PROJECT MANUAL

ANTELOPE VALLEY COMMUNITY COLLEGE
TENNIS COURT REHABILITATION

Antelope Valley Community College
Lancaster, California

Bid # AVC2014/2015-1
Project #14-220

Construction Documents

September 10, 2014

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NOTICE TO CONTRACTORS CALLING FOR BIDS

Owner:	Antelope Valley Community College District 3041 West Avenue “k” Lancaster, CA 93536
Project Description:	Tennis Court Rehabilitation – Bid #AVC2014/2015-1 3041 West Avenue "K" Lancaster, CA 93536
Submittal of Bid Proposals:	2:00 PM, September 25, 2014 3041 West Avenue “K” Administration Building/Office of Business Services Purchasing Office – Room A149 Lancaster, Ca 93536
Construction Manager:	Ledesma & Meyer Construction Co., Inc. 9441 Haven Ave., Rancho Cucamonga, CA 91731 909-476-0590 -phone 909-476-0592-fax Project Manager - Jeff Carter Email: jeffc@lmcci.com

Bid Package No.	Bid Package Description	Required Classification of California Contractors' License
Category 17	Painting & Coating	C-33
Category 30	Chain Link Fences & Gates	C-13
Category 31	Tennis Court Surfacing	A or D-47

Antelope Valley Community College District, hereinafter the “Owner" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Agreements and Purchase Orders of the Work on the Project generally described within.
Each trade contractor or supplier qualified as the lowest responsive and responsible bidder on a portion of the work will enter into an Agreement or Purchase Order with the Owner, and thus become a Prime Contractor or Prime Supplier. The Owner has retained a full time Project Manager, hereinafter referred to as the "PM” that will coordinate, expedite, manage and supervise the Project and the activities Contractors and Prime Suppliers. Contractors each will be required to furnish a Performance Bond, Labor and Material Payment Bond, Automobile Liability Insurance, Workers Compensation Insurance, and Commercial General Liability Insurance and name both the Owner and PM as "Additional Insured" under each policy. As Prime Suppliers there are no requirements for furnishing Performance / Payment Bonds or Automobile / Workers Compensation / Liability Insurance.

1. Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the Owner. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the Owner as set forth above. Bid Proposals and the required Bid Bond will be received at the time noted above. Failure of any Bidder to submit its Bid Proposal at or prior to the time stated above for submittal of Base Bid Proposals shall result in the Owner rejecting the Bid Proposal of such Bidder as being untimely. Upon submittal of such a Bid Proposal, neither withdrawal nor modifications to any portion of the Bid Proposal shall be permitted, unless written request for withdrawal or modification is actually received by the Owner prior to the last time for submission of Bid Proposals. Bid Proposals shall be submitted to Antelope Valley Community College at the address stated above.

2. Bid and Contract Documents. The Bid and Contract Documents are available by contacting Ledesma & Meyer Construction Co., Inc. at 909-476-0590 or jennyj@lmcci.com.

3. Documents Accompanying Bid Proposal. Each Bid Proposal shall be accompanied by: (a) Bid Security (b) Non-Collusion Affidavit; (c) Statement of Bidder's Qualifications; and (d) Designation of Subcontractors. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the Owner to reject such Bidder's Bid Proposal for non responsiveness.

4. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relation of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. The Prime Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site. The Prime Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provided by their respective workers in prosecution and execution of the Work. Each Prime Contractor is responsible for determining applicable prevailing wage rates and the application of those rates. The provisions of the Labor Compliance Program apply. Pursuant to California Labor Code Section1771.7, the District has implemented and shall enforce the Labor Compliance Program that has been established for the Project. Refer to the General Conditions for further information.

5. Contractor’s License Classification. In accordance with the provisions of California Public Contract Code §3300, the Owner requires that Bidders possess the correct classification (listed above) of California Contractors License at the time of submission of Bid Proposal. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for Work unless and until the Registrar of Contractors verifies to the Owner that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

6. Contract Time. The project shall start tentatively on September 29, 2014 and finish within the contractual time duration as set forth within the contract documents.

7. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount not less than TEN PERCENT (10%) of the maximum amount of the Bid Proposal, inclusive of any additive alternate bid item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall

render such Bid Proposal to be non-responsive and rejected by the Owner.

