBuys Program, the Foundation enters into agreement with industry leading partners to secure the most advantageous pricing and value for California's community colleges, the largest system of higher education – 113 community colleges, 2.1 million students. It is the full intent of CollegeBuys to streamline procurements of Virtual Science Lab and Scientific Equipment by securing agreement(s) through this RFP that comply with California's Public Contract Code for Community Colleges.

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: When the District's Health and Sciences Building was originally designed in 2007-2008, it included an 80 seat planetarium, proposed projection system, projector pit and lift, and a sloped floor. The space has a perforated metal 48 foot diameter dome and centered floor infrastructure to accommodate a blended projection planetarium-style venue. The space can be used to display 2D or 3D presentation materials for a wide range of programs and disciplines including (but not limited to): Astronomy, Geology, Fluid Dynamics, Chemistry, and fine Arts. The space is currently being used for standard classroom presentation using portable projection and audio equipment. The ultimate goal for this space is to outfit it with an active electronic audiovisual presentation equipment and technology installation for both dome projection and standard classroom presentation. See Attachment B for drawings and photos of the existing classroom space, dome and infrastructure.

Project Location:

- Antelope Valley College, Lancaster campus, Health & Science Building (see Attachment B)
- Other Participating agencies, as needed (See Agreement with the Foundation-Attachment F)

Purpose of RFP Partnership : Within California State's budget condition, community colleges/districts are faced with increasing pressure to achieve the highest value for every dollar spent. In other words, to do more with less. To maximize value and meet state code requirements, the competitive RFP process must be utilized to obtain these purchases. The District, in partnership with the Foundation, through this RFP process, will be seeking competitive Proposal pricing for virtual science lab equipment for 113 California Community Colleges/72 Districts. References to Colleges or Districts will be deemed to included K-12 school districts and any public corporation or agency, including any county, city town or public corporation or agency within the

State of California. The purpose of the RFP is to solicit proposals from suppliers that will lead to the selection of a contractor who will supply virtual science lab equipment and other items as requested to all of the 113 California Community Colleges and Districts within the State of California. Each community college may award a contract to the successful contractor based on the same prices and upon the same terms and conditions pursuant to Sections 20118 and 20562 of the California Public Contract Code. Purchases will be made on an indefinite-quantity, indefinite-delivery basis. Participation by any of the community colleges is voluntary and the Foundation cannot guarantee any minimum purchase amount from any of these colleges/districts. Based on past historical data and contract potential, it is estimated that this agreement could be valued at approximately \$5 Million dollars annually in CCC purchases based on manufacturer’s list price.

Bidder Qualifications:

- Bidder shall have a minimum of three (3) years experience with the design, engineering, assembly, installation and support of Specialty Planetarium-Style Audiovisual Systems of similar or greater complexity to those identified in the attached Specifications and shall have been operating under the same business name for a minimum of three (3) years.
- 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 Bidder shall maintain permanent fabrication, service and support facilities within (100) miles of the Project site.
- The Integrator shall be bondable at 100% of contract value.
- The Bidder shall hold current and valid manufacturer certifications for all system components greater than \$500 in value.

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.
- As a minimum requirement for this Bid, the Lead Engineer or Project Manager from the Bidder shall have a CTS (Certified Technology Specialist) certificate from InfoComm International.
- 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	1 st : January 23, 2016 2 nd : January 30, 2016
Last Day for Bidders to submit questions	February 1, 2016
Last day for District to Respond to questions	February 5, 2016
Submittal of Bids	February 10, 2016, before 1:00 p.m.

Public Opening	February 10, 2016, 2:00 p.m.
Anticipated Board Approval	March 14, 2016
Anticipated Notice of Award	March 15, 2016
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	June 13, 2016
Anticipated Completion Date	June 24, 2016
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
- Effectiveness and efficiency of the proposed design
- Experience & qualifications of Personnel Assigned to Perform the Work
- Clarity and thoroughness of the Bid in response to the requirements of this Audiovisual Specification.
- Exceptions Taken to RFP (Exhibit B)
- Past experience with District & Years of Satisfactory Service
- References
- District's subjective assessment of how well they would be able to work with the bidder and the proposed project team

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 DOCUMENT

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:

**VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCC RFP 16-002)**

- 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:

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

- (1) Number of service technicians on staff
- (2) Typical service response time
- (3) Manufacturer service/repair authorizations
- (4) Training resources
- (5) District's support resources (e.g., help desk, replacement equipment)
- (6) 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:

- (1) 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.
- (2) 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.
 - (3) 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:
- (1) 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.
 - (2) Proposal pricing shall include separately itemized costs for providing warranty support as described elsewhere in this Specification.
 - (3) 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:
- (1) 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.
 - (2) 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.
 - (3) Bid submittals shall include proposed payment terms, including deposit, payment schedule and any other conditions and requirements.
 - (4) Bidder shall identify in the Bid submittal any long lead equipment items that may adversely affect the schedule and completion of the Work.
 - (5) 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). See <http://www.dir.ca.gov/Public-Works> for more information.

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 no later than **February 1, 2016**. The District will respond to all questions by no later than **February 5, 2016**. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

END OF SECTION

AGREEMENT WITH THE FOUNDATION

If piggyback option is selected on the Cooperative Utilization Clause and Agreement form in the Bid Submittal Documents (Attachment D), the successful Bidder agrees to enter into an Agreement with the Foundation on behalf of the California Community Colleges or any public agency (hereto forward also referred to as 'Participating Agencies') that seek to purchase under the Foundation's Agreement. The resultant Agreement may be utilized as a procurement vehicle by any Participating Agency for the procurement of specialty planetarium-style audiovisual systems also known as a Virtual Science Lab. The Foundation will incorporate into the Agreement the entire RFP and the successful Contractor's response. Attachment F –represents a sample of the contractual terms and conditions that will be expected to be in the Agreement that will be awarded to the successful bidder from this process. The Contractor must review the Agreement carefully and present any questions, clarifications, and deviations in writing regarding contract language on a separate attachment in its Proposal.

- 1. Term of the Agreement.** The term of this Agreement will be for three (3) years, commencing on the date set forth in the Agreement and terminating three (3) years thereafter. The Foundation, in its sole discretion, shall have the option to extend the term for two (2) additional one (1) year terms ("the Extended Terms") by written notice to the Contractor not less than one (1) month prior to expiration of the term or the first Extended Term, as applicable. If the Foundation exercises its option for the Extended Terms, all Agreement terms and conditions set forth herein shall be applicable to the Extended Terms except as expressly modified by written modifications duly executed on behalf of the Foundation and the Contractor. In the event that any of, or portion of the extension options are not exercised and additional time is required by the Foundation to initiate a new bid and subsequent Agreement, the Contractor agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.
- 2. Contract Administrative Fees and Reports.** The Contractor will provide to the Foundation a contract administrative fee of two (2) percent of the total invoice amounts of all orders shipped pursuant to this agreement. The Contractor shall provide quarterly reports of the total dollar expenditures by each college/district or public entity to Foundation. The report should follow a format similar to that illustrated in under Attachment F, Exhibit II of the Sample Administrative Services Agreement. This report should be submitted electronically on a quarterly basis for the previous quarter's transactions within fifteen (15) calendar days after the conclusion of the preceding quarter. The above reference reports and fees are to be submitted to the Director of CollegeBuys for the Foundation. Failure to submit these reports and fees when due shall constitute grounds to terminate the Agreement and supplier shall remain liable for any fees due prior to such notification.
- 3. Invoicing and Payment Terms.** Invoices shall be directed to the individual colleges/district that placed the order and must comply with specific requirements of each college/district. Payment terms will generally be net 30 although individual colleges/district may decide to alter payments terms if it is in the college's best interest, and a sufficient incentive is provided by the supplier.
- 4. Piggyback Clause.** For the term of the Agreement and any mutually agreed extensions pursuant to this RFP, other school districts, community college districts and universities, any public corporation or agency, including any county, city, town or public corporation or agency with the State of California (Participating Agencies), may purchase identical items(s) at the same price and upon the same terms and conditions pursuant to section 20118 (K-12) and 20652 (community colleges) of the California

Public Contract Code. The Foundation waives its right to require such other districts and offices to draw their warrants in the favor of the district as provided in said Code sections. If Contractor is willing to extend pricing statewide, the Cooperative Utilization Clause and Agreement form must be completed in its entirety.

5. **Pricing.** The California Community College System continues to experience an unprecedented period of new construction and facility renovations fueled mainly by local bond revenues. Over the next several years, the overall system anticipates purchasing millions of dollars of Virtual Science Lab and Scientific Equipment for its 113 campuses. The Foundation is interested in developing Multiple Award Contracts to provide the California Community Colleges, or any public agency (collectively “Participating Agencies”) that desires to purchase under this Agreement, with the opportunity to select Virtual Science Lab and Scientific Equipment, which meet the requirements set forth in this Request for Proposals (RFP). Contractor pricing should be competitive with, or match that of other higher education consortiums such as the University of California and California State University. Proposed pricing should consider the expansive size of the California Community Colleges.
6. **Insurance Requirements for Statewide Use.** Contractor must carry and maintain adequate insurance coverage as outlined in the sample Administrative Services Agreement contained in Attachment F of this RFP, providing Certificates of Insurance as proof of such coverage. In the event that a Participating Agency requires additional or different insurance coverage or minimum amounts in connection with the use of the agreement, Contractor must make a good faith effort to comply with those additional or different requirements.

END OF DOCUMENT

SUPPLEMENTARY CONDITIONS
MODIFICATION OF THE GENERAL CONDITIONS

VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCC RFP 16-002)

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 except as follows:
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) or C-10 (Electrical Contractor) at the time that the Contract for the Work is awarded.

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

SCOPE OF WORK/SPECIFICATIONS-ATTACHMENT A

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PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work covered in this Section consists of furnishing all labor, material and services to install a complete audiovisual system as indicated on the project drawings and in these specifications. The intent of this specification is that the Owner together with a duly qualified Audio Visual Integrator/ Audio Visual contractor shall be responsible for a complete installation and testing of the AV systems.

- B. Delivery of the work described in this Specification shall include, but not be limited to, the following Basic Services:
 - 1. Engineering and Design: The Audiovisual Integrator shall provide all system engineering and design necessary to develop the complete systems described herein. Engineering and Design shall include preparation of all necessary electronic schematics, hardware drawings, systems diagrams, schedules and lists. Additionally, final system design and configuration with the Owner, as well as on site audiovisual coordination and infrastructure installation review with the Owner is required.
 - 2. Assembly: The Audiovisual Integrator shall procure and assemble all hardware and equipment (both CFCI and OFCI), and any additional materials as required to deliver a completely functioning Audiovisual Systems.
 - 3. Software Programming: The Audiovisual Integrator shall perform all required software setup, configuration, and programming required to develop a complete operating system in accordance with this Specification, including all control logic and push button component faceplate or interface programming.
 - 4. Installation: The Audiovisual Integrator shall install all equipment, cable, wiring, connectors, plates and other material at the Project site per the Integrator's approved designs. The Audiovisual Integrator shall install any owner furnished equipment identified in this document and calibrate it to work with the integrated systems.
 - 5. Testing and Adjustment: The Audiovisual Integrator shall perform all tests and adjustments, furnish all test equipment necessary and perform all work required to properly configure the systems and to verify their performance in accordance with the information in this Specification and the Integrator's approved engineered designs. Completed Testing check-lists will be provided to the CM for review and approval by the Audiovisual Consultant.
 - 6. Acceptance Testing: Prior to Owner acceptance and hand-over of the completed Audiovisual Systems, the Audiovisual Integrator shall demonstrate the operation of the com-

plete systems, including all individual devices and specified control functions. Both subjective and objective tests may be required by the Owner to determine compliance with the information in this Specification and the Integrator's approved designs. Prior to the Audiovisual Consultant performing their system acceptance, completed Integrator testing reports will be provided showing all systems are in complete operation.

7. Training: The Audiovisual Integrator shall provide technical training of Owner's staff, instructing them on Audiovisual Systems operation, maintenance and troubleshooting.
8. Warranty: The Audiovisual Integrator shall warranty the Audiovisual Systems in accordance with the terms of this Specification.

1.2 DEFINITION OF TERMS

A. Definitions of the terminology used in this Specification are as follows:

1. Owner or Client: shall refer to Antelope Valley College (AVC), or their designated representative.
2. Architect: Not Applicable.
3. Construction Manager (CM): shall refer to Antelope Valley College (AVC).
4. Owner (GC): Not Applicable.
5. Contractor or Construction Contractor: shall refer to the Owner and any of its sub-contractors.
6. Bidder: shall refer to any party proposing to provide the services and material delineated in this Specification
7. Bid: shall refer to a Bidder's proposal to provide the services and material delineated in this Specification
8. Audiovisual Consultant (Audiovisual Consultant, Consultant): shall refer to Vantage Technology Consulting Group
9. Audiovisual Integrator (Audiovisual Contractor): The awarded contractor for this scope of services.
10. Audiovisual Specification (Specification): shall refer to the complete set of designs, performance and delivery requirements delineated within this document and all referenced documents

11. Audiovisual System (AV System): shall refer to the complete compliment of equipment, software and other material that upon completion of assembly, installation and configuration provides the full functionality and technical performance delineated in this Specification
12. Audiovisual Equipment (AV Equipment): shall refer to any and all individual equipment items and OFCI equipment items installed as a part of the Audiovisual System
13. Work: Design and provision the Audiovisual Systems and associated equipment, software and services for the Project
14. Construction Documents: shall include all documentation associated with the design and general construction of the Project, including this Specification
15. Provide: Supply, deliver, install, test, configure, label, and commission.
16. Manufacturer: shall refer to the original manufacturer of any equipment provided as part of the Work
17. Commissioning Date: shall refer to the date at which a system is formally accepted by the Owner
18. OFCI: Owner Furnished, Contractor installed.
19. CFCI: Contractor Furnished, Contractor installed.
20. OFOI: Owner Furnished, Owner installed.

1.3 PRELIMINARY SCHEDULE

- A. Refer to the included construction schedule for key project milestones.

1.4 REGULATORY REQUIREMENTS

- A. The Audiovisual Integrator shall obtain any permits and shall pay all fees required by public agencies having jurisdiction over the Work.
- B. All products and materials provided shall be listed by Underwriters Laboratory (UL) and shall bear the UL label intended for the purpose specified and indicated. If UL has no published standards for a particular item, then other national independent testing standards shall apply and such items shall bear those labels.
- C. All equipment and installations under this Specification shall conform to the following:
 1. ANSI/NFPA 70 - National Electrical Code.
 2. ANSI/IEEE C2 - National Electrical Safety Code

3. TIA/EIA Standards 568-B, 569 and 607
 4. IEEE/ANSI 142-2007 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
- D. The Audiovisual Integrator and their employees shall perform all work in compliance with current Occupational Safety and Health Administration (OSHA) guidelines and regulations and other safety and health requirements as may be mandated by the Owner, the Owner or other authorities.
 - E. The Audiovisual Integrator shall have a thorough knowledge of governing codes and standards in effect and having jurisdiction over the Project. Lack of awareness of any of the relevant codes and standards will not be accepted as a reason for non-compliance.
 - F. The Audiovisual Integrator shall be responsible for providing cable and materials that comply with applicable codes and requirements of regulating bodies. The cost for these materials shall be included in the Bid price, as the Owner shall not accept change orders for changes in materials.

1.5 COORDINATION OF RELATED WORK BY OTHERS

- A. The Audiovisual Integrator shall coordinate with the Owner and other construction trades to ensure proper integration and operation of the Audiovisual Systems with the complete Project designs, building systems and all other elements of the Project. The Audiovisual Integrator shall coordinate with, Owner and complete project Construction Documents to help facilitate effective coordination of the work with the work of other trades.
- B. Some components of the complete Audiovisual Systems will be provided by the Owner, its sub-contractors to the Owner. It shall be the responsibility of the Audiovisual Integrator to coordinate with all parties whose work impacts the Audiovisual Integrator's work to ensure the complete coordination and successful implementation of the Audiovisual Systems. Related work by the Owner shall include, but may not be limited to, the following:
 1. Millwork and Cabinetry: All millwork and cabinetry modifications required to accommodate the installation of Audiovisual Systems, equipment and related cabling and connections, except as may be individually identified in the Specification, shall be provided by Owner.
 2. Owner Furnished Equipment (OFE): Some equipment that will become a part of or connect to the Audiovisual Systems may be provided by the Owner and shall be designated as Owner Furnished Equipment (OFE). Owner Furnished Equipment shall be provided by the Owner and supplied to the Audiovisual Integrator for connection, installation and/or integration into the Audiovisual Systems as delineated in the Audiovisual System designs and these Specifications as OFCI. This may include new or existing equipment. The Audiovisual Integrator shall be responsible for coordinating with the Owner to ensure that all Owner Furnished Equipment is fully operational and compatible with other Audiovisual

Equipment and that it is made available to the Audiovisual Integrator in a timeframe that does not delay the Audiovisual Integrator's work.