8. Withdrawal of Bid Proposals. No Bidder shall withdraw any Bid Proposals for a period of ninety days (90) after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

9. Pre-Bid Conference and Job-Walk. The Owner will conduct a Pre-Bid Conference and Job-Walk for the Work. The Pre-Bid Conference and Job Walk will begin on the site at 9:00 AM on September 18, 2014. Refer to Information to Bidders, Article 21.3, for information regarding the requirements of Pre-Bid Conference and Job-Walk attendance. Although this walk is not mandatory, it is in the best interest for all bidders to attend and it is the bidder's sole responsibility to understand the project & specific job site conditions prior to submittal of any Bid Proposals.

10. Substitute Security. In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the Owner to ensure the Prime Contractor's performance under the Contract will be permitted at the request and expense of the Prime Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall have TEN (10) DAYS following the Owner's transmittal of the form of Agreement to such Bidder for execution to make written request to the Owner to permit the substitution of securities for retention under California Public Contract Code §22300. The failure of such Bidder to make such written request to the Owner within said ten (10) day period shall be deemed a waiver of the Bidder's rights under California Public Contract Code §22300.

11. Waiver of Irregularities. The Owner reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

12. Award of Contract. The Contract for the Work, if awarded, will be by action of the Owner to the responsible Bidder submitting the lowest responsive Bid Proposal based upon the **Base Bid Amount** only.

INSTRUCTIONS FOR BIDDERS

1. Preparation and Submittal of Bid Proposal.

1.1 Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; in the event of any conflict between a number stated in words and in figures, the words shall govern. Partial or incomplete Bid Proposals or Bid Proposals submitted on other than the bid forms included herein shall be deemed non-responsive and rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Prime Contractors Calling for Bids (Call for Bids) may be deemed non-responsive and rejected.

1.2 Bid Proposal Submittal. Bid Proposals shall be submitted to the Owner at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted.

1.3 Date and Time of Bid Proposal Submittal. It is the sole and exclusive responsibility of Bidders to submit Bid Proposals to the Owner at the place designated in the Call for Bids prior to the scheduled closing time for receipt of Bid Proposals. The Owner will place a date/time stamp in a conspicuous location on the outer envelope containing the Bid Proposal. The date/time stamp shall be controlling and determinative as to the date and time of the Bidder's submittal of its Bid Proposal. Any Bid Proposal not timely submitted, as determined by the date/time stamp, shall be deemed non-responsive and returned unopened to such Bidder.

1.4 Opening and Reading of Bid Proposals. The Owner shall publicly open and read Bid Proposals after the last time for submittal of Bid Proposals. Bid Results are not final until the Board approval.

2. Bid Security. Each Bid Proposal shall be accompanied by cash, certified or cashier's check made payable to the Owner or a Bid Bond, in the form and content attached hereto, in favor of the Owner executed by the Bidder as a principal and a Surety as surety in an amount not less than the percentage of the maximum amount of the Bid Proposal, inclusive of additive Alternate Bid Items, if any (lithe Bid Security") as set forth in the Call for Bids. The Bid Security is given to guarantee that the Bidder will execute the Contract if it is awarded to it in conformity with the Contract Documents. Failure of any Bid Proposal to include the required Bid Security shall render the Bid Proposal non-responsive and rejected by the Owner. In the event that the Bidder's Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if said Bid Bond is in the form and content set forth herein and the Surety is on the list of sureties approved by the United States Department of Treasury, as set forth in the then current Federal Register and/or an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §99S.120. In the event that the Bid Security shall be forfeited, the Bidder shall remain liable to the Owner for costs incurred by the Owner in procuring the Work which exceeds the Bid Proposal amount of such Bidder, less -the amount of the forfeited Bid Security.

3. Documents Accompanying Bid Proposal; Signatures. The Bid Proposal must be submitted with the following: Bid Security, Non-Collusion Affidavit, Statement of Bidder's Qualifications, and Designation of Subcontractors. The Documents shall be executed by an individual duly authorized to execute the same on behalf of the Bidder. Any Bid Proposal not conforming to the foregoing may be rejected by the Owner as being non-responsive.