3. Information Technology Systems: Unless otherwise specified, all data networking cabling and active electronics shall be provided the Owner. The Audiovisual Integrator shall be responsible for coordinating with the Owner or the Owner's designated representative regarding connections between the Audiovisual Systems and the Owner's data network, including all client/server computing and peripherals, Internet, digital video storage and other data/media distribution systems.
4. Paging and life safety: When required, interfacing the Audiovisual System(s) to the paging or life safety systems may be required. The Audiovisual Integrator shall be responsible for coordinating with the Owner's designated representative regarding connections between the Audiovisual Systems and the Paging or Life Safety system.

C. Electrical (AC) Power Service and Connections

1. Technical Power Service: All electrical panels, power receptacles, lighting fixtures, dimmers, lighting controls, and interconnecting wiring shall be supplied by Owner.
2. The Audiovisual Integrator shall extend AC power circuits and insulated ground wires into each equipment rack. This work must be done by a qualified electrician, licensed in the jurisdiction of this project, and under direction from the Audiovisual Integrator.

D. Low Voltage Cable Containment

1. Low voltage cable containment, including raceways, conduits and junction boxes, required to support Audiovisual System devices and interconnecting cabling shall be as specified in the Construction Documents and shall be provided the Owner.
2. Upon commencement of work on the Project the Audiovisual Integrator shall review the Construction Documents to confirm that the infrastructure provided is sufficient to accommodate the Audiovisual Systems to be installed. Any conflicts or issues must immediately be brought to the attention of Owner and the Audiovisual Consultant.
3. The Audiovisual Integrator shall provide blank cover plates or panels for all floor, wall and ceiling boxes that are dedicated to the Audiovisual Systems but do not have devices and/or connectors at the time of Audiovisual System commissioning. Colors and types shall be coordinated with the Architect. Devices and plates for other trades (HV power, voice/data, and security) within the AV floor boxes are by the contractor.

E. Low Voltage Cabling and Termination

1. All audio, video, control and other low voltage cabling associated with the Audiovisual System shall be provided, installed and terminated by the Audiovisual Integrator utilizing the cable containment infrastructure (e.g. conduit, raceways, junction boxes, etc.) provided by contractor as noted on the Construction Documents.

2. The Audiovisual Integrator shall provide all patch cords and other cable assemblies required to connect Audiovisual Equipment to voice/data outlets and any other required system or network inputs or outputs.
3. Where cable installation is required, this will include wall and/or floor jacks, plates and terminations at all room devices, and service loops at patch bay locations shall be provided by the Audiovisual Integrator.

F. Equipment Mounting and Support

1. Structural support for ceiling mounted video projectors, wall mounted monitors and other Audiovisual Equipment shall be provided the Owner as noted and detailed in the Construction Documents. The Audiovisual Integrator shall coordinate with the Owner and other trades as necessary to ensure compatibility of the structural supports provided the Owner with the Audiovisual Equipment provided by the Audiovisual Integrator.
2. The Audiovisual Integrator shall install all Audiovisual Equipment, including display mounts, as indicated in this Specification and the Construction Documents. The Audiovisual Integrator shall verify location and structural suitability before attaching equipment and mounts. Any variations from the drawings and specifications or any question of structural integrity shall be brought to the attention of the Owner, the Architect and Audiovisual Consultant before installing the equipment.

G. Audiovisual System Connections to Building Systems and Controls

1. Building systems and controls provided by the Owner that may be interconnected to the Audiovisual System shall include environmental controls, fire and life safety, and security systems. Where required, interconnection between these systems and the Audiovisual System is designated in these Specifications and in the Construction Documents, including requirements for low voltage interface electronics. The Audiovisual Integrator shall verify that all required system components and interfaces are specified and provided in order to enable the functional performance described in this Specification.
2. The Audiovisual Integrator shall coordinate with the Owner to verify that all devices and controls to be interconnected to the Audiovisual System are functioning properly prior to commencing interconnection to the Audiovisual Equipment.
3. The Audiovisual Integrator shall investigate all hardware and software control conflicts between the building systems and the Audiovisual Equipment before interconnecting the building systems. Report any conflicts, potential or existing, to the Audiovisual Consultant, in writing, before interconnecting the systems. Damage caused to any base building systems due to the improper connection of Audiovisual Equipment shall be the sole responsibility of the Audiovisual Integrator.

4. The Audiovisual Integrator shall select and install the appropriate cable type to facilitate device communication from the Audiovisual Equipment to interconnected building systems.
5. The Audiovisual Integrator shall coordinate with the Owner to verify proper operation of the connected Audiovisual Equipment and the building systems after interconnecting the systems.

1.6 REFERENCES

- A. The following documents provide information regarding audiovisual industry “best practices,” including commonly accepted standards for design, installation, and performance of integrated audiovisual systems. The technical quality of the Audiovisual Integrator’s work and the resulting performance of the Audiovisual Systems installed in the Project will generally be measured against the standards and practices delineated in these References.
 1. Audiovisual Best Practices: The Design and Integration Process for the AV and Construction Industry, Timothy Cape and Jim Smith; Fairfax, VA; International Communications Industries Association, 2005
 2. ASTM Task Group E33.04C, Acoustical Environment in the Open-Plan Office, Atlas-Soundolier, Addendum, May 1994
 3. Dashboard for Controls Design Reference, InfoComm International®
<http://www.infocomm.org>
 4. Dashboard for Controls Integrators Guide, InfoComm International®
<http://www.infocomm.org>

1.7 PROJECT / SITE CONDITIONS

- A. Refer to Division 1 of the Construction Documents for coordination with other trades on this project.
- B. Coordinate all access to the site at all times with the Owner.
- C. Adhere to the safety standards established by the Owner while performing work on site.
- D. All employees of the Audiovisual Integrator shall wear identification clearly indicating the Audiovisual Integrator’s company name while on site.
- E. All employees of the Audiovisual Integrator shall comply with rules and policies established by the Owner.
- F. All vehicles of the Audiovisual Integrator or employees shall be parked in areas designated by the Owner.

- G. As this is an operating classroom building, the Audiovisual Integrator will store equipment in a manner that will not interfere with classes or with the Owner. Coordinate secured storage on site with the Owner.
- H. Do not install equipment in dusty conditions or allow dust to accumulate in or on installed Audiovisual Equipment.
- I. Protect all work and equipment from damage by others.
- J. Protect all existing work-in-place by others from damage by the Audiovisual Integrator, the Audiovisual Integrator's agents and/or sub-contractors, or any employees or vendors. The Audiovisual Integrator will be solely responsible for any/all damage to work-in-place by others.
- K. Keep areas around and inside of each piece of equipment and each rack free from dust, dirt and debris throughout the project. Equipment that is not properly maintained during installation shall be replaced at no cost to the Owner before final payment is made to the Audiovisual Integrator.
- L. All Audiovisual Integrator equipment and materials and all owner furnished equipment turned over to the Integrator stored at the Audiovisual Integrator's facility(s) or stored and/or installed at the Project site will remain the property of the Audiovisual Integrator unless ownership is legally transferred and accepted in writing by the Owner. The Audiovisual Integrator shall be solely responsible for the protection of all equipment from damage, theft or vandalism regardless of cause, until the work described herein is accepted by the Owner at the time of Final Checkout.

1.8 ENVIRONMENTAL IMPACT CONSIDERATIONS

- A. The Audiovisual Integrator is encouraged to utilize environmentally sustainable materials and work practices wherever possible in the delivery of the Work.
- B. Audiovisual Integrator is expected to supply documentation on in-house policies for recycling and environmental offset goals. This may consist of (but not be limited to):
 1. Local sourcing of materials to minimize transportation impact.
 2. Utilizing materials and processes that minimize waste and environmental impact.
 3. Work with manufactures and suppliers with established business practices that minimize environmental impact and promote sustainability.
 4. In-house and on-site recycling plans.
 5. In-house and on-site hazardous material disposal plans.
 6. On-site installation team car-pooling.

7. Environmental education and policy promotion policies to employees, suppliers.
8. Encouraging active participation of employees and others in environmental practices in both the work place as well as in daily lives.
9. ISO 9000:2001 and/or ISO 14001 certification(s).
10. Internal monitoring and evaluation processes.

1.9 REQUIREMENTS SPECIFIC TO THIS PROJECT

- A. Vendor shall be a known Full-Dome system provider that can supply both equipment and instructional programs for a complete turn-key instructional solution.

1.10 SUBMITTALS

A. General Submittal Requirements

1. A submittal package consists of all items (forms, lists, drawings, etc.) specified for that submittal.
2. All specified items for each submittal shall be provided at the same time. Partial or incomplete submittals will be rejected.
3. Product Submittals shall be issued no sooner than three (3) months prior to scheduled substantial completion date of the building.
4. Unless directed otherwise in writing by the Audiovisual Consultant, the Audiovisual Integrator is not authorized to proceed with the acquisition, assembly or installation of any systems or components until all required submittals have been approved by the Audiovisual Consultant. Any acquisition, assembly or installation of any systems or components without Audiovisual Consultant's approval will be subject to removal at the Audiovisual Integrator's expense.
5. The Audiovisual Integrator shall coordinate with Audiovisual Consultant prior to the delivery of each submittal to obtain the proper quantities of submittals to each recipient.
6. Unless otherwise instructed, the Audiovisual Integrator shall provide three copies of all submittals.
7. Product cut sheets shall be submitted electronically on one compact disc with a separate "table of contents" listing all of the cut sheets included.
8. Product cut sheets shall accompany all requests for product substitutions.

9. Audiovisual Consultant will notify the Audiovisual Integrator if any sample products are required for fit or finish coordination. Samples shall be provided by the Audiovisual Integrator upon request and at no additional cost to the Owner.

10. Drawing Formatting Requirements

a. Shop Drawings shall be numbered consecutively and shall accurately and distinctly present the following information:

- (i) Title Sheet
- (ii) Single-Line/Block Diagrams showing signal relationships of all controls and devices within the system.
- (iii) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.

b. Formatting of shop drawings and other drawing submittals shall include the following:

- (i) Title Block with;
- (ii) Project name and address, Project Number and Drawing Name.
- (iii) Sequential number of submittal
- (iv) Date of submittal
- (v) Name and address of the Audiovisual Integrator
- (vi) Drawing Scale
- (vii) Critical dimensions at accurate scale
- (viii) Submittal date and space for revision dates.
- (ix) Identification of equipment, product or material.
- (x) Name of Supplier / Manufacturer.
- (xi) Physical dimensions, clearly identified, where applicable.
- (xii) Specification references.
- (xiii) Identification of deviations from the Contract Documents, if necessary.

- (xiv) Audiovisual Integrator 's stamp, initialed or signed, dated and certifying to review of submittal, certification of field measurements and compliance with Contract.
- c. The Audiovisual Integrator's drawings shall clearly identify the specific equipment make and model number(s) as well as specific Audiovisual System configuration and installation requirements as noted below.
- (i) Type fonts must be legible (minimum 1/16" on 11x17 prints) and must be exportable to .DWG or .DXF format.
 - (ii) Plans indicating Audiovisual Equipment layouts shall be scaled to be not less than 1/8" = 1'-0". Details for particular equipment mounting shall be scaled to be not less than 1/4" = 1'-0".
 - (iii) Background CAD files (in .DWG format) of the building will be made available to the Audiovisual Integrator if requested.
 - (iv) Audiovisual Consultant assumes no responsibility for errors and/or omissions due to electronic translation of CAD file formats.
 - (v) Prior to being issued electronic Project documents the Audiovisual Integrator shall warrant in writing that any electronic files given to the Audiovisual Integrator for use on the Project will be used only for the Project, and that any intellectual property originated, copyrighted and/or owned by others is for use only on this Project.
 - (vi) Any building plans or drawings originated by others and reproduced by the Audiovisual Integrator in their documentation shall be labeled with "Audiovisual Integrator Shop Drawing" and the names and stamps of others shall be removed.

11. All submitted drawings shall include information listed in Appendix A – AV System Functional Diagrams
12. Refer to the Audiovisual Systems drawing package for functional system diagrams and additional system configuration specifications.
13. Use the architectural audiovisual infrastructure constructions plans and specifications for reference (obtainable through Construction Manager or Architect).
14. Weekly Status Reports
 - a. The Audiovisual Integrator shall provide weekly progress updates to the Architect and Audiovisual Consultant. Weekly Status Reports shall be submitted as directed by the CM via faxed hard copy or electronic means (i.e. email). Issuance

of Weekly Status Reports shall commence from the date of the first submittal delivery and shall continue until contract closeout.

- b. The Weekly Status Report shall not be used as an official means of communicating Project issues. It does not replace any part of a required submittal, request for information, proposed change order, report of field conditions, schedule issues, etc. No official response will be given to the Weekly Status Report.
- c. A representative of the Audiovisual Integrator shall attend the weekly construction meeting at the job site. This representative shall be fully knowledgeable in all aspects of the Project and the Audiovisual Integrators work and shall have the authority to make binding commitments on behalf of the Audiovisual Integrator.

B. Project Commencement Submittals

Immediately upon award of contract and authorization to proceed with the Work, the Audiovisual Integrator shall commence initial planning and coordination. Project Commencement Submittals required upon commencement of the Work shall include, but not be limited to, the following:

1. Project Plan

- a. Provide a complete and detailed Schedule for the Audiovisual Integrator's work describing the major tasks, sequence of work, submittals and other critical milestones. At a minimum the tasks noted in the Schedule shall include all required submittals, rack assembly and shop testing, on-site cable installation, periodic shop and site visits, on-site equipment installation, testing and commissioning, Substantial Completion and Project Completion. Indicate the sequence of installation and completion by room and/or system. The Schedule shall also include anticipated dates of acquisition of major equipment and their installation milestones.
- b. Provide a complete listing of the Audiovisual Integrator's project team, including the names and all contact information (email address, cell phone, etc.) for all personnel assigned to the Project. At a minimum this Project Team Directory shall include the Audiovisual Integrator's executive in charge of the Project as well as the Project Manager, Lead Engineer and Lead Installer. Include names and contact information for all sub-contractors.

2. Listing of Long Lead Time Equipment

- a. The Audiovisual Integrator shall submit a list of long-lead items including OFCI items. These are items that may be necessary to order ahead of the submittal and approval sequence in order to avoid adversely impacting the project schedule. Do not include equipment that will be ordered within the scheduled submittal and approval process.

- b. The Audiovisual Integrator shall use reasonable judgment in determining which products are legitimate long-lead items. Failure to include an item that may require long procurement lead time shall not relieve the Audiovisual Integrator of responsibility for furnishing the item to meet the agreed Schedule.

C. Engineering Submittals

The Audiovisual Integrator shall present documentation delineating the complete requirements for Audiovisual System engineering, fabrication, assembly, installation, commissioning and testing. Engineering Submittals shall be presented to the Audiovisual Consultant for review, comment and approval prior to commencing further work. Engineering Submittals shall include, but not limited to, the following:

1. Equipment List (to be submitted in the form of Appendix A)
2. Audiovisual System Shop Drawings
 - a. At a minimum, Shop Drawings shall include the following:
 - (i) Single-line system design diagrams
 - (ii) Equipment rack elevations
 - (iii) Custom fabrication drawings
 - (iv) Wiring diagrams of all equipment, with types and model numbers specified under these Contract Documents.
 - (v) Fully dimensioned housing and mounting drawings, including information on finishes.
 - b. Additionally, Audiovisual System Shop Drawings shall include the following:
 - (i) Drawings, diagrams or other information providing evidence of Audiovisual System design compatibility with the architectural, infrastructure and building systems designs delineated in the Project Construction Documents
 - (ii) Critical points of coordination with other trades
 - (iii) Specific notation of critical field measurements at accurate scale
 - (iv) Identification of specific products and materials used
 - (v) Cross references for all related Construction Documents (e.g. drawings, detail numbers, specification sections, etc)

(vi) Reference to room numbers and room names where Audiovisual Systems are to be installed

c. All sheets shall be the same size, oriented the same direction, and shall be bound, not folded. All information required in Paragraph 1.10A.10 and corrections provided in the approved sample drawing shall be included.

D. Control System Software Submittals

1. Control System Software consists of the following two primary components:

- a. Control System Graphical User Interface (GUI)
- b. Control System Processor Software

2. In order to develop Control System Software that is functional and understandable by the intended users it will be necessary for the Audiovisual Integrator to provide “working” copies of software for review and comment by the Owner and the Project team as it is being developed.

3. The software programming process must be an iterative process that includes a minimum of three (3) iterative submittals prior to first beneficial use. The following table is provided to help facilitate the software development process:

Deliverable	Notes	Due
Initial Submittal	Listing of individual device control functions GUI logic flow diagram Static touch panel layouts Initial labeling of button panels	Due no later than one week after return of approved shop drawings
First Beta Review	Dynamic touch panel Layouts including page flips, pop-ups, feedback, etc to show operational relationships between pages	Due no later than two weeks after return of approved Initial Submittal
Second Beta Review	Interface updates and revisions Test of loaded working system (in shop or on site)	Due no later than three weeks after return of approved First Beta Review submittal
Implementation / On-site Testing	Loading of live code into working systems	Prior to Substantial Completion
Completion	Follow-up programming review and minor modifications based on user feedback	60 days after Final Acceptance

E. Substantial Completion Submittals

Substantial Completion of the Audiovisual System installation shall be the point at which all Audiovisual Equipment has been installed, programmed, configured and initially tested to confirm proper operation. The point of Substantial Completion shall be as mutually agreed between the Audiovisual Integrator and the Audiovisual Consultant following discussion and observation. At the point of agreed Substantial Completion, the Audiovisual Integrator shall submit the following:

1. Testing Report

- a. Perform electrical and electronic tests and present documented results as noted in Paragraph 3.3C and 3.3D. Provide results to Audiovisual Consultant before scheduling the Preliminary Checkout.
- b. Submit test results in a table format stating test description, acceptable result value and measured value (result). Clearly show all values not in acceptable value ranges.

2. Preliminary Project Record Documents Submittal

- a. Upon Substantial Completion the Audiovisual Integrator shall submit Preliminary Project Record Documents to the Audiovisual Consultant. Preliminary Project Record documents shall be submitted prior to the Preliminary Checkout.
- b. Preliminary Project Record Documents shall include:
 - (i) Corrected/updated shop drawings
 - (ii) Updated Equipment List in the form of Appendix A
 - (iii) Half-size drawings modified to reflect the actual installation conditions
 - (iv) CD-ROM with manufacturers' operation manuals arranged alphabetically and current drawings in .DWG format
- c. Consultant's Preliminary Checkout will be scheduled after the Preliminary Project Record Documents and Test Reports have been approved.

F. Final Acceptance Submittals

Prior to Final Acceptance the Audiovisual Integrator shall submit the following:

1. Hardcopy Project Record Documents

- a. Product Information Binders which shall consist of all product literature, manuals, software and other material provided by equipment manufacturers with the

Audiovisual Equipment. Material shall be assembled in the binders with section dividers and a table of contents.

- b. Warranty documentation including warranty start and end dates for each individual piece of equipment provided.
- c. Explanation of procedures for obtaining telephone support and on site service during Audiovisual Integrator's warranty period.
- d. Recommended dates for the preventive maintenance service calls.
- e. Final Equipment List with itemized listing by room/system, including serial number for each item.
- f. Electrical and electronic test results.
- g. Key schedule with three copies of each key required for operation of the systems, equipment racks, etc.
- h. One (1) half-size set of all Audiovisual System design drawings revised to reflect "as-built" conditions.
- i. One (1) full-size set of all Audiovisual System design drawings revised to reflect "as-built" conditions.

2. Electronic documentation on CD-ROM(s) to include:

- a. Back-up of Audiovisual Control System software code (e.g. user interface software and control processor program). Un-compiled source code shall be submitted in both soft copy and printed out in hard copy documentation. Copies (hard and soft) of the software are to be included in the systems manuals.
- b. Copies of all custom or purpose-created software, including original source code.
- c. All software shall be written with remark statements to document function of sub-routines, macro's and program requirements.
- d. All control, DSP and specific device application software.
- e. All final software configuration and final set-up settings.
- f. Final equipment list with warranty and serial number information.
- g. Record Drawings in PDF format.
- h. Record Drawings in .DWG format.

G. Submittal Checklist

The checklist below is intended to aid the Audiovisual Integrator in the compilation of the various submittals required for the Project.

ITEM / QTY DUE PER SUBMITTAL	Project Kickoff		Design	Substantial Completion		Project Complete
	Project Plan	Long Lead Items	Full Project	Test Reports	Prelim Project Record	Final Project Record
Project Schedule	3					
Team Contact Information	3					
Long Lead Equipment List		3				
Sample Drawing Set						
Complete, Current Equipment List			3		1	3
Test Results Report				1		3
Checkout Checklists				1		3
Complete, Current Full-Size Drawing Set			3			3
Complete, Current Half-Size Drawing Set					1	3
Warranty Statement						3
Owner's Manual (Hardcopies)						3
All Control Code (GUI & Program) on CD					1	3
All Drawings (.pdf & .dwg) on CD					1	3
All Owner's Manuals on CD						3
Equipment List w/Serial Numbers & Warranty Expiration Dates on CD						3
Equipment Application Software on CD						3
All Equipment Keys						ALL

1.11 WARRANTY & MAINTENANCE SUPPORT

A. Basic Warranty

1. Basic Warranty provided by the Audiovisual Integrator shall include repair or replacement for three years from Final Acceptance on all Audiovisual Equipment provided (including products having a manufacturer's warranty of less than one year) and all Audiovisual Integrator workmanship. Basic Warranty shall be provided at no additional cost, except in case of obvious abuse. Consumable items such as lamps, batteries, tapes, etc. are not covered by Basic Warranty. Manufacturers' warranties on Audiovisual Equipment of more than one year shall remain in force beyond the Audiovisual Integrator's Basic Warranty period.
2. During the Basic Warranty period the Audiovisual Integrator shall:
 - a. Provide telephone support within 4 hours of a call requesting service.
 - b. Provide on-site support within 24 hours of a call requesting service not corrected by telephone support.
 - c. Repair or replace faulty items within 72 hours of on-site service or within manufacturers' specific repair program whichever is quicker.
3. Audiovisual Integrator shall not involve the Owner with removing, re-installing equipment, shipping or receiving equipment being repaired under Basic Warranty, nor shall the Owner be responsible for any shipping or freight charges associated with any item under warranty.
4. Audiovisual Consultant and the Owner shall be copied with all paperwork related to any and all warranty work during the Basic Warranty period.
5. The Basic Warranty period will commence no sooner than the date of first beneficial use by the Owner and no later than the date of contract closeout.

B. Day-One Support

1. As part of the warranty, training and installation completion, the Audiovisual Integrator will provide on-site presence on the first day of critical move-in and operation to support the staff and instructors in equipment use. This date will be coordinated with the Owner and the CPM for reasonable staffing requirements. Typically, this will require one certified technician to be present to resolve and issues that may arise and to provide basic operational support in the early usage stages. Programming support should be on stand-by to help resolve more complex issues as they arise.
2. All programming resources (code, software, configuration files, etc.) should be made available to on-site technicians

C. Preventative Maintenance

1. Within the term of the three-year Basic Warranty period the Audiovisual Integrator shall provide, at no additional cost, periodic Preventative Maintenance on the installed Audiovisual System to ensure proper ongoing maintenance and operation.
2. A minimum of four (4) Preventive Maintenance visits shall be provided.
3. Preventative Maintenance shall include, but not be limited to, the following:
 - a. Adjustments to video projectors; checking projector lamp life and replacing lamps (using only spare lamps provided under this contract) if usage exceeds 85% of projector manufacturer's lifecycle rating
 - b. Cleaning tape heads
 - c. Checking audio system settings
 - d. Reviewing control system functionality
 - e. Any other maintenance and adjustments necessary to ensure that the Audiovisual System is in proper working order
4. Any problems or issues noted by the users or other Owner representatives shall be documented and completely resolved at each of the scheduled visits.
5. Preventative Maintenance Schedule
 - a. 90 days (± 15 days) after the commencement of the Warranty Period.
 - b. 180 days (± 15 days) after the commencement of the Warranty Period.
 - c. 270 days (± 15 days) after the commencement of the Warranty Period.
 - d. 20 days (± 10 days) before the end of the Warranty Period.

D. Extended Warranty

1. The Audiovisual Integrator shall provide an optional Extended Warranty that covers the terms in both the Basic Warranty and Preventative Maintenance sections but will extend those services beyond the initial three years coverage (year 4+).
2. The Audiovisual Integrator shall provide price-break pricing for extending into the fourth and fifth consecutive years of system operation as well as a per annum renewal for extending after the initial 3-years of coverage.
3. This pricing is included as an option to the Owner.

E. Extended Warranty

The Audiovisual Integrator may elect to propose to the Owner the offer of Extended Warranty coverage for the Audiovisual Systems. Extended Warranty shall be any optional warranty services offered by the Audiovisual Integrator and accepted by the Owner that expand on and complement the Basic Warranty coverage required by this Specification. Any provisions of Extended Warranty coverage shall not release the Audiovisual Integrator from responsibility for performance of all requirements under the Basic Warranty coverage.

F. Software Support

The Audiovisual Integrator shall also offer an annual Software Maintenance contract. This shall cover all software provided as part of this system and/or written for this system, and shall include both routine upgrades to applications and operating systems, as well as any modifications to software that may be required by the Owner. The Software Maintenance contract shall commence immediately after expiration of the warranty period and continue for three years. Maintenance visits will be four times per year and shall be scheduled to coincide with the periodic system maintenance of the system (See next section for terms of the Warranty).

END OF SECTION

PART 2 - GENERAL

2.1 AUDIOVISUAL SYSTEM FUNCTIONAL REQUIREMENTS

A. General

1. The information provided in this section describes the basic functional capabilities and operational requirements of the Audiovisual System installed in the Project. Descriptions are provided by individual area where applicable. The table below indicates rooms that are in and out of scope as well as with associated infrastructure and system plan references.

2.2 GENERAL

- A. Acceptable products are listed below categorized by type of equipment. Quantities are listed for movable, portable or loose equipment, and other selected entries. Where quantities are not listed, refer to the system drawings and provide quantities as necessary to deliver the specified functionality.
- B. All products shall be new and under manufacturer's warranty at the time of installation. B-stock, previously installed, refurbished or used equipment shall not be provided on this project.
- C. Manufacturers/vendors of some specified Audiovisual Equipment may provide "master quotes" specific to this Project. The Audiovisual Integrator shall be responsible for providing all Audiovisual Equipment required to deliver the specified functionality, including any items that may be missing from manufacturer/vender master quotes.
- D. Where the Specification lists several manufacturers for a major item, or group of items, the Audiovisual Integrator shall provide all of those items from one manufacturer (i.e. all Type A loudspeakers shall be brand "X" not a combination of brands "X" and "Y").
- E. The Audiovisual Integrator shall provide all options, accessories and hardware necessary to meet the functionality of the design even if all components are not specifically listed (i.e. rack mount kits, separate or additional power supplies, input modules, transformers, special or longer power cords, AV adapters or break-out cables, etc.).
- F. Computer interface cabling shall be provided by the Audiovisual Integrator as part of the Audiovisual Systems. The Audiovisual Integrator shall provide all cabling necessary to connect wall and rack mounted computer and laptop audio and video interfaces to Owner Furnished (OFCl) laptop and desktop computers as specified in this document including extension patch cords for integrated network pass-through adapters.
- G. The Audiovisual Integrator shall be responsible for providing all miscellaneous material required to provide the complete integration of all computer equipment into the Audiovisual System and into the architectural environment. With the aim of providing clear and simple

user connection of computers to the Audiovisual Systems, the Audiovisual Integrator shall observe the following requirements:

1. The Audiovisual Integrator shall securely attach any applicable interface electronics in a position that provides easy access for connection of signal cables as well as adjustments and service of the electronics by system maintenance personnel. No loose equipment will be accepted unless specifically directed otherwise.
 2. All computer video connections at the end user positions (e.g. laptop connections shall utilize standard VGA-type (15-pin HD) signal connections and HDMI connections unless indicated otherwise on the dwgs.
 3. Where necessary, the Audiovisual Integrator shall provide breakout cable(s) to convert the computer output connections to the appropriate input connections at the computer interface, switcher or other designated device.
 4. Computer interface connections shall accommodate audio signal connections with corresponding computer video signals.
 5. Provide any required extension patch cords for integrated network pass-through adapters on computer workstation interfaces or connector panels.
 6. Clearly label all connection points and cables.
 7. All power and signal cables shall be neatly routed and dressed with removable tie straps (e.g. Velcro) or other means for securing loose cables when not connected or not in use.
- H. Model numbers listed are believed to be current and correct as of the preparation of this specification. All equipment shall be current models as of the time of installation. Should listed models become obsolete, they shall be replaced with the manufacturers' direct or recommended replacement.

2.3 MASTER QUOTE INFORMATION

- A. None

2.4 ROOM DESCRIPTIONS

A. Virtual Sciences Lab

1. The Virtual Science Lab is a specialty space used for immersive dome and 3D presentation using a blended curved projection system and 3D active emitters. The existing room has a fixed 49' diameter perforated dome screen and accommodates 82 student seats. Existing infrastructure accommodates power and data (and AV) in the center of the room for a planetarium-style dome projection system and floor infrastructure for front instructor desk. Access to the dome and above catwalk is available via a side door. A side closet is also available to house a full-sized equipment rack as required with all power, data and cooling requirements covered.

2. The space has existing conduit infrastructure based on original Planetarium vendor design criteria and should be sufficient for any cabling and design solutions covered within this document. Existing power for system was also based on original vendor criteria and should be sufficient to support the active electronic system equipment within this scope. Infrastructure for system cabling includes conduits to center floor box to adjacent rack room, conduits to front instructor/control desk floor box to adjacent rack room, conduits from rack room to upper catwalk level for dome speakers (behind dome) and support local within the rack room for cooling and power.
3. The primary projection system will be by two blended dome 4k resolution 30,000 lumen 3D enabled projectors. In order to facilitate standard classroom instruction and other group activities, a media presentation system will be provided. This system will comprise of a rear wall mounted WUXGA resolution secondary video projector will facilitate video display on the curved surface when the primary blended projectors are not in use.
4. Control of the audiovisual system will be provided via a handheld control panel for basic operation and by software residing on the PC located at the instructor desk. These controls will serve as the user-interface with the audiovisual system and will be programmed with easy-to-navigate screen layouts and intuitive graphics for system control and status confirmation (e.g. audio volume level).
5. An auxiliary PC input interface will be provided at the desk surface to facilitate connection of portable devices such as laptop computers and to provide convenient control of the audiovisual switcher/controller.
6. Flown loudspeakers above the dome will be used to reproduce media audio in both 5.1 and stereo/mono applications.
7. A wireless lapel microphone will also be included. All microphones will be type to shield resistant from radio frequency interference such as GSM cell phone signals.
8. An RF-based integrated assisted listening system will be included to accommodate ADA requirements. This will include 4 wireless receiver units and a charging case.
9. Wall speakers for 5.1 surround sound and for general room presentation audio support will be included and mounted above the ceiling dome screen to remain hidden yet functional. Speakers will be used for voice-lift / room reinforcement for spoken word presentations as well.
10. The audio Digital Signal Processor (DSP) will be configured to accommodate the microphones (wired & wireless), audio sources (both mic level and line level). The DSP will be connected to the network for both control & remote configuration. Testing will be done Levels will be equalized between outbound mic and source audio to and from codec. A mono output will used for both ALS feed and for audio recording. Special considerations for the DSP GUI layout will be used for use as a digital audio mixing console when special presentations are required.
11. A total of three rack mounted PC (two active, one spare) will be included as part of the digital presentation system and shall include all appropriate operating software, virus protection, base programs and specialty instructional software applications and curriculums required for the Virtual Science Lab environment. A wireless presentation appliance will facilitate the connection of portable laptop and tablet devices running the display software and connected to the same network.
12. An Instructor Desk within the room is provided to host the following presentation source devices and control peripherals:

- a. (3) 24" monitors
 - b. Mouse/Keyboard
 - c. Joystick control
 - d. HDMI input(s) for OFE laptop or tablet
 - e. Local power and data
 - f. Document camera
13. The room Instructor Desk will include a small audiovisual equipment rack to house the following presentation source devices and control equipment:
- a. Dedicated rack PCs
14. A 1080p resolution document camera will be included with a suitable cable lock to secure the assembly will be included.
15. A separate lockable audiovisual equipment rack located in within an adjacent dedicated storage room is provided to house the following central components (amplifiers, wireless equipment, etc.) and audiovisual processing and control equipment:
- a. Audiovisual switcher and base control processor
 - b. Digital audio signal processor and surround sound processor
 - c. Wireless microphone receivers and ALS transmitter
 - d. Future space (5RU) for video codec and/or Streaming or AV archival appliance
 - e. Audio amplifiers
16. A standard presentation podium will be included with matching wood veneer approved by architect.
17. Specific equipment to this room will be:
- a. Projector: Provide two blended 5K lumen high-contrast 4K (4096 x 2160) Boxer model from Christie Digital or equivalent. Lensing to be included for dome projection. Accommodate aspect ratio for projection screen with down angle & image keystoneing. Accommodate for active 3D signal output for IR based emitter system with IR emitters for use with active stereo 3D eyewear.
 - b. Projector: Provide secondary 6K lumen WUXGA model projector for standard classroom presentation. Lensing to be included for long throw distance on curved surface. Accommodate aspect ratio for projection screen with down angle & image keystoneing.
 - c. Spare Lamps: Provide two spare lamp and filter kits for primary blended dome projectors. Provide two spare lamp and filter kits for secondary projector.
 - d. 3D System Hardware: Provide IR system for active stereoscopic 3D system in concert with main blended dome projection system. Computer to have 3D enabled video card with 3D sync buss connector installed and interfacing with both primary dome projectors. 3D IR emitters shall be included and placed within the room to flood space appropriately for positive interfacing and coverage for room occupants and their glasses. Include 90 pairs of IR-based active stereo 3D eyewear from XPAND or approved tested equivalent.
 - e. Display Imaging and Calibration Software: Provide software and fixed USB 21 mega-pixel camera from Christie Digital, Scalable Displays or approved equivalent to accommodate auto-image alignment and video masking. Auto-alignment and auto-blending shall be connected

to main display computer for image map and render file. Auto-alignment function shall be activated by application start on host PC upon need by Owner. Image map shall be built for use on both the primary blended dome projection system and secondary classroom presentation projector. Auto calibration system shall accommodate edge blending, Gamma/color matching and brightness/contrast uniformity on the dual dome projectors.