4. Modifications. Changes in, or additions to, the bid forms, recapitulations of the Work being bid upon, alternative proposals or any other modification of the bid forms which are not specifically called for or permitted may result in the Owner's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any Bid Proposal submitted will be considered. A telegraphic modification may be considered only if received by the Owner prior to the scheduled closing time for receipt of Bid Proposals and only if the US. Postal Service postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to such time.

5. Erasures; Inconsistent or Illegible Bid Proposals. Bid 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, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal.' Any Bid Proposal not conforming to the foregoing may be deemed by the Owner to be non-responsive. In the event any Bid Proposal submitted, or portions thereof, shall be reasonably determined by the Owner to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the Owner may reject such a Bid Proposal as being non-responsive.

6. Examination of Site and Contract Documents. Each Bidder shall, at its sole cost and expense, inspect the Site of the proposed Work to become fully acquainted with conditions relating to the Work and to fully understand the facilities, difficulties and restrictions attending the execution of the Work under the Contract Documents and the cost thereof. Bidders shall thoroughly review and be familiar with the Contract Documents, including without limitation, the Specifications and the Drawings. The failure or omission of any Bidder to receive or examine any of the Contract Documents, forms, instruments, addenda or other 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 Owner assumes no responsibility or liability to any Bidder for, nor shall the Owner be bound by, any understandings, representations or agreements of the Owner's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

7. Withdrawal of Bid Proposal. Any Bidder may withdraw its Bid Proposal by either written or telegraphic request actually received by the Owner prior to the scheduled closing time for the receipt of Bid Proposals. In the event a Bidder submitting a Bid Proposal shall seek to withdraw its Bid Proposal, it shall be the sole and exclusive responsibility of the Bidder to notify the Owner of such withdrawal within the time and in the manner set forth above. Any written or telegraphic notice of withdrawal of a submitted Bid Proposal received after the scheduled closing time for receipt of Bid Proposals shall not be considered by the Owner, nor effective to withdraw such Bid Proposal.

8. Agreement and Bonds. The Agreement which the successful Bidder, as Prime Contractor, will be required to execute along with the forms and amounts of the Labor and Material Payment Bond and the Performance Bond and other documents and instruments which will be required to be furnished by the Bidder awarded the Contract at the' time of execution of the Agreement are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Labor and Material Payment Bond and other documents or instruments required at the time of execution of the Agreement shall be as specified in the Contract Documents.

9. **Interpretation of Drawings, Specifications or Contract Documents**. If any Bidder is in doubt as to the true meaning of any part of the Drawings, the Specifications or other portions of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the Architect. It is the sole and exclusive responsibility of the Bidder to submit such request in sufficient time for the preparation of a response thereto and delivery of such response to all Bidders prior to the scheduled closing for receipt of Bid Proposals. Any request of any Bidder, pursuant to the foregoing sentence that is made less than seven (7) days prior to the scheduled closing date for the receipt of Bid Proposals shall be deemed untimely. Any interpretation or correction of the Contract Documents will be made only by written addendum duly issued by the Owner or the Architect. A copy of any such addendum will be mailed or delivered to each Bidder receiving a set of the Contract Documents. 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 the Drawings, the Specifications or other portions of the Contract Documents pursuant to the foregoing shall be deemed to be a waiver of any discrepancy, defect or conflict therein.

10. **Owner's Right to Modify Contract Documents**. Prior to the public opening and reading of Bid Proposals, the Owner expressly reserves the right to modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. In the event the Owner shall modify any portion of the Work or the Contract Documents pursuant to the foregoing, the Bid Proposal submitted, by any Bidder shall be deemed to include any and all modifications reflected in any addenda issued pursuant to the foregoing.

11. **Bidders Interested in More Than One Bid Proposal; Non-Collusion** Affidavit. No person, firm, corporation or other entity shall submit, file or be interested in more than one Bid Proposal 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 Proposal for the proposed Work to the Owner.

12. Award of Contract.

12.1 Waver of Irregularities or Informalities. The Owner reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

12.2 **Award to Lowest Responsive Responsible Bidder**. The award of the Contract, if made by the Owner through action of its Board of Trustees, will be to the responsible Bidder submitting the lowest responsive Bid Proposal.

12.3 **Responsive Bid Proposal**. A responsive Bid Proposal shall mean a Bid Proposal which conforms~ in all material respects, to the Bid and Contract Documents.