- f. Computer(s) and Peripherals: Provide (2) rack-mount computer systems as appropriate to accommodate the software applications and presentation requirements for the Virtual Science Lab environment. Include (2) 24" high-resolution desktop monitors and third 24" monitor for graphics processing. Include mouse and keyboards as applicable for application with PC(s). Include desktop joystick control. Include dual speakers on desktop for stereo playback. Include Ethernet CAT6 patch cables to Owner network. Provide one spare rack-mount PC as "hot-swappable" system. Computers to have 3D enabled video card with 3D sync buss connector installed and interfacing with both primary dome projectors.
- g. Presentation Software and Applications / Curriculum: Provide software packages to be used for Virtual Science Lab environment and instruction. Include the options (not limited to):
 - (i) Show Builder
 - (ii) Star Field
 - (iii) Screen Image Snapshot Taker and Library
 - (iv) High-Resolution Planetary Systems / Fly-over
 - (v) NOAA Science on a Sphere
 - (vi) Video Content Library
 - (vii) Support for Keyhole Markup Language (KML) for additional scientific program information integration
 - (viii) Planetarium System and Star Field Viewer / Starry Night Sky Curriculum
 - (ix) Hayden Planetarium Digital Universe
 - (x) Earth Systems including orbiting satellites, weather generator, land mass viewer
 - (xi) Google Earth (professional model for educators)
 - (xii) Gaia 3D (optional price)
- h. Wireless Presentation System: Provide Extron ShareLink 200 connected via HDMI to the presentation system and via LAN to the Owner data network to accommodate wireless presentation capabilities.
- i. Instructor Station: Provide integrated ADA approved desk with integrated or side equipment rack (see also Equipment Rack below) to accommodate all presentation system equipment, sources and computers. Include the options (not limited to):
 - (i) Three VESA monitor adjustable mounting arm to accommodate 24" monitors
 - (ii) Up to three PC mounting cradles or rack shelves
 - (iii) Top surface Power/data connection plate
 - (iv) Top surface HDMI connection plate
 - (v) Cooling fan kit for rack equipment
 - (vi) Power Distribution Unit(s)

- j. HDMI Distribution & Switching: Provide 4K compliant presentation switcher or card frame system and appropriate combination of digital and analog video I/O cards ready to support 4K video distribution. Include Ethernet CAT6 patch cable to Owner network. I/O cards required per final signal model for all sources and destinations.
- k. Digital Signal/HDMI Transmitters/Receivers: Provide digital HDMI transmitters for transmitting remote classroom sources to main digital presentation switch. Provide scaling receiver at secondary projector to fit all outbound resolutions to screen aspect ratio. Provide 4k digital signal receivers as required at primary projectors. As applicable, provide Power over Ethernet injectors powering receivers and transmitters.
- l. Control Processing: Provide control processor from that will satisfy the control elements and parameters of the system. Use all related expansion devices, cards, power supplies, etc. to satisfy system requirements. Control system will be attached to campus network for remote management. All program hooks will be included to accommodate. Include control provisions for lighting interfacing and screen LV control. Include Ethernet CAT6 patch cable to Owner network.
- m. Lighting controls. Coordinate final configuration with Owner at project kick-off. Provide all related control expansion devices, cards, power supplies, etc. to control room standard lighting presets.
- n. Control panel: Provide wireless handheld control device. Provide desktop control panel or display application solution for easy and basic operation. User Interface pages to include control of source, display and routing sources and functions as required (but not limited to):
 - (i) Welcome - Start-up /power down
 - (ii) Source selection and preview window and projector routing screen as applicable (but not limited to):
 - (a) PCs
 - (b) Laptop HDMI
 - (c) Doc Cam
 - (d) Wireless Collaboration Appliance
 - (e) Auxiliary & Remote Connections (e.g. Feed from Rooftop Telescope)
 - (f) Projector Image Mute (separate from audio)
 - (g) Basic level controls for source & mics (Note: Expanded level controls to be done through more comprehensive DSP user interface / mock mixing console)
 - (iii) Room controls as applicable (but not limited to):
 - (a) Lighting preset parallel control / recall
 - (b) Mic (separate from source) gain up/dwn/mute
 - (c) Program (separate from mic) gain up/dwn/mute
 - (d) Closed Captioning toggle (as applicable by source)
 - (e) Helpdesk request
 - (f) Technical / Advanced page including extended audio level control options, etc. as applicable (password protected)
 - (iv) Special / advanced controls will include (but not limited to):

- (a) Manual audio and video crosspoints override
 - (b) Projector lamp hours used / estimated remaining
 - (c) Fire/Life-Safety System Interconnection for audio muting on trigger
 - (d) GUI emulation for computer control
- o. Digital-audio Signal Processing (DSP) equipment: As appropriate, provide fixed or card frame and I/O cards as required to accommodate all audio sources inputs and destinations. Include echo-cancellation support, and network interface. One spare input card and one spare output card are included to support paging system ties. Include Ethernet CAT6 patch cable to Owner network.
 - p. Audio Amplifier for 5.1 Wall Speakers: Provide appropriate multi-channel amplifier to accommodate all speakers.
 - q. Audio Amplifier for Subwoofer: Provide one appropriate rated sub amplifier.
 - r. Front Center/L/R & Side Wall Speakers: Provide QSC #AD-282H or equivalent from Tannoy, EAW, JBL or other approved manufacturer. Speakers to be matte black in color and shall be mounted behind perforated dome screen.
 - s. Rear Surround Speakers: Provide QSC #AD-82H or equivalent from Tannoy, EAW, JBL or other approved manufacturer. Speakers to be matte black in color and shall be mounted behind perforated dome screen.
 - t. Surround Sound Processor: Provide Onkyo PR-SC5509 or equivalent from Extron, Crestron or other approved manufacturer to accommodate a BASIC surround sound audio experience. Surround signals to come in on HDMI input to provide proper audio to video sync.
 - u. Wireless Microphones: Provide Sennheiser #EW110 G3 wireless microphone or approved equivalent from Shure. Use antenna extensions for front wall mounting as required. Microphone shall be configured in audio system to be heard both through the ALS equipment and through the front L/C/R presentation speakers (though the surround system) for voice reinforcement.
 - v. ALS Equipment: Provide 216MHz range RF transmitter/receiver set for installed condition consisting of antenna(s) as required, microphone transmitter, 4 wireless portable receivers and spare ear buds, rechargeable batteries and charging case. Use Listen #LS-04-216. Use antenna extensions for mounting as required behind dome screen. Ensure proper signal receiving throughout room and at all seat positions.
 - w. Document Camera: Provide Lumens DC-265 or approved equivalent from Epson. Include Kensington master-keyed cable lock #K64187 to secure to appropriate surface.
 - x. Equipment Rack: Provide Middle Atlantic or approved equivalent free-standing enclosed cabinet to accommodate required processing and display equipment not located directly within the Instructor Desk. Include forced air fan and intake/exhaust system in each bay for cooling of video processing equipment and computers. Provide 15-30 rack-unit tall with PDU. Include all rack rails, power distribution, hardware, shelves and blank / vent RU panels as required for complete system equipment installation. Fan to be Middle Atlantic #QFAN & GUARD and shall have one fan installed per bay to evacuate the heated air from the rear of the credenza. Provide thermal sensing to activate fan system(s) as required.

- y. Network switch: Include one Cisco #SRW2008-K9-NA 8 port PoE Ethernet 10/100/1000 POE switch for rack equipment. Coordinate with Owner IT department for switch compliance and final manufacturer preference.
 - z. Circuit Protection: Provide Surge-X #SX2120 power conditioner or equivalent from Middle Atlantic.
18. Refer to drawing AV5.01 for signal flow diagram.

2.5 SUBSTITUTIONS

- A. The acceptability of a proposed substitution to a specified Audiovisual Equipment item shall be considered under the following terms listed in the "Substitutions" column of the equipment list spreadsheet (Appendix A):
 - 1. The term "No Substitutions" shall denote that only the listed product(s) are acceptable and no substitutions will be considered or approved.
 - 2. The term "Or Equal as Approved" shall denote that equivalent products will be considered as alternatives to the specified products pending approval from Audiovisual Consultant.
 - 3. The term "Or Equal" shall denote that functionally equivalent products shall be acceptable without written approval by Audiovisual Consultant.
- B. Where a specified item has been discontinued by the manufacturer and/or replaced by a new model, Audiovisual Consultant may require submission of the new model for evaluation prior to acceptance as a substitute.
- C. Where a manufacturer is listed as "comparable" but a specific model number is not indicated, the comparable products must meet all the listed specifications as a minimum, and the primary specified product (manufacturer and model number) shall be used as the basis of design.
- D. Product substitution is allowed only by expressed written consent of Audiovisual Consultant.
- E. The Audiovisual Integrator shall be fully responsible for making a substitute product match the requirements, description and functionality of the originally specified product regarding all options, accessories and external interface requirements.

2.6 SOFTWARE

- A. General
 - 1. The Audiovisual Integrator may retain intellectual rights to the operating software unless agreed upon otherwise with the solution provider.
 - 2. The Owner shall be granted a license in perpetuity for use.

3. All source code becomes the exclusive property of the Owner unless agreed upon otherwise with the solution provider.
4. All source code changes must be fully documented. Updated programming (compiled and un-compiled hard and soft copy versions of code) must be updated and located at all equipment rack locations and for all equipment manuals.
5. Source code changes and/or additional programming will be warranted by the vendor for a period of 1 year with the Audiovisual Integrator responsible for any required diagnosis and repair.
6. All manufacturer's software operating system updates, bug fixes, patches, etc., shall be installed as part of the periodic system maintenance of the system during the warranty period.
7. An acceptance test will be performed at commissioning during which the software and any additional code changes or upgrades must perform accurately and be error free.

B. Audiovisual System Control Software

1. Audiovisual System Control Software shall facilitate operation and/or status monitoring of all designated Audiovisual Equipment.
2. Graphical User Interface designs shall conform to Owner's graphic standards and guidelines for use of logos or other graphical treatments where applicable.
3. Coordinate and integrate requirements for lighting control presets with control panel scene recall where appropriate.
4. Coordinate with Client for all required IP address range and info for AV networked devices and supply any specific requirements for network parameters (MDO for switches, multicast for streaming, bandwidth and port settings for videoconferencing, etc.). Configure and record all final IP address information and supply final listing of devices and their information to Client IT Department.
5. Configuration of all networked AV devices with appropriate settings and instruction on how to access remotely for support of management. Tie all control system and networked AV peripherals into main Client or specific management software package (either included in this scope or existing system) for remote control, management and support.

2.7 DEVICE PLATES

- A. NEMA "gang-type" device and cover plates shall be standard (or "jumbo" size as required) with color and finish as specified by the Architect.

- B. Device plates other than NEMA "gang-type" plates shall be 1/8" aluminum or 1/16" stainless steel or other material/finish as specified by the Architect.
- C. All device plates shall be sized to fully cover the mounting box and rough opening.
- D. All text and graphics shall be engraved. Colors and type font shall be as specified by the Architect.
- E. Detailed shop drawings of device plates and panels showing all finishes, dimensions, labeling and cutout information shall be submitted prior to fabrication.
- F. Blank cover plates shall be provided at all wall, floor and ceiling boxes that do not have device plates installed. Material/finish shall be as specified by Architect.
- G. At ceiling mounted video projector locations and other "non-connectorized" plates, provide a secured grommet in ceiling tile or a grommetted hole in a blank plate. Acceptable: ProCo Plateworks® / Captain NEMA® or comparable by RCI, Wireworks, Whirlwind, Panel Authority, Panel Crafters, custom by Audiovisual Integrator.

2.8 FIXED INSTALLATION CABLE

- A. The cable types listed in the table below are specified for fixed installation within the base-building raceway and within fixed equipment racks. Unless specifically noted elsewhere, these are NOT acceptable for flexible cables used within lecterns or credenzas or for connection of portable equipment.
- B. Where plenum rated cables required, plenum equivalents shall meet the same performance characteristics as non-plenum cables listed below
- C. All speaker cable shall be sized by the Audiovisual Integrator to produce less than 1dB of loss in the speaker/cable circuit.
- D. All video cable shall be sized by the Audiovisual Integrator to meet the criteria listed in Paragraph 3.3 D. 6.
- E. The Audiovisual Integrator shall select the UTP cable type (Cat 5, Cat5e, Cat6, MediaTwist, etc.) for correct operation of AV over UTP equipment.

Signal Type	Description	Acceptable Mfgs
Audio (analog line/mic level)	Shielded twisted pair, 22 AWG	Belden 9451, Liberty 22-1P-EZ
Audio (digital)	110 ohm, Low Capacitance STP	Belden 1800B, Liberty 24 1p DIG-AUDIO
Audio Speaker Level, constant voltage	Stranded 18 AWG	Belden 5300UP, Liberty 18-2C

Audio Speaker Level 8 ohm, short run	Stranded 16 AWG	Belden 5200UP, Liberty 16-2C-TTP
Audio Speaker Level 8 ohm, medium run	Stranded 14 AWG	Belden 5100UP, Liberty 14-2C-TTP
Audio Speaker Level 8 ohm, long run	Stranded 12 AWG	Belden 5000UP, Liberty 12-2C-TTP
Audio Speaker Level 8 ohm, long run	Stranded 10 AWG	Belden 5T00UP, Liberty
Bundled RGBHV with optional control and audio pairs	Composite cable with mini hi-res coax	Belden, Extron, Liberty with video, audio, control elements as required
Baseband Video	RG-59	Belden 1505A
CATV Trunk Line	RG-11U Quad Shield	Belden 7731A
CATV Drop Line	RG-59U Quad Shield	Belden 9100, Liberty RG59-CCS
Control (Cresnet, Axlink)	STP 22 AWG UTP 18 AWG	Liberty LLinx-U, Belden 1502P or control system mfg certified equal
Control (serial, dry contact, etc)	Varies	Belden, Liberty, West Penn
Fiber for data transport	Varies	Client std mfg and type (MM/SM)
Fiber for AV signal transport	Varies	Client std mfg and type (MM/SM)
UTP for media transport (non IP)	CAT 5e or CAT 6 as req	Cat 5e- Belden 1701A Cat 6-1874A (orange jacket)
UTP for control (non IP)	CAT 5e or CAT 6 as req	Cat 5e- Belden 1701A Cat 6-1874A (orange jacket)
UTP for control (IP based)	CAT 5e or CAT 6 as req	Client std mfg and data color
UTP (IP transport)	CAT 5e or CAT 6 as req	Client std mfg and data color
UTP (Network cabling/patch cords)	CAT 5e or CAT 6 as req	Client std mfg and data color
UTP (Network crossover)	CAT 5e or CAT 6 as req	Client std mfg and data color (red if no Client standard exists)
Lectern, credenza, cart and portable cables:	Use highly flexible, pre-made or molded cables. Select AWG, number of conductors, pairs and/or shield as required depending on specific function	Extron or Liberty as required
Other Cable Types not listed		Cable shall be submitted for approval prior to installation
Digital Media™ 8G	Proprietary vendor cable	Crestron DM or plenum ver. or approved Shielded CAT6 equivalent - Configure in system for

		type. Cable / termination to support video content up to 4k resolution.
Digital Media™ 8G Fiber	Proprietary vendor cable	Crestron DM or plenum ver. or approved equivalent. Cable / termination to support video content up to 4k resolution.
HDMI	High speed HDMI cable	AMX, Crestron, Extron or acceptable equivalent for distance reqd.
Note: Substitutions must be submitted for approval however CommScope, Canare, West Penn, and Extron cables are generally acceptable provided the cable meets or exceeds the performance of those cables shown above.		