12.4 **Responsible Bidder.** A responsible Bidder shall mean 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, which 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 of the Contract Documents 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 Owner 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 Owner 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 to an owner on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the Owner 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 purpose of the above is to enable the Owner, in its opinion, to select the Bid Proposal that is in the best interests of the Owner; the ability of a Bidder to provide the required bonds will of itself demonstrate responsibility of the Bidder.

13. **Subcontractor**

13.1 **Designation of Subcontractors**. 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 §§4100 et seq.) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List may result in the Owner deeming the Bid Proposal to be non-responsive.

13.2 **Work of Subcontractors**. All Bidders are referred to Article 1.12 of the General Conditions of the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that 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 the Work from the Bidder's Bid Proposal or from the Bidder's sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents shall not be a basis for adjustment of the Contract Price or the Contract Time.

13.3 **Subcontractor Bonds.** In accordance with California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

14. Workers' Compensation Insurance. In accordance with the provisions of California Labor Code §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 Owner the following certificate prior to performing any of the Work under the Contract:

> "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for worker's 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 the Contract."

The form of such Certificate is included as part of the Contract Documents.

15. Bid Security Return. The Bid Security of three or more low bidders, the number being solely at the discretion of the Owner, will be held by the Owner for the period for. which Bid Proposals must be held open (which is set forth in the Call for Bids) 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 of such other Bidders will be returned to them.

16. Forfeiture of Bid Security. In the event the Bidder to whom an award of the Contract is made fails or refuses to execute the Agreement within five (5) calendar days from the date of receiving notification that it is the bidder to whom the Contract has been awarded, the Owner 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 Work and the Contract to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.

17. Contractor's License. No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractor’s License Law, California Business & Professions AVCCD Tennis Court Rehabilitation Code §§7000 et seq. This requirement is not a mere formality and will not be waived by the Owner. The required California Contractor's License classification(s) for the Work is set forth in the Call for Bids.

18. Anti-Discrimination. It is the policy of the Owner that in connection with any work performed under contracts 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 Owner's anti-discrimination policy and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

19. Owner Provided Tests and Inspections. All Bidders are referred to the Special Conditions and the notation therein of the items of the Work which are subject to tests and inspections and the hours and/or dollar limits of tests and inspections which will be provided by or through the Owner. Bidders are also referred to Article 11 of the General Conditions and the notation therein that should any act, omission or other conduct of the Prime Contractor result in hours or dollars for completing required tests and inspection, the Prime Contractor shall bear all additional time and costs to complete required tests and inspections.

20. Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal a Statement of Bidder's Qualifications which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Failure of any Bid Proposal to be accompanied by the Statement of Bidder's

Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury may result in the Owner deeming the-Bid Proposal to be non-responsive and rejected. In the event that the Owner shall determine that any information provided by a Bidder in the Statement of Bidder's Qualifications is false or misleading, or is incomplete so as to be false or misleading, the Owner may reject the Bid Proposal submitted by such Bidder as being non-responsive.

21. Job-Walk.

21.1 Owner Conduct of Job-Walk. The Owner will conduct a Job-Walk at the time and place designated in the Call for Bid. Regardless of whether the Job-Walk is or is not designated as being mandatory, the Owner may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the Owner shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Job-Walk. If the Owner elects to conduct any Job-Walk in addition to that set forth in the Call for Bids, the Owner shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory; in the event that any such additional Job-Walk(s) is/are designated as being mandatory, the provisions of Paragraph 21.2, below shall be deemed to apply to such additional Job-Walk(s).

21.2 Mandatory Job-Walk. If the Job-Walk is designated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the Job-Walk will be grounds for the Owner to declare the Bid Proposal of such Bidder to be nonresponsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job-Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will be grounds for the Owner to declare the Bi~ Proposal of such Bidder to be nonresponsive. Notwithstanding any other provisions of the Call for Bids or these Instructions for Bidders, in the event that the Job-Walk is designated in the Call for Bids as being mandatory, the Owner will not consider the Bid Proposal of any Bidder who has obtained the Bid and Contract Documents, pursuant to Call for Bids, after the date and time set forth therein for such mandatory Job-Walk; any Bid Proposal submitted by any such Bidder shall be deemed non-responsive, rejected and returned to the Bidder submitting the same.