2.9 CONNECTORS

Connector Type	Acceptable Mfg and Model
1/4 Inch Cable Connectors	Neutrik "NP" Series or comparable product by Switchcraft.
BNC Cable Connectors	3 piece, true 75Ω crimp type. (Must be compatible with cable type.) Kings, Liberty, Extron, Canare, ADC, Trompeter, Cambridge
F Cable Connectors	True 75Ω crimp type. (Must be compatible with cable type.) Gilbert, Trompeter, T&B
Loudspeaker Cable Connectors	Neutrik Speakon NL4FC or NL8FC
XLR Cable Connectors	Neutrik "X" series or comparable product by Switchcraft
RCA Cable Connectors	Canare RCAP-C*, Liberty Z400 Series
Recessed BNC Panel Connectors	Neutrik NBB75DFIB or comparable product by Canare for rack panels or wall plates (recessed).
Non-recessed BNC Panel Connectors	Neutrik NBB75FI or comparable product by Canare (with insulating washers) for floor boxes (non-recessed).
RJ-45 (Data) Panel Connectors for non IP Signals	Neutrik NE8FAV-Y110 or comparable product by Canare for rack panels or wall plates (recessed).
RJ-45 (Data) Panel Connectors for LAN	All LAN Jacks must match client standard mfg and color
Electrical/Electronic Hardware	Telco 66-type punch blocks are not acceptable. All materials located in plenum spaces must be plenum-rated. Phoenix UK, USK series or comparable product by Cinch, Beau for terminal barrier strips; provide marker strips.

	ADC ICON series or comparable product by AVP, Switchcraft for split ring punch blocks; provide marker strips. Trimm 426J-3 or comparable product by ADC for x-mas trees; provide identification strips.
Digital Media™ 8G	Crestron DM connector type. Shielded RJ45 for Shielded CAT6 grade (match to cable type – must match at both ends and be configured in system for type.
Digital Media™ 8G Fiber SC	Crestron DM SC Fiber connector type or approved equiv.

2.10 Rack Enclosures & Accessories

- A. Gang-able rack enclosures shall be used in locations where two or more racks are grouped together. Height and quantity as indicated on drawings. Unless otherwise specified, the enclosure depth shall be 36” minimum. Finish shall be black powder coat. Acceptable: Middle Atlantic series WRK, or comparable by CPI, Atlas Sound, Lowell, or Stantron.
- B. Provide the accessories noted below for each gang-able rack enclosure. All accessories shall be from the same manufacturer as the rack enclosure.
 - 1. Side panels (for end racks of each group of racks)
 - 2. Cable chase (as required)
 - 3. Vented top and solid rear door
 - 4. Grounding stud in top rear of rack
 - 5. Forced air ventilation configured for equipment and heat loads
 - 6. Full height rear mounting rails
 - 7. Full height solid copper bus bar bonded to rack
 - 8. Rack work light
 - 9. Horizontal lacing bars (as required)
 - 10. Seismic base and support
 - 11. Switched & circuit protected vertical power strip(s)
- C. Stand-alone rack enclosures shall be used in locations where single racks are specified. Height and quantity as indicated on drawings. Unless otherwise specified, the enclosure depth shall be 32.5” minimum. Finish shall be black powder coat. Acceptable: Middle Atlantic series WRK-SA, or comparable by Atlas Sound, Lowell, or Stantron

- D. Provide the accessories noted below for each stand-alone rack enclosure. All accessories shall be from the same manufacturer as the enclosure.
1. Solid top and solid rear door
 2. Grounding stud in top rear of rack
 3. Forced air ventilation configured for equipment and heat loads
 4. Full height rear mounting rails
 5. Full height solid copper bus bar bonded to rack
 6. Rack work light
 7. Horizontal lacing bars (as required)
 8. Caster base or seismic base
 9. Switched & circuit protected vertical power strip(s)
- E. Slide-out rack enclosures shall be used in locations where single racks are located within millwork. The height and quantity shall be as indicated on drawings. Acceptable: Middle Atlantic series SRSR-2-X (X = # of RU applicable), or comparable by Atlas Sound, Lowell, or Stantron. Confirm and coordinate the total height available within millwork or cabinetry for total number of rack-units (RUs) to fit.
- F. Provide the accessories noted below for each slide-out rack. All accessories shall be from the same manufacturer as the rack enclosure.
1. Grounding stud in top rear of rack
 2. Full height rear mounting rails
 3. Full height solid copper bus bar bonded to rack
 4. Forced air ventilation configured for equipment and heat loads
 5. Horizontal lacing bars (as required)
 6. Switched & circuit protected horizontal power management
- G. Wall mounted rack enclosures shall be used where indicated on drawings. The height and quantity shall be as indicated on drawings. The depth shall be a minimum of 22" with a black finish. Acceptable: Middle Atlantic series DWR, or comparable by Atlas Sound, Lowell, or Stantron.

- H. Provide the following accessories for each wall mounted rack. All accessories shall be from the same manufacturer as the rack enclosure.
 - 1. Grounding stud in top rear of rack.
 - 2. Full height solid copper bus bar bonded to rack.
 - 3. Horizontal lacing bars (as required).
 - 4. Forced air ventilation configured for equipment and heat loads
 - 5. Switched & circuit protected horizontal power management

2.11 DISPLAY DEVICE MOUNTS

- A. Provide wall or ceiling mounts as required for all flat screen displays
- B. Wall mounts for flat screen displays shall provide vertical and horizontal position adjustment, and tilt and swivel adjustment. Acceptable: Premier Mounts or comparable product by Chief, Crimson AV, or Peerless unless otherwise shown on drawings. Color to match architectural environment where possible.
- C. All video projector mounts and ceiling mounted flat panel mounts shall provide infinite projector adjustment up to 30° pitch, 30° roll and 360° yaw. Acceptable: Premier Mounts or comparable product by Chief, Crimson AV, or Peerless unless otherwise shown on drawings. Color to match architectural environment where possible.

END OF SECTION

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before commencing the Audiovisual Integrator shall verify proper completion of the following work by others:
1. All low voltage cable containment and other infrastructure, including, but not limited to, the following:
 - a. Junction boxes and conduit installed per drawings and specifications.
 - b. Conduit stub-outs finished appropriately to prevent cable abrasion.
 - c. Pull boxes installed per NEC based on total number of turns and angles and on linear feet of conduit.
 - d. Pull strings installed in all conduits.
 - e. Cable tray installed and accessible as specified.
 2. All line voltage (120VAC) electrical power services, including verification of service levels, circuiting, grounding and other critical criteria.
 3. Fixed millwork and furniture systems.
- B. Confirm with the Owner and the Owner that all work performed by others that impacts the work of the Audiovisual Integrator and the Audiovisual System installation has been completed satisfactorily. Also confirm that any remaining work to be completed will not adversely affect the work of the Audiovisual Integrator of the Audiovisual System installation and/or performance.
- C. Provide written notification of any problems impacting the Audiovisual Integrator's work to Audiovisual Consultant. Failure of the Audiovisual Integrator to notify the Architect and/or Audiovisual Consultant in a timely manner of incomplete, inadequate, unfinished or otherwise unacceptable pre-requisite work by other trades in the base-building infrastructure will not relieve the Audiovisual Integrator of the responsibility to complete the work under this contract.

3.2 INSTALLATION

- A. General
1. All equipment and enclosures described in this Specification shall be installed plumb and square unless specifically detailed otherwise.

2. All Audiovisual Equipment, except that designated as movable, portable or loose equipment, shall be secured and permanently attached to racks or other appropriate rigid surface in a manner which will require the use of a tool (e.g.: screw driver, nut driver, etc.) for removal.
 3. All Audiovisual Equipment installed in a manner or location that may visually impact the finished appearance or functionality of any part of the facility shall be coordinated and approved by the Architect and/or the Audiovisual Consultant prior to installation.
 4. All Audiovisual Equipment supports shall meet or exceed the load requirements of the intended application with a minimum safety factor of five times the actual load.
 5. Provide support structure and hardware with a SAE Grade 8 load rating (min.).
 6. Secure all external hanging devices (speakers, cameras, etc.) with 3/16" diameter stainless steel cable tether to main wall/ceiling attachment point for secondary seismic support.
- B. Equipment Racks
1. Electrical power distribution
 - a. Provide labels on receptacles indicating branch panel and circuit number.
 - b. See drawings for details of power raceway entering and mounting inside rack.
 - c. Power loads on outlet strips should be equalized for even load distribution.
 - d. Power cable attachment to outlet strips should be secured with remaining slack cabling bundled and secured leaving only enough to remove from outlet when serviced.
 2. Provide a full height, technical ground bus bar in each vertical equipment rack, mount adjacent to the power raceway and electrically bonded to rack.
 3. Install rack mounted equipment as indicated on the approved Audiovisual Shop Drawings, and make all connections within the racks before delivery to job site.
 4. Provide vents or blank panels in unused equipment spaces.
- C. Conduit and Raceways
1. Where cabling transitions from the building distribution infrastructure into equipment racks, provide strain relief and insulation as necessary to protect the cables.
 2. Segregate cabling within conduits by signal and cable types.

3. Do not exceed 40% fill in conduits.

D. Cable Dressing

1. Cable dressing shall be considered from a maintenance standpoint. Suitable service loops shall be provided to allow removal of equipment, or to extend equipment that is mounted in the rack on rack slides. Where there is no rear access to the rack mounted equipment, this requirement shall be carefully addressed, and cabling shall be of sufficient length to enable the removal and replacement of any individual piece of equipment with all others in place.
2. It is expected that the Audiovisual Integrator will fabricate some portions of the systems off-site. Pre-wiring is acceptable provided that the pre-wired assembly can easily be transported to its final location without complication, and without risk of cable or equipment damage. Use of intermediate connections for inter-rack cables is not acceptable.
3. Equipment specified as "Future" shall be accommodated with cables installed and routed normally, with the un-terminated end being labeled, sealed in a plastic bag, and tagged appropriately.
4. The Audiovisual Integrator shall be responsible for determining the proper length of all cables whether manufactured on or off the job site.
5. The Audiovisual Integrator shall determine the desired method of securing cables. All of the following requirements must be met by the system:
6. Plastic cable ties are the preferred method of cable lacing. Lay-in systems are not acceptable except as applied to a horizontal cable tray.
7. Wires and cable shall be installed in a neat and orderly fashion, with like cable types following similar paths. Groups of cables shall be neatly combed and harnessed. Harnessed groups of cables shall be anchored at suitable intervals to reduce and relieve wire strain, especially strain on connections. Adequate service loops shall be provided at all cable endpoints.
8. Some rack-mounted equipment utilizes slide assemblies for front extension while in operation. For this type of mounting, additional, carefully dressed service loops on all cables shall be provided and installed with spring operated cable retractor assemblies to gather and recoil the service loop.
9. For all schemes of cable routing, no point in the path shall be subjected to a bend radius of less than eight (8) times the cable diameter, or minimum cable bend radius specified by the manufacturer.
10. Captive cables shall not be laced in such a manner as to prevent removal of the equipment to which they are captive.

11. Wires and cables shall be segregated according to signal type. In addition, audio cable shall be subdivided into three (3) classes: microphone level circuits, line level circuits, and speaker level circuits.
12. Microphone level audio circuits shall be kept at least three inches (3") from any other type of parallel signal circuits and at least six inches (6") from any parallel AC power circuits.
13. Speaker level audio circuits shall be kept a minimum of three inches (3") from line level audio and AC power circuits. All other signal circuits shall be kept at least three inches (3") away from any parallel AC power circuits.
14. Where circuits of different types must cross, they shall do so at right angles and then return to the above required separations in as short a distance as possible.
15. Conductors, wires, and cables shall be continuous between termination points. Splices are not acceptable.
16. Cable tie and lacing installation shall be accomplished using hand tools specifically designed to apply proper tension to the cable tie, and to cut the end off flush with no protruding sharp edges. The Audiovisual Integrator's field supervisor shall spot check assemblies using cable ties both visually and by touch, thereby detecting any sharp edges of improperly cut cable ties. Install cable ties on all cable runs of two or more cables that are not supported by raceway, cable tray, or other means. Place cable ties approximately six inches (6") apart. Do not use more cable ties than are necessary for a neat installation. Cable ties shall not be applied with excessive force that may damage or deform sensitive and fragile cables.
17. Rack mounting rails shall not be used for cable lacing. Lacing bars and/or tie mount bases mounted to cabinets or console shall be provided where appropriate.

E. Labeling

1. Provide permanent, self-adhesive, engraved labels on the following (use 1/8 inch letters with contrasting core):
 - a. Front panel of rack mounted equipment to indicate system designation and/or functionality (e.g. Automixer 3, Press Feed, ADA, Speech Amp-Zone A, etc.).
 - b. Terminals (all types) to indicate system designation and/or functionality.
2. Provide permanent, self-adhesive labels on the back of rack mounted equipment to indicate system designation and/or functionality. Text shall be identical to equipment front panels noted above; however, labels for equipment back panels do not need to be rigid, engraved labels.

3. Identification “Vanity Panels” may be used and located at the top most panel location of each equipment rack to identify the Audiovisual Integrator as well as the Audiovisual Consultant.
4. Provide engraved text or graphics directly on the following (use 1/8 inch letters with contrasting paint fill):
 - a. Receptacle plates and panels.
 - b. Rack panels.
5. Provide heat-shrink labels on both ends of all installed cabling. Use self-adhesive wire numbers under clear heat-shrink, direct-printed heat-shrink or direct-printed self-adhesive wrap-around.
6. Provide printed tags 6 inches from the male connector end on all portable cables.
7. Do not indicate the Audiovisual Integrator’s name on movable, portable or loose equipment, control panels or wall plates.
8. Text, graphics and colors used on labels visible on finished surfaces visible to Audiovisual System end-users must be approved by Audiovisual Consultant before fabrication of labeling, plates or other labeled items.

F. Wiring

1. Do not make any in-line wire splices unless specifically approved and noted.
2. Use only wire pulling lubricants specified by the wire manufacturer.
3. Provide grommets or chase nipples at cable entry where conduit is not installed.
4. Provide cable anchors for any cable or cable bundle ≥ 1 inch diameter. Do not use self sticking adhesive cable anchors.
5. Provide a service loop for each cable that connects to equipment in racks or AV furniture.
6. All cables to or from a movable lectern, cart, or desk or lectern shall be highly flexible cable, specifically designed by the manufacturer to be flexed repeatedly. Permanent installation type of cable is not acceptable for this application.
7. Do not install HD-SDI cable or Category type cables with plastic wire ties. Use soft Velcro based cable ties located at random distances apart.

G. Service and segregation of installed cables:

1. Refer to AV Drawing package for standard wiring termination and labeling details, standard cable segregation requirements and any special condition wiring details.

H. Terminations

1. Use crimping tools recommended by the termination manufacturer. Use ratcheting crimp tools for spade lugs and Molex connector pins.
2. Provide insulated spade lugs for screw terminals, two lugs per terminal maximum.
3. Conductors in phoenix type connectors shall not be tinned.
4. Use properly sized spade lugs for cable gauge and screw size.
5. Terminate conductors with proper mating connectors.
6. Audio shield/drain wires shall not be connected to the connector body at any time.
7. Only one cable or set of wires should be installed into any single connector; do not loop cable in and out of a connector. Provide a terminal block to parallel any audio signal wiring.
8. Dual channel audio circuits using 5-pin XLR-type connectors should be made using a dual twisted pair type cable (Canare Star Quad, ProCo Ameriquad, or equivalent).
9. If multiple connection types are available on a given piece of equipment, the screw terminal type (including phoenix type) should be used as first choice, with XLR connections used as second choice, and other connectors as last choice.
10. Maintain proper polarity when wiring components and loudspeakers.
11. Provide vertically mounted 1/2 inch plywood or 1/8 inch thick blank panels for mounting terminal strips. Do not mount terminal strips on the bottom of racks. Do not connect field cabling directly to rack mounted equipment without approval.
12. When using BNC cable, use only true 75 Ohm BNC cable end connectors designed for the intended coaxial cable required. Apply connectors with a crimp die certified for use with the intended coaxial cable and BNC. Feed thrus must also strictly maintain 75 Ohms.
13. For HD-SDI, do not use any connectors or feed-thrus not specifically rated through 1.5 GHz digital bit rate.

3.3 QUALITY CONTROL

- A. Using the necessary test equipment, record and report to Audiovisual Consultant the results of all tests called for under this heading and as noted elsewhere.