21.3 Non-Mandatory Job-Walk. Unless designated in the Call for Bids as being mandatory, the Job-Walk shall be deemed non-mandatory; the failure of any Bidder to have its authorized representative(s) present at such non-mandatory Job-Walk shall not be a basis for deeming the Bid Proposal of such Bidder to be non-responsive. The

foregoing notwithstanding, all Bidders are encouraged to attend the Job-Walk. In the event that the Job-Walk is not designated as being mandatory, Bid and Contract Documents may be obtained by a Bidder, on or after the time designated for the Job-Walk; in such event, if such Bidder desires a Job-Walk to be conducted, it shall be the sole and exclusive responsibility of such Bidder to request, in writing, that the Owner conduct an additional Job-Walk. If an additional Job-Walk is requested by a Bidder pursuant to the foregoing sentence, the Owner may, in its sole and exclusive discretion, elect to conduct or not conduct such requested Job-Walk with consideration of factors such as the time remaining before the scheduled closing time for the receipt of Bid Proposals; the Owner may condition the conducting of such requested Job-Walk upon reimbursement, by the Bidder requesting such Job-Walk, of the actual or reasonable costs of the Owner's personnel and/or the Owner's agents or representatives in arranging for and conducting such Job-Walk. The election of the Owner not to conduct a Job-Walk requested by a Bidder obtaining the Contract Documents after the date and time designated in the Call for Bids for the Job-Walk shall not operate to waive, limit or restrict any of the provisions of the Contract Documents, the Bidder's submittal of a Bid Proposal in conformity with the Contract Documents, or if awarded the Contract, performance of the Work and other obligations in strict conformity with the Contract Documents. If the Owner elects to conduct an additional Job-Walk requested by a Bidder who has obtained the Contract Documents after the time designated in the Call for Bids for the Job-Walk, the Owner shall notify all other Bidders who have theretofore obtained the Contract Documents of such requested Job-Walk and the date, time and place where such requested Job-Walk will be conducted and all such other Bidders may attend such requested additional Job-Walk,

22. Public Records. Bid Proposals and other documents responding to the Call for Bids become 'the exclusive property of the Owner upon submittal of the same to the Owner. At such time as the Owner shall issue the Notice of Intent to award the Contract pursuant to Paragraph 26 of these Instructions for Bidders, all Bid Proposals and other documents submitted to the Owner in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the Owner's Pre-Qualification Questionnaire. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," Or otherwise, may result in the Owner deeming such Bid Proposal to be non-responsive. The Owner shall in no way be 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 Owner or its officers, employees or agents. At such time as Bid 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 Bid Proposals, by request made to the Owner

inconformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. In the event the Owner is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees, upon submission of its Bid Proposal to the Owner for consideration, to defend, indemnify and hold harmless the Owner in any action or proceeding from and against any liability, including without limitation attorneys I fees arising there from. Further, in such event, the party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the Owner's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

23. Drug Free Workplace Certificate. In accordance with California Government Code §§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 the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. 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.

24. Compliance with Immigration Reform and Control Act of 1986. The Bidder shall be solely and exclusively responsible for the employment of individuals in connection with any of the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986,8 USC §§1101 et seq. (lithe 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.

25. Alternate Bid Proposals; Alternate Bid Item(s). Unless specifically called for in the, Bid Proposal forms, Bidders shall not submit alternate Bid Proposals nor submit any bid for alternate bid item(s). In the event that the Bid Proposal forms do not specifically call for the submittal of alternate bid(s) or bid(s) for alternate item(s) and a bidder submits alternate bid(s) or bid(s) for Alternate bid item(s), the Owner may deem such Bid Proposal(s) to be non-responsive and reject the same. In the event that alternate Bid Proposals or alternate item(s) are specifically called for in the Bid Proposal forms, any Bid Proposal which does not include alternate bid(s) or bid(s) for the alternate item(s) may be deemed by the Owner to be non-responsive and rejected. In the event that alternate bid item(s) are specifically called for in the Bid Proposal forms, the Bidder is referenced to the provisions of the Contract Documents permitting the Owner, during performance of the Work of the Contract Documents, to add such alternate item(s) if the

same did not form a basis for award of the Contract or to delete such alternate item(s) if the same formed a basis for award of the Contract. In accordance with the Contract Documents, if the Owner elects during performance of the Work to add or delete alternate item(s) specifically called for in the Bid Proposal forms, the cost or credit (inclusive of all direct and indirect costs, supervision, overhead and profit) for such alternate item(s) shall be the amount(s) set forth in the Bidder's Bid Proposal for such alternate item(s).