- B. Correct or replace at no expense to the Owner any component that does not meet the manufacturer's specifications or indicated performance during any test.
- C. AV System Shop Tests:
1. DC Resistance - Record the DC resistance of each rack chassis to the chassis of each rack mounted component. Verify resistance to be $<1\Omega$. If impedance for any piece of equipment is $>1\Omega$, troubleshoot and address the problem, then retest and record results.
 2. Audio Systems – For each system, set equipment to unity gain (microphone preamplifiers at 40dB gain) and test all system audio inputs to normally configured system electronic outputs (not speakers). Record frequency response noting test device and source used, source input levels and system output levels. Measured frequency response shall meet or exceed manufacturer's specification for all individual units in the signal path. Measured signal level shall not exceed $\pm 1\text{dB}$ within the 80 Hz to 20 kHz bandwidth.
 3. Audio Equipment – If the audio system tests reveal problems with the equipment or system wiring or installation, the Audiovisual Integrator shall troubleshoot all individual equipment inputs to equipment outputs until the problem is determined and resolved. Then retest system inputs to system outputs per paragraph above and record results.
 4. Video Systems – For each room system, test all system inputs to normally configured system outputs with commercially pre-recorded, calibrated source media. Record video gain, response and noise noting test device and source used, source input levels and system output levels.
 5. Video Equipment – If the video system tests reveal problems with the equipment or system wiring/installation, the Audiovisual Integrator shall troubleshoot all individual equipment inputs to equipment outputs until the problem is determined and resolved. Then retest system inputs to system outputs per paragraph above and record results.
 6. RF Systems – Test each system input to system outputs for all equipment supplied under this contract. Record output level and slope of each RF video system under test conditions. Use the following signals and device settings:
 - a. Test signal of 1 V p-p, 75% color bars at input to modulators.
 - b. All modulators connected and set to 2dB below maximum output.
 7. RF Equipment - If the RF system tests reveal problems with the equipment or system wiring/installation, the Audiovisual Integrator shall troubleshoot all individual equipment inputs to equipment outputs until the problem is determined and resolved. Then retest system inputs to system outputs per paragraph above and record results.
 8. Digital / HDMI Equipment – Follow current manufacturer required testing procedures for specific digital-based equipment. Test and verify using both a laptop with DisplayPort or

HDMI support and with an appropriate test generator such as a Sencore MP500 (www.sencore.com).

- D. AV Systems Site Tests (at each AV equipment rack or group of racks) –
1. Test the following before connecting any AV equipment to 120VAC circuits -
 - a. Voltage between technical systems isolated ground and bonded non-isolated ground.
 - b. Voltages between hot/neutral, hot/ground and neutral/ground.
 2. After all AV equipment is installed and connected to all 120VAC circuits and IG conductors, record the current on isolated ground conductors. Current in excess of 2mA in any IG conductor is unacceptable. Troubleshoot, resolve and retest until current is <2mA and record final results.
 3. Test and record continuity of all cables and test for shorts between conductors and from conduits to conductors.
 4. Record the impedance of all loudspeaker circuits.
 5. Audio Systems absolute system polarity - Verify for all room input to room output audio paths as a part of systems tests, such that:
 - a. Positive acoustic pressure at the front of all microphones creates a positive voltage at the positive terminal of all line outputs and a positive acoustic pressure at all loudspeakers.
 - b. Positive voltage at the positive terminal of all line inputs creates a positive voltage at the positive terminal of all line outputs and a positive acoustic pressure at all loudspeakers.
 6. Video Systems - Measure all video paths from all in-room sources to all in-room displays.
 - a. Record gain, response and noise of each NTSC video system with all video circuits terminated with $75 \Omega \pm 1 \Omega$ under test conditions. Use the settings noted for video equipment in Paragraph 3.3 C.
 - b. Signal loss through any signal path shall not exceed 3dB at 400 MHz.
 - (i) Video line drivers or peaking amplifiers shall be added to meet this criterion.
 - (ii) Video line drivers or peaking amplifiers shall be added only when signal loss due to cable length exceeds this criterion and cannot be corrected by selecting a lower loss cable.

- (iii) Video line drivers or peaking amplifiers shall be adjusted to provide the least amount of correction to bring the signal within this criterion.
- 7. RF Cable - Measure all RF circuits under test conditions. Record output level and slope of each site installed RF cable. Measure each output using the following test signals:
 - a. +6dBmV RF input level (modulated color bars) at lowest and highest rated channel for system.
- 8. RF Systems - Each system input to system outputs at the closest and farthest tap on each cable run per floor. Record output level and slope of each RF video system under test conditions. Use the following signals and device settings:
 - a. Test signal of 1 V p-p, 75% color bars at input to modulators.
 - b. All modulators with gain controls connected and set to 3dB below maximum output.
- 9. Using a network analyzer with a fixed bridge, configured to 75 ohms, perform a S11 reflection measurement. Verify that each cable run maintains return loss, up to the clock frequency (1.485 GHz), greater than 20db. HD-SDI cable runs include all passive devices (e.g., connectors, feed-thrus, patches and patch cables). Identify each run link (including passive devices) and report values on shop drawings. Refer to SMPTE 292M, "Television-bit-serial Digital Interface for High-Definition Television Systems" SMPTE Journal, 107:849, Sept. 1998. See also "High Definition Cabling and Return Loss" in SMPTE Journal, January 2001.
- 10. Surround System Testing: Use appropriate microphone sensing equipment to test and configure surround sound levels, processor configuration and speaker positioning.
- 11. Digital / HDMI Testing – Follow current manufacturer required commissioning procedures for specific digital-based equipment used including (but not limited to): Blu-Ray™ / DVD players or other HDMI based content players such as AppleTV™, etc., computing equipment with digital (DisplayPort, HDMI, etc.) outputs, digital based media switchers or processing equipment, distribution systems, encoders/decoders, transmitters / receivers & display equipment.
 - a. Test and verify resolutions using both a laptop with DisplayPort or HDMI support and with a laptop computer (using appropriate EDID information) and an appropriate test generator such as a Sencore MP500 (www.sencore.com), Extron VTG-400 or other appropriate testing equipment.
 - b. Configure digital media switcher and/or end devices with all appropriate device resolutions and matching equipment EDID tables. Resolutions to support include (but not be limited to): 800x600,, 1024x768, 1280x960, 1280x1024x 1360x768x 1280x768, 1280x800, 1440x900, 1600x1200, 1080p, 480p, 720p.

3.4 SUBSTANTIAL COMPLETION INSPECTION

- A. Prior to the Substantial Completion Inspection, the Audiovisual Integrator must verify that he is prepared for the checkout session by filling out a checklist for each room based on field verification. This completed checklist must be faxed or emailed to Audiovisual Consultant before checkout.
- B. During Substantial Completion Inspection the Audiovisual Integrator will verify quality of workmanship, labeling, proper power/signal grounding and overall equipment performance. Audiovisual Consultant will also verify audio setup and equalization and projector adjustments and will test all basic AV system operations. Audiovisual Consultant will prepare a punch list of items the Audiovisual Integrator must address before Final Checkout.
- C. Substantial Completion Inspection will be scheduled after the documentation provided is approved.
- D. The Audiovisual Integrator's Project Manager or a senior technician who is familiar with the system and the control system programmer shall assist Audiovisual Consultant during the Substantial Completion Inspection. The tests will consist of a thorough test, set-up, adjustments and evaluation of all system performance and functionality. Include 16 hours on site for these tests.
- E. Following the Substantial Completion Inspection, Audiovisual Consultant will create a punch list of deficiencies that must be corrected by the Audiovisual Integrator within 7 calendar days. The Audiovisual Integrator must provide documentation indicating that the punch list deficiencies have been corrected no later than 7 calendar days after Substantial Completion Inspection.

3.5 FINAL ACCEPTANCE

- A. Prior to the Final Acceptance inspection, the Audiovisual Integrator must verify that he is prepared for the checkout session by again filling out the following checklist verifying that all systems are operational, as well as all punch list items from the Preliminary Checkout Session have been addressed and corrected. This completed checklist, one for each room, must be faxed or emailed to Audiovisual Consultant before checkout.

3.6 SYSTEM TESTING & OWNER ACCEPTANCE PROCEDURES

- A. Installation Testing and Adjustment
 - 1. The Audiovisual Integrator shall perform all tests and adjustments, shall furnish all test equipment necessary and perform all work required to verify performance of the system in accordance with these Specifications. When these initial tests and adjustments are completed, the Audiovisual Integrator shall notify the Owner that the systems are in compliance with the Specifications and are ready and complete for Acceptance Tests. The scope of this work includes, but is not limited to the following:

2. The acceptance testing process shall reference this Specification for specific system requirements. There are two distinct procedures in the overall acceptance testing process outlined in this section, the Substantial Completion and the Final Acceptance. Often times, punch lists and incomplete elements will preclude considering the first review of the systems to be the final acceptance of the systems. Typically, final acceptance occurs only after all punch lists are completed and the owner has had some time to work the systems (after the systems are substantially complete), final documentation is given to the owner, and all training is performed.
3. Additionally, the Owner shall retain the right to hire a consultant to test the technology systems. Delays to this consultant caused by incomplete work, improper wiring or inoperative equipment may result in consultant's time being billed to the Audiovisual Integrator at current consulting rates. In the event further adjustments are required, or defective equipment is to be repaired or replaced, tests shall be suspended or continued at the option of the Owner.

B. Substantial Completion

1. AV system substantial completion acceptance testing will consist of verifying overall system functionality, internal rack functions and wiring, external device functions and terminations, device operation, and completion of the Audiovisual Integrators testing procedures . The owner and Audiovisual Consultant will spot check the systems installed by the Audiovisual Integrator in accordance with the standards and practices delineated in the Specification documentation. The following requirements will be considered the basis for establishing substantial completion of the AV Systems.
2. Provide as-built equipment list.
3. Provide redlined design drawings, rack layouts, spreadsheets, and any other relevant and current documentation.
4. Integrator's Punch list: Provide an internally constructed punch list of known devices, cables, or systems that are incomplete. Audiovisual Consultant and the owner will construct another punch list after the substantial completion acceptance testing is performed that is based on the inspection and the Audiovisual Integrator's internally constructed list.
5. Test, adjust, balance, equalize and calibrate all equipment (including OFE) as required for optimum quality. Establish and tabulate normal settings for all level controls. These settings shall be recorded in the maintenance manual for reference.
6. Signal and Cable Testing and Documentation: Provide documentation on the point to point testing of all Fiber, CAT6, Audio, Video Inter-Room and Cabling, provided by the Audiovisual Integrator. The following will be tested for each of the respective category of cable and/or signal types:

- a. Audio: continuity, polarity, sound check
 - b. Speaker: impedance, polarity, proper zoning, buzz & rattle (frequency sweep), sound check, signal quality.
 - c. Video: signal continuity, proper routing.
 - d. Control: continuity & confirmation of control capability between designated control locations and control processors.
 - e. Data/Cat6: Bandwidth testing
7. Quality of Installation: The areas around the racks and consoles should be free of debris and excess wires. Racks, consoles, and equipment should be free from dirt and grease.
 8. Labeling and Terminations: All devices, including floor boxes, racks, termination panels, components, closets, panels, and cables should be terminated and labeled according to the Integrator's engineered plans. Visual spot-checking of wire dressing and terminations will be performed during the Acceptance Testing procedure.
 9. The Owner's technical staff shall be involved in recommending hardware and software system settings. The Integrator shall be responsible for providing the test equipment for the tests.
10. System Functional Completion Requirements:
 - a. The owner is encouraged to bring in specific testing and operation scenarios that the Integrator may run through.
 - b. The individual areas of the building and the corresponding audiovisual shall be tested for compliance with system functional descriptions described in the Technology Systems Performance Specification.
11. System Technical Performance Completion
 - a. Individual sub-system components of the integrated AV Systems shall meet or exceed the technical performance defined in the Technology Systems Specification. Testing of the performance of these systems is the responsibility of the Integrator and shall include:
 - b. During the Acceptance Testing procedure, each system will be spot checked to verify systems integration and inter-system operability. For instance, a laptop and/or microphone should be able to be plugged into an interface, and the audio routed to a desired speaker zone.
 - c. The Audiovisual Integrator shall supply any necessary testing equipment for Acceptance Testing including a continuity checker, laptop computers with software,

patch cables, and video test equipment. Also, video signal must be able to be routed, patched, and scaled or scan converted.

12. Architectural Integration Completion

- a. The Integrator shall be responsible for ensuring that the Audiovisual Systems are fully compatible with the architectural designs, equipment, fabrications and conditions described in the Audiovisual Systems Performance Specification.

C. Final Acceptance

1. The following items have been identified as items or systems that will not be required for substantial completion, but will be required for final acceptance of the systems:

- a. Completion of the Substantial Completion checklist
- b. Final Interface Design of control system screens (if applicable) and software provided to owner.
- c. Audio EQ and final levels
- d. Completion of all consultant and owner checklists
- e. All Training performed
- f. Final Software Configurations
- g. Review of maintenance agreement documentation, contact information, and procedures with the owner.
- h. Final As-Built Systems Documentation including spreadsheets, software, and drawings (in final CAD format)
- i. Final network device listing and IP address allocation and information.

3.7 TRAINING

- A. The Audiovisual Integrator shall provide sufficient training for the Owner's designated staff to become proficient in the general operation, routine maintenance, troubleshooting, and other basic system support functions. This training shall include up to 10 sessions of training totaling up to 40 hours by the Audiovisual Integrator or the equipment manufacturer. This training shall include a session or sessions that are focused on the Owner's designated technical staff and also a session or sessions that focus on the administrative and/or instructional staff. Training of end users will be provided by the Owner's technical staff. Training may include coordinated "on-the-job" event support as part of the 40 hours total training. Additional training shall be negotiated as additional scope unless agreed on as part of the base contract.

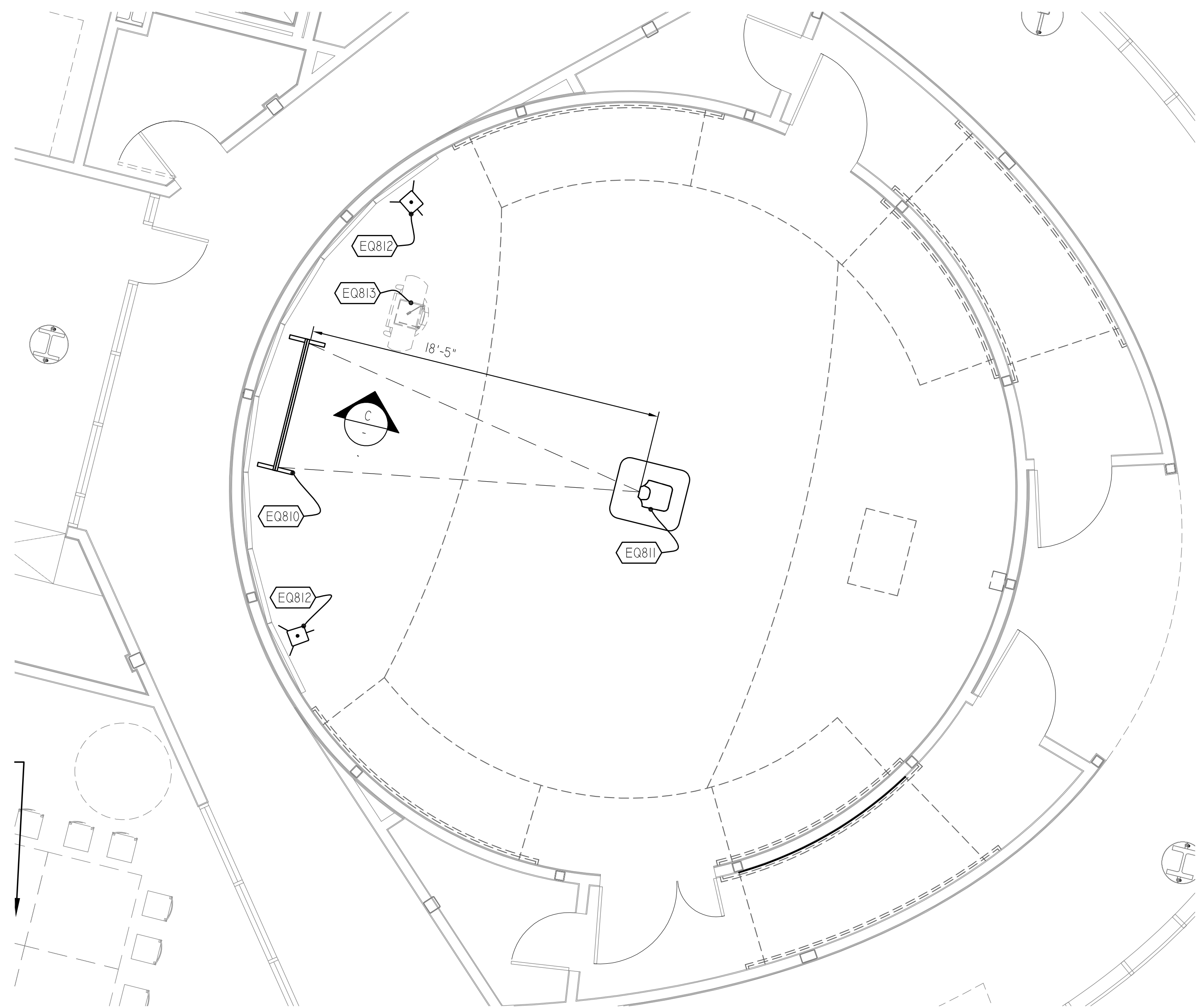
- B. Times of day for training must be coordinated with Owner availability including evening hours if requested for least disruption to Owner day time operations.

3.8 CONTRACT CLOSE-OUT

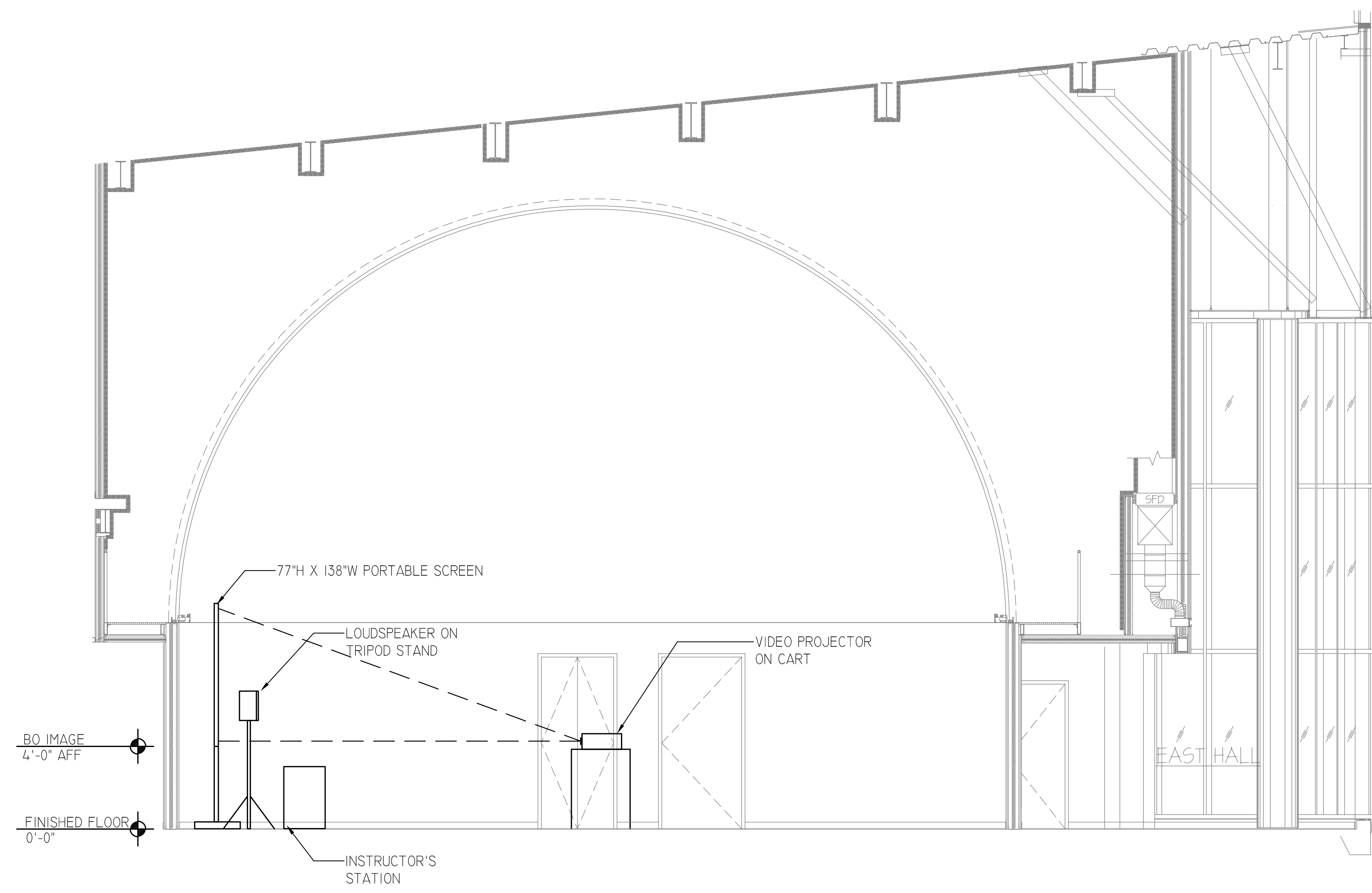
- A. Contract Closeout will be based on completion of Final Checkout, acceptance of Project Record Documents and Completion of Using Agency Training.
- B. Audiovisual Consultant has allowed 6 hours for Preliminary Checkout, 12 hours for Final Checkout, and 8 hours for Owner Training. If the Consultant is unable to perform his duties work within this allocation due to errors, omissions or inaccuracies by the Audiovisual Integrator, the Owner reserves the right to hold the Audiovisual Integrator responsible for additional costs incurred by the Owner for additional review by the Consultant.

END OF SECTION

DRAWINGS/PHOTOS-ATTACHMENT B



A AV EQUIPMENT PLAN-PLANETARIUM HS#181
SCALE: 1/4" = 1' 0"

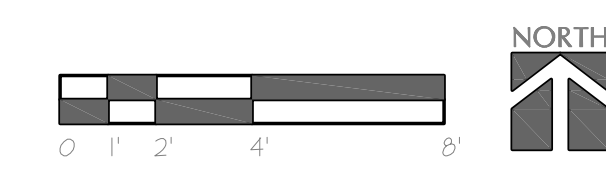


C AV EQUIPMENT SECTION-PLANETARIUM HS#181
SCALE: 1/4" = 1' 0"



B AV INFRASTRUCTURE PLAN-PLANETARIUM HS#181
SCALE: 1/4" = 1' 0"

EQUIPMENT LEGEND					
EQ #	DESCRIPTION	DETAIL REF.	LOCATION	PROVIDED BY	INSTALLED BY
EQ810	PORTABLE PROJECTION SCREEN		FLOOR STANDING	AVC	AVC
EQ811	VIDEO PROJECTOR		CART	AVC	AVC
EQ812	LOUDSPEAKER ON TRIPOD STAND		FLOOR STANDING	AVC	AVC
EQ813	INSTRUCTOR'S STATION		FLOOR STANDING	AVC	AVC



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tBP/Architecture
5455 Wilshire Boulevard, Suite 1200
Los Angeles, CA 90036-4242
ph: 323.556.3788 fc: 323.556.3799
architect

VANTAGE
Vantage Technology Consulting Group
201 Commonwealth Blvd, Suite 120
El Segundo, California 90240
310.536.7076 • fax 310.526.7877 • www.VantageTCG.com

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Exp. 02/28/2013
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DIV. OF THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
File No. 19-C11
Appl No. 03-112201
AC: FLS SS
DATE

DSA Los Angeles Basin Regional Office
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Los Angeles, California 90012
ph: 213/897-3995 fc: 213/897-3159/0726
agency

**ANTELOPE VALLEY COLLEGE
HEALTH & SCIENCE BUILDING**
ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT
3041 WEST AVENUE K
LANCASTER, CA 93536-5426
owner

tBP project number : 2014100
file name: 424-1 AV401.DWG
drawn by: CL checked by: ER
date: 13 JAN 2012 AV SYSTEMS BID SET

Rev.	date	description

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drawing title:
**AUDIOVISUAL LAYOUT
PLANETARIUM#HS181**

drawing no:
AV-4.18
drawing

AVC Virtual Sciences Lab Existing Conditions



Image 1. Room Seating & Dome.



Image 2. Storage Closet for AV Rack.



Image 3. Dome (rear).

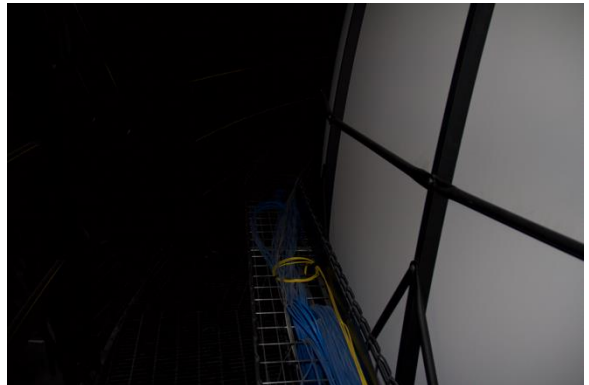


Image 4. Dome (rear) & Catwalk.

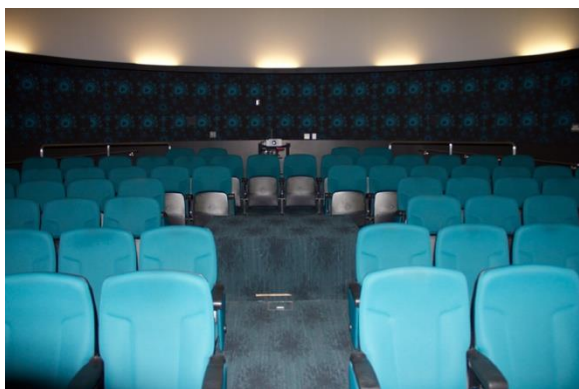


Image 5. Center Floor Box for Projector.

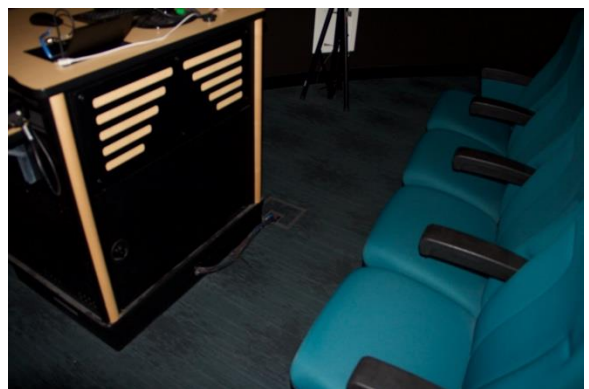


Image 6. Center Floor Box for Desk.

35th Street West

M

A

OFF-CAMPUS SITES:

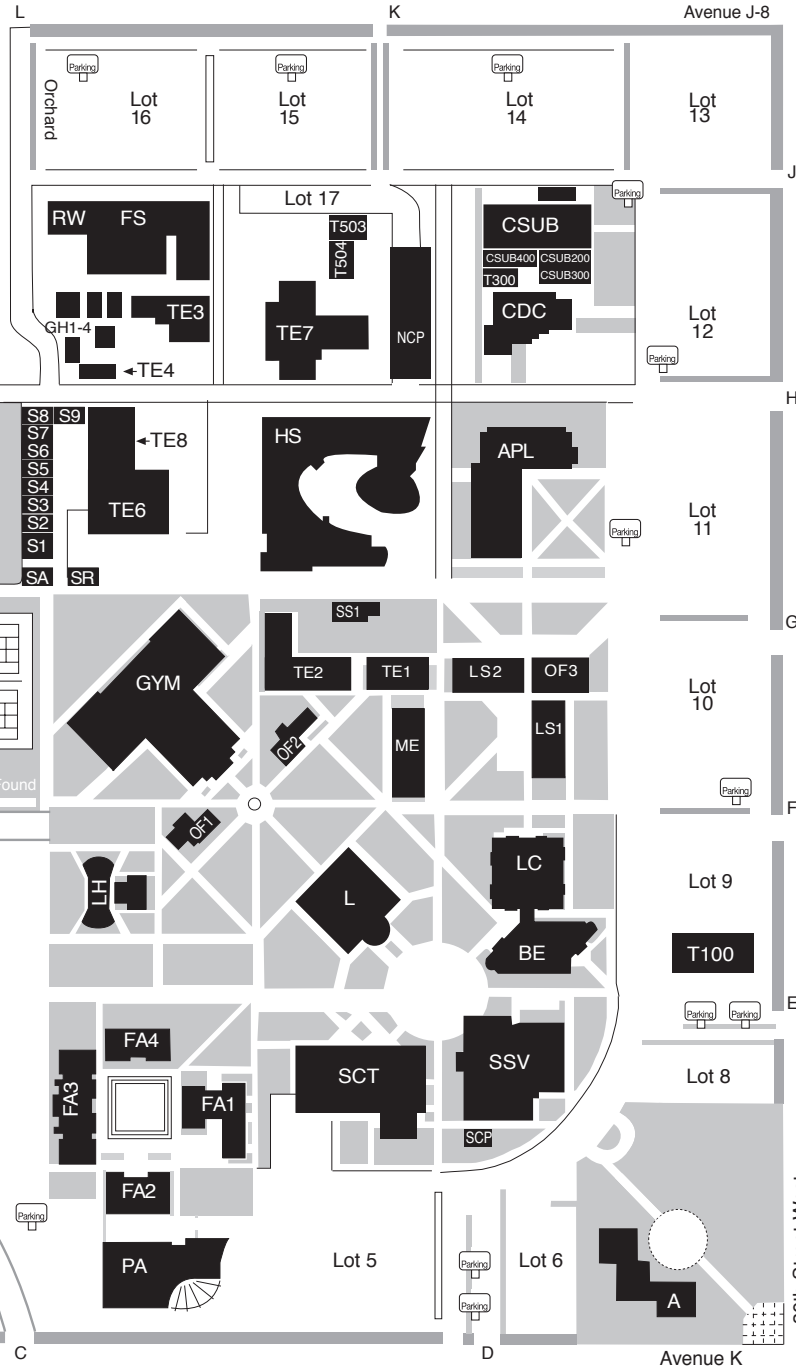
- FOX Fox Field
- HOSP Various hospital clinic sites
- OFFSITE Various off-site locations
- PALMDL Palmdale Center
1529 E. Palmdale Blvd.
3rd floor
- SDBOWL Sands Bowl



ANTELOPE VALLEY COLLEGE
3041 West Avenue K
Lancaster, California 93536-5426
(661) 722-6300
www.avc.edu



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
- SA1-9** 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

30th Street West

Avenue K

GENERAL CONDITIONS-ATTACHMENT C

GENERAL CONDITIONS – VIRTUAL SCIENCE LAB
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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,

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Payment Bond, and any other documents listed in the Agreement or Bid Documents. The Contract Documents shall include 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.

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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.

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.

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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

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

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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.

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

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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 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

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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 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

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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 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

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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.

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

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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

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

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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

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.

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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 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.

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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 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

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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

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

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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 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

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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

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.

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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 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

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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

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.

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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.

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:

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(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

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.

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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 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

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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 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.

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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

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

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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 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

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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. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that

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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

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persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop payment notice claims asserted by any person or 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

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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.

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

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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

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

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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 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.

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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 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

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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 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

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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 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

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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 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,

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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

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 a 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

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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 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,

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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.

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

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§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).

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

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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 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:

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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 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

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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 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

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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 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.

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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 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

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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

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

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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

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

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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; (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; (vi) 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.

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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.

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

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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 of 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 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.

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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

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

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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 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

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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

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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]

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:

VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCCC RFP 16-002)
(“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:

_____ 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**
- **Agreement to Contract Documents**
- **Cooperative Utilization Clause and Agreement**
- **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) or C-10 (Electrical 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)

AGREEMENT TO CONTRACT DOCUMENTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

VIRTUAL SCIENCE LAB RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

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: _____

COOPERATIVE UTILIZATION CLAUSE AND AGREEMENT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

VIRTUAL SCIENCE LAB

RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

It is the intent of the District that pursuant to Public Contract Code Sections 20118 and 20652, other community college districts, school districts, or public agencies in the State of California (collectively referred to as "Participating Agencies"), may utilize the provisions of this bid pursuant to the specifications set forth herein. The District waives its right to require Participating Agencies to draw their warrants in the favor of the District and authorizes each district to make payment directly to the successful bidder.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted _____

By accepting the piggyback option, Bidder certifies that they have read and understand the terms and conditions of the Foundation's Sample Agreement contained in Attachment F of this RFP. Bidder, acting as an authorized representative of their organization with the authority to commit to the terms and conditions, further certifies that their organization is capable of extending the pricing, services, and delivery – all required components of this RFP – to all Participating Agencies.

Piggy back option not granted _____

Legal Name of Bidder: _____

Print Name: _____ Date: _____

Title: _____

Signature: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

VIRTUAL SCIENCE LAB RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

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. 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 VIRTUAL SCIENCE LAB; RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

- 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.

Legal Name of Bidder: _____

Print Name: _____ Date: _____

Title: _____

Signature: _____

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:

**VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCCC RFP 16-002)**

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.

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:

VIRTUAL SCIENCE LAB RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

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: _____

SITE-VISIT CERTIFICATION

(if applicable)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

VIRTUAL SCIENCE LAB

RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

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: _____

NON-COLLUSION DECLARATION

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

VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

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: _____

WORKERS' COMPENSATION CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

VIRTUAL SCIENCE LAB

RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

("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.)