26. Notice of Intent to Award Contract. Within fourteen (14) calendar days following the public opening and reading of Bid Proposals for the Contract, the Owner will issue a Notice of Intent to Award the Contract, identifying the name of the Bidder to whom the Owner intends to award the Contract, the date of the Owner's Board of Trustees meeting at which the Owner's Board of Trustees will entertain a motion for award of the Contract and such Notice will be mailed to all Bidders submitting a Bid Proposal. The Owner may in its sole and exclusive discretion, elect to shorten or extend the time for its issuance of the Notice of Intent to Award the Contract.

27. Bid Protest. Any Bidder submitting a Bid Proposal to the Owner may file a protest of the Owner's intent to award the Contract provided that each and all of the following are complied with:

    a) The bid protest is in writing;

    b) The bid protest is filed and received by the Owner's Director of Facilities Planning not more than five (5) calendar days following the date of issuance of the Owner's Notice of Intent to Award the Contract;

    c) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

    Any bid protest not conforming to the foregoing shall be rejected by the Owner as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the Owner's Director of Facilities Planning or such individual(s) as may be designated in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest concurring with or denying the bid protest. The written decision of the Owner's Director of Facilities Planning shall be final and not subject to reconsideration or appeal by the Owner or the Owner's Board of Trustees. No Bidder shall seek judicial relief, in any form, relative to the Owner's intent to award the Contract, or the protest thereof, unless the foregoing bid protest procedure has been strictly and timely complied with by the Bidder. The issuance of a written decision by the Owner's Director of Facilities Planning shall be an

express condition precedent to the institution of any legal proceeding relative to the bidding process, the Owner's intent to award the Contract, or the Owner's determination to reject all Bid Proposals. In the event that any legal proceeding shall be instituted relative to the bidding process, the Owner's intent to award the Contract or the Owner's determination to reject all Bid Proposals and the Owner is -named as a party therein, the prevailing party (‘s) in any such legal proceeding, including any appeals there from, shall recover from the other party (‘s) to such legal proceeding, as costs, all attorneys' fees and costs incurred in connection with all such proceedings.

28. Implementation of Disabled Veteran Business Enterprises Requirements. In accordance with Education Code Section 17076.11, the Owner has a participation goal for' disabled veteran business enterprises of at least three percent per year of the overall dollar amount of funds allocated to the Owner by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the Owner. Prior to and as a condition precedent for final payment under any contract for this project, the successful bidder will be required to provide appropriate documentation to the Owner identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so the Owner can assess its success at meeting this goal.

29. Substitutions.

a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to the contract, which may include adjustment to contract price; will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.

b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least 10 working days before the bid opening date and time. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record. Requests received less than 10 working days prior to bid opening will not be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of record.

c) If a substitution not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.

d) With respect to any materials, process, service, or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service, or equipment, its bid shall be considered as offering the specified material, process, service, or equipment referred to by the brand name or trade name specified.

e) Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing any such condition may be treated as a non-responsive bid.

f) It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any. other requested substitution, the specified material, process, service, or equipment designated by brand name or trade name, or other item as specified, will be provided.

g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.

h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.

i) Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of “or equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the Owner shall be in writing, and no proposed substitution shall be deemed approved unless the Owner has confirmed it in writing.

j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

End of Section

SUPPLEMENTARY INSTRUCTIONS

MODIFICATIONS OF THE INSTRUCTIONS TO BIDDERS

30. GENERAL:

To be considered, Proposals must be made in accordance with these instructions to Bidders.

When any article of the foregoing Instructions to Bidders is supplemented hereby, the provisions of such article shall remain in effect; all supplemental provisions shall be considered as added thereto. Where any such article is amended, voided, or superseded thereby, provisions of such article not so specifically amended, voided or superseded shall remain in effect.