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

**VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCCC RFP 16-002)**

(“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: _____

DRUG-FREE WORKPLACE CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

VIRTUAL SCIENCE LAB

RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

(“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

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: _____

TOBACCO-FREE ENVIRONMENT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

VIRTUAL SCIENCE LAB

RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

("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: _____

HAZARDOUS MATERIALS CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

VIRTUAL SCIENCE LAB

RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

(“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: _____

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")

VIRTUAL SCIENCE LAB RFP No. AVC2015/2016-04 (FCCC RFP 16-002)

("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:

VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCCC RFP 16-002)
 (“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 | ➤ Workers’ Compensation Certification |
| ➤ Instructions for Bidders | ➤ Drug-Free Workplace Certification |
| ➤ Specifications | ➤ Tobacco-Free Environment Certification |
| ➤ Drawings/photos | ➤ Hazardous Materials Certification |
| ➤ Bid Form and Proposal | ➤ General Conditions |
| ➤ Statement of Bidder’s Qualifications | ➤ Supplementary Conditions |
| ➤ Designated Subcontractors List | ➤ Agreement |
| ➤ Site-Visit Certification (if applicable) | ➤ Performance Bond |
| ➤ Non-Collusion Affidavit | ➤ Labor and Material Payment Bond |
| ➤ Bid Security Bond | ➤ Guarantee |
| ➤ Prevailing Wage and Related Labor Requirements Certification | |

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

(date) _____ . 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 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 VIRTUAL SCIENCE LAB RFP No. AVC2015/2016-04 (FCCC RFP 16-002) 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:

**VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCCC RFP 16-002)**

("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:

**VIRTUAL SCIENCE LAB
RFP No. AVC2015/2016-04 (FCCC RFP 16-002)**

("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 **VIRTUAL SCIENCE LAB - RFP No. AVC2015/2016-04 (FCCC RFP 16-002)** ("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: _____

FOUNDATION'S SAMPLE AGREEMENT – ATTACHMENT F



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES
www.foundationccc.org

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

ADMINISTRATIVE SERVICES AGREEMENT

CB #XX-XXX

This ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made this ___ day of ___, 2016 (“Effective Date”), between the Foundation for California Community Colleges (“Foundation”) and [Supplier Name] (“Supplier”).

RECITALS

WHEREAS, the Foundation is the official auxiliary organization for the California Community College (“CCC”) Board of Governors, Chancellor’s Office, and CCC system. It is a private, non-profit 501(c)(3) corporation. The Foundation was formed and began operations in the spring of 1998-after the Board of Governors of the CCC had disassociated with the prior California Community Colleges Foundation in late 1997; and

WHEREAS, the Foundation developed, supports, and operates collegebuys.org (“CollegeBuys”), a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for their product and/or services; and

WHEREAS, CollegeBuys was established in 1999 and represents over 1800 colleges and universities nationwide and is the largest higher education purchasing consortium nationwide. CollegeBuys focuses on facilities and construction related material and equipment; technology hardware, software and other technology; and higher education related products and services; and

WHEREAS, the Foundation has determined that it is a benefit to establish an Administrative Agreement with established suppliers so that any or all California public agencies, public and private school districts, or public and private colleges or universities, (collectively “Participating Public or Private Agencies”) may purchase products at prices stated in this Agreement; and

WHEREAS, Antelope Valley College District (“AVCD”), a California Community College District, has issued a RFP for Virtual Science Lab (RFP No. AVC2015/2016-04; FCCC RFP 16-002) in partnership with the Foundation, attached hereto as Exhibit “B” (“Request for Proposal No. 16-002”); and Supplier has chosen to exercise the statewide piggyback option; and

THEREFORE, in consideration of the payments to be made and the mutual covenants contained in this Agreement, the Foundation and Supplier agree as follows:

1. TERMS AND CONDITIONS

1.1 Obligations of the Foundation.

- 1.1.1 Promotional Services. The Foundation shall utilize CollegeBuys in order to publicize and promote the availability of the Product under this Agreement (“Promotional Services”).

1.2 Obligations of Supplier.

- 1.2.1 In consideration of the Foundation’s promotional services described in Paragraph 1.1.1 above, Supplier shall pay the Foundation the Administrative Fee pursuant to section 3 of this Agreement.
- 1.2.2 Supplier shall comply with the Supplier Commitments attached hereto and incorporated herein as Exhibit D.
- 1.2.3 Supplier’s failure to maintain the Commitments or comply with the Program Standards identified in Exhibit D, shall be a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, is cause for termination of this Agreement at the Foundation's sole discretion.
- 1.2.4 Upon request, Supplier shall make available to potential Participating Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary to evaluate potential purchases. Supplier authorizes the Foundation’s use of Supplier’s name, trademarks, and materials in promoting the use of the Master Agreement and purchasing program.

- 1.3 Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.

- 1.3.1 Workers’ Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers’ Compensation Insurance with coverage amounts under such policies in accordance with applicable law.

- 1.3.2 Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

- 1.3.3 Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies

of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable

2. SPECIFIC PROVISIONS

- 2.1 Term. This Agreement shall begin on the Effective Date and shall continue in effect for three (3) years from the date of execution. Foundation shall have the option to extend the Term for two (2) additional one (1) year Terms ("the Extended Terms") by written notice to Supplier not less than one (1) month prior to expiration of the Term or the first Extended Term, as applicable. If the Foundation exercises its option for the Extended Terms, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Supplier
- 2.2 Termination. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.

3. QUARTERLY FEES & REPORTING

- 3.1 Accounting and Right to Audit. Supplier shall, at its expense, maintain accounting and records of all purchases made by a Participating Agency for a period of no less than four (4) years from the date of purchase. The Foundation may audit the records and accounting at any time. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation.
- 3.2 Quarterly Fees and Reports. Supplier shall pay the Foundation a quarterly Administrative Fee in the amount equaling two percent (2%) of the total purchase invoices, before taxes, for all purchases by a Participating Agency under the Master Agreement, and shall provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Master Agreement. A sample of the reporting format is attached hereto as Exhibit E. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Agreement for the applicable calendar quarter. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the calendar quarter. Quarterly Administrative Fees applicable to each calendar quarter are due within thirty (30) days of the end of that quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Payments shall be made by check to the Foundation for California Community Colleges.
- 3.3 Material Breach. Failure to provide a quarterly report within fifteen (15) days and payment within thirty (30) days, as specified in Paragraph 3.2 shall be regarded as material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within sixty (60) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5 %) per month until paid.
- 3.4 Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s)

and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 3.1 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

3.5 Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the review of records and reports; the audit; Foundation staff time; and expenses, counsel, and collection.

4. GENERAL PROVISIONS

4.1 Purchasing. With respect to any purchases by a Participating Agency pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agency or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agency or any employee thereof under this Agreement.

4.2 Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.

4.3 Assignment. This Agreement and the Foundation's rights and obligations hereunder may be assigned, at the Foundation's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform the Foundation's obligations hereunder. This Agreement shall not be assignable by the Supplier in whole or in part without the written consent of the Foundation. For the purpose of this paragraph, Foundation will not unreasonably prohibit Supplier from freely assigning its right to payment, provided that Supplier remains responsible for its obligations hereunder. Subject to the foregoing, this Agreement will be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

4.4 Notices. All reports, notices, and other written or electronic communications given under this Agreement shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

4.4.1 **Foundation**

Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
Attn: **Jorge J.C. Sales**
Director of Collaborative Services
Email: jsales@foundationccc.org

4.4.2 **Supplier**

[Supplier Name]

Address: _____

Attn: _____
Phone: _____
Email: _____

4.4.3 Written notice shall be deemed to have been duly served if delivered at or sent by registered or certified mail to the address provided by Supplier in Paragraph 4.4.2 above.

4.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

4.6 Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

4.7 General Indemnity. Supplier agrees to indemnify, defend and hold harmless Foundation, and its directors, officers, agents and employees from any and all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys' fees resulting from, arising out of, or connected with (a) the performance of services or omissions relating to same under this Agreement by Supplier, Supplier's employees, Supplier's subcontractors, or any person or entity for whom Supplier is responsible; (b) any breach by Supplier of this Agreement; and/or (c) any error or negligent act or omission by Supplier or any person or entity for whom Supplier is responsible.

4.8 Limitation of Liability. In no event shall the Foundation for California Community Colleges' aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability exceed the amounts paid to the Foundation for California Community Colleges and hereunder.

4.9 Disclaimer to Participating Agency: Foundation shall not be made a party to any agreement between Supplier and a Participating Agency. Supplier shall include the following disclaimer on each purchase order or invoice sent to a Participating Agency:

This is an Agreement for the purchase of Property and/or Services and/or Products between the Participating Agency and [Supplier]. The Foundation for California Community Colleges

(Foundation) is not a party to this Agreement, and has neither rights nor obligations arising out of this Agreement. The Foundation for California Community Colleges makes no warranty of any kind, whether express, implied, statutory, or otherwise. The Foundation for California Community Colleges specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by Applicable Law.

4.10 Choice of Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.

4.11 Binding Nature. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier, and any successor and assign thereto subject, however, to the limitations contained in this Agreement.

4.12 Entire Agreement. This Agreement constitutes the entire, complete, final, and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon the Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Special Terms and Conditions (Exhibit A); (2) Request for Proposal 16-002 (Exhibit B); (3) Supplier Commitment (Exhibit D); and (4) Supplier Response to Request for Proposal 16-002 (Exhibit C).

1.1 Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Supplier agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

1.2 Notwithstanding anything stated herein to the contrary, the Foundation shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.

1.3 The parties to this Agreement hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

1.4 The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

1.5 This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

1.6 The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the Effective Date.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

By _____
 [typed name]
Title _____
Date _____

By _____
 [typed name]
Title _____
Date _____

SUPPLIER: [SUPPLIER NAME]

By _____
 [typed name]
Title _____
Date _____

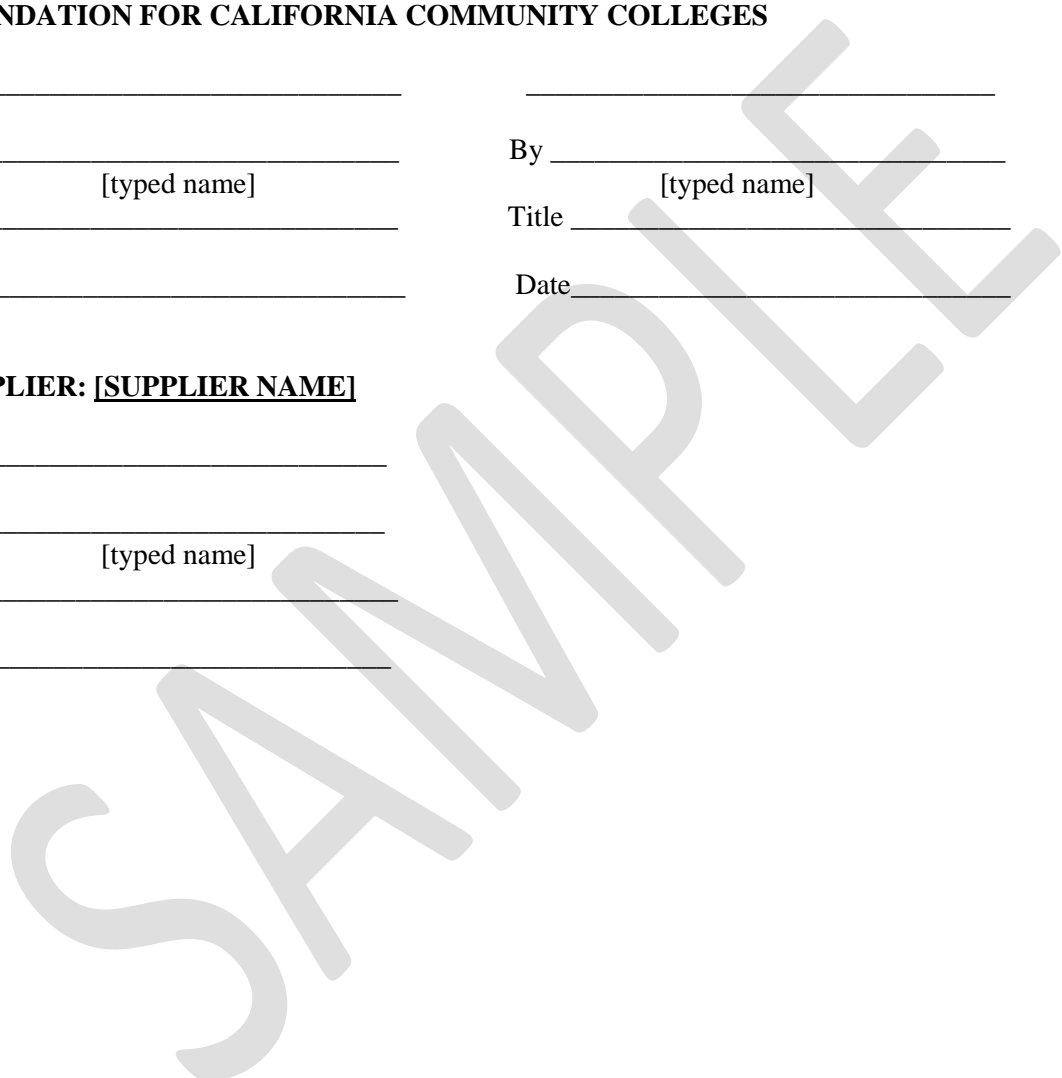


EXHIBIT A

SPECIAL TERMS AND CONDITIONS

SAMPLE

EXHIBIT B

REQUEST FOR PROPOSAL No. 16-002

For access to RFP 16-002:

Visit www.collegebuys.org

OR

Contact: Jorge J.C. Sales

Director of CollegeBuys

jsales@foundationccc.org

SAMPLE

EXHIBIT C

SUPPLIER RESPONSE TO RFP

For access to Supplier Response to RFP 16-002:

Contact: Jorge J.C. Sales
Director of CollegeBuys
jsales@foundationccc.org

SAMPLE

EXHIBIT D

SUPPLIER COMMITMENT

The Foundation for California Community Colleges asks each Supplier to make four basic commitments to ensure the overall success of the program.

Corporate Commitment - A commitment that the Foundation for California Community Colleges (FCCC) has the support of senior management, and that the FCCC contract is the Supplier's primary offering to Participating Public Agencies.

Sales Commitment - A commitment that the Supplier will market FCCC and that the sales force will be trained, engaged and committed to supporting FCCC, with a further commitment that all FCCC sales be accurately and timely reported.

Service Commitment - A commitment that the Supplier will provide at minimum the level of service defined in the Customer Agreement to any and all Participating Public Agencies purchasing through FCCC's contract.

Communication and Information Commitment - Establish the following communication links to facilitate customer access and communication:

- A toll-free national telephone for inquiries and orders
- Regional or toll-free fax number for inquiries and orders
- An email address for general inquiries
- Provide the following for Foundation WEB site use:
 - Standard logos
 - Summary of products and pricing
 - Information web-link to Supplier's website
 - Overall information about Supplier
 - Other promotional material as desired

The Foundation for California Community Colleges (FCCC) recognizes that Supplier has a successful business and may choose to meet its commitments to FCCC purchasing programs in a variety of ways that best suit the supplier's business model, organization and market approach. The following are Program Standards intended to assist the supplier in successfully implementing the FCCC contract:

Account Management Team – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of the FCCC contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from FCCC concerning new public agency registrations, and for ensuring timely follow up by the Supplier's staff to requests for contact from **Participating Public Agencies**.

Quarterly Review – Upon request, FCCC will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

Foundation for California Community Colleges Purchasing Program Awareness – FCCC is responsible for marketing the overall FCCC purchasing program concept and programs to Participating Public Agencies. FCCC marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing camera-ready logos and by participating in related trade shows

and conferences at Supplier's sole discretion. FCCC employs a marketing team, a web based lead referral system, a network of partner associations, direct mail, the Internet and newsletters and other publications to increase collegebuys.org, awareness.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to public school districts nationwide and the timely follow up to leads established by FCCC. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. Any sales materials used to promote this specific offering are to use the collegebuys.org logo. FCCC will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier's sales initiatives should communicate:

Contract was competitively solicited by a Public Agency;
Best educational pricing focused on the Total Cost of Ownership (TCO)
No cost to participate
Non-exclusive contracts

Sales Force Training - Supplier is responsible for the training of its sales force on the FCCC contract. FCCC may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- Key features of FCCC contract
- Understanding of the process of development of the Agreement
- Working knowledge of FCCC Organization and Solicitation Process
- Awareness of the range of public and private agencies districts that can access FCCC

EXHIBIT E

SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

NOTE: Reports to be submitted in Microsoft Excel

Agency Association	Supplier Client Agency Account Number (Constant for each Account)	Agency name	Contact Person Name	Contact Person Title
CCC or CA K-12, etc.	123456	Contra Costa Community College District or Diablo Valley College	John Doe	Purchasing Director

Contact Person Email	Contact Person Phone	Contact Person Fax	Contact Person Mailing Address 1	Contact Person Mailing Address 2	Contact Person City	Contact Person State	Contact Person Zip Code
<u>XXXX@4cd.net</u>	555-555-5555	555-555-5555	CCCCD	500 John Doe Street	Martinez	CA	55555

Year of Sale	Quarter of Sale	Supplier Invoice Date	Supplier Invoice Number	Invoice Amount *	Additional Discounting from Typical Contracts	Savings
2014	3	4/20/2014	AB555-55	3,500.00	4,000.00	500

*Excluding taxes, additional services and transportation