In order to meet the specific demands of criteria, quality control, schedule and budget, the Owner has elected to utilize "Construction Management" procedures on this project.

There is no General Contractor, per se. In lieu thereof, the Owner has retained a full-time "Project Manager", hereinafter referred to as the "PM", to coordinate, expedite, manage and supervise the project.

The PM will provide an on-site Project Manager, whose function is to:

Represent the Owner in all on-site construction matters.

Coordinate the work of various, individual "prime" contractors.

Interpret and insure compliance with contract documents in cooperation with Architect and Engineer.

Schedule and interface the work of related, but independent "prime" contractors.

Review and act on all requests, claims and questions relative to construction activities.

Review and check all "prime" contractors' schedules, progress, workmanship, shop drawings and payment requests for approval by the Architect and Engineer.

In general, serve all on-site functions of a Project Manager on a "Non-traditional" construction project.

The Prime Contractor will provide the temporary facilities so indicated in Division 1.

Each Contractor providing work on the project will be a "prime" contractor, direct with the Owner. As such, each "prime" will be required to furnish a Performance Bond and Labor and Material Payment Bond, for their portion of the Work.

The Architect will be visiting the job site during the construction period for inspections and resolution of questions. In addition, the Architects' Consultants (Civil, Mechanical, Electrical and Landscape) will visit the project during their respective phases of work. The Architect/Engineer will attend the owner project management meeting every other week.

Pre-bid questions for design intent and interpretation shall be directed to the Architect. Pre bid questions for coordination and administrative duties should be directed to the Project Manager.

Upon receipt of all bids and notification of contract award, a Pre-Construction meeting will be held at the project site for attendance by all "prime" contractors, the Architect, the Engineers, the Project Manager and the Owner. This will be a Project Management meeting.

Subsequent to the Pre-Construction meeting, the PM will develop and distribute a Master Construction Schedule showing key dates for start/completion of each "prime" contractor's work. Special meetings may be called as required to expedite progress. The Project .Manager will request from each Prime Contractor to submit to the Project Manager a schedule of values within Fifteen (15) day from the date of Notice to Proceed.

The Project Manager may request copies of major purchase orders affecting project schedule. Proof of early issuance of purchase orders will be required for any time extension requests.

Each bidder is solely responsible for familiarizing himself with the existing (site) conditions and all pertinent requirements of the Contract Documents including: Instructions to Bidders, Bid Packages, General Conditions and other Boiler Plate documents, General Requirements, Plans and Specifications, quantities and requirements.

Each "prime" contractor is responsible for the compliance with the requirements of the Contract Documents and all pertinent codes.

Each "prime" contractor is responsible for the installation and protection of their own work until acceptance of said work. Damage to another contractor's work must be corrected at cost to the party causing damage.

The Project Manager will provide temporary sanitary facilities, construction water and normal construction power at no cost to "prime" contractors for this project unless otherwise noted within these documents. Hook-up/connections, surface lines and site distribution will be the "prime" contractors responsibility.

Each "prime" contractor shall be responsible for progress and final clean-up of their particular work/craft.

All requests for payment will be submitted in review form to the Project Manager not later than the 25th of each successive month. The Project Manager may approve (or require corrections in said requests) for submission of payment.

The PM will present a formal, monthly Payment Request to the Architect not later than the 30th of each month.

Each Prime Contractor must submit a declaration of the estimated cost of respective Bid(s).

Upon review and certification by the Architect, the Owner will issue a check to the prime Contractor thru the Project Manager for the approved certified sum, according to the conditions of the contract.

The owner will require each prime Contractor to allocate 5 % of the total contact amount for closeout documents. The closeout process will begin upon certification by the Architect/Engineers, Owner and Project Manager that the work of the prime Contractor is Substantially Complete. Once the entire project is deemed substantially complete, the Owner may take beneficial occupancy of the Facility(s) and the warranty period may begin.

Upon completion and final acceptance of the prime" contractor's work, the Owner will file a Notice of Completion and, pay the final retention monies to said “prime” contractors according to the conditions of the contract.

31. Labor Compliance Program

This project is a "public work" as defined within Labor Code § 1720. The Owner will employ a private Labor Compliance Agency to manage the Labor Compliance requirements.

The awarding body ("District" or "Agency") has initiated a Labor Compliance Program ("LCP") that received "Initial Approval" from the Director of the California Department of Industrial Relations ("DIR") on accordance with California Labor Code ("Labor Code") § 1720 et seq. effective March 2003, which requires the payment of the prevailing rate of per diem wages or the prevailing rate of hourly wages, and the prevailing rate of per diem or hourly wages for holiday and overtime work and the employment of apprentices for any State Funded School Facilities project of $1,000 or more.

A copy of the awarding body's LCP and applicable DIR Wage Determinations are on file at the District or Agency office and are available for inspection or reference during normal business hours.

All bids are subject to full compliance with the provisions of Labor Code § 1771.7 The law requires the payment of prevailing wages by all prime *("*general") contractors, subcontractors, and sub-subcontractors to their respective employees.

The relevant sections (sections 1720 -1815) of the Labor Code imposing mandatory compliance are set forth below:

1720. (a) As used in this chapter, “public works” means:

(1) Construction, alteration, demolition, insta1lation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, “construction” includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1722. "Awarding body" or "body awarding the contract" means department, board, authority, officer or agent awarding a contract for public work.

1722.1. For the purposes of this chapter, "contractor" and "subcontractor" include a contractor, subcontractor, licensee, officer, agent, or representative thereof, acting in that capacity, when

working on public works pursuant to this article and Article 2 (commencing with Section 1770).

1723. "Worker" includes laborer, worker, or mechanic.

1771. Except for public works projects of one thousand dollars ($1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works. This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

1771.5. (a) Notwithstanding Section 1771, an awarding body may not require the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime work for any public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction work, or for any' public works project of fifteen thousand dollars ($15,000) or less when the project is for alteration, demolition, repair, or maintenance work, if the awarding body elects to initiate and enforce a labor compliance program pursuant to subdivision (b) for every public works project under the authority of the awarding body. (b) For the purposes of this section, a labor compliance program shall include, but not be limited to, the following requirements:

(1) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.

(2) A pre construction conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.

(3) Project contractors and subcontractors shall maintain and furnish, at a designated time, a-certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

(4) The awarding body shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.

(5) The awarding body shall withhold contract payments when payroll records are delinquent or inadequate.

(6) The awarding body shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

c) For purposes of this chapter, "labor compliance program" means a labor compliance program that is approved, as specified in state regulations, by the Director of the Department of Industrial Relations.

(d) For purposes of this chapter, the Director of the Department of Industrial Relations may revoke the approval of a labor compliance program in the manner specified in state regulations.

1771.7. (a) An awarding body that chooses to use funds derived from either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004 for a public works project, shall initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program, as described in subdivision (b) of Section 1771.5, with respect to that public works project. (b) This section applies to public works that commence on or after April 1, 2003. For purposes of this subdivision, work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, does not constitute the commencement of a public work.

1772. Workers employed by contractors or subcontractors in the execution of any contract for public works are deemed to be employed upon public work.

1773.1. (a) Per diem wages, when the term is used in this chapter or in any other statute applicable to public works, shall be deemed to include employer payments for the following:

(1) Health and welfare.

(2) Pension.

(3) Vacation.

(4) Travel

(5) Subsistence.

(6) Apprenticeship or other training programs authorized by Section 3093, so long as the cost of training is reasonably related to the amount of the contributions.

(7) Worker protection and assistance programs or committees established under the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code), to the extent that the activities of the programs or committees are directed to the monitoring and enforcement of laws related to public works.

(8) Industry advancement and collective bargaining agreements administrative fees, provided that these payments are required under a collective bargaining agreement pertaining to the particular craft, classification, or type of work within the locality or the nearest labor market area at issue.

(9) Other purposes similar to those specified in paragraphs (1) to (8), inclusive.

(b) Employer payments include all of the following:

(1) The rate of contribution irrevocably made by the employer to a trustee or third person pursuant to a plan, fund, or program.

(2) The rate of actual costs to the employer reasonably anticipated in providing benefits to workers pursuant to an enforceable commitment to carry out a financially responsible plan or program communicated in writing to the workers affected.

(3) Payments to the California Apprenticeship Council pursuant to Section 1777.5.

(c) Employer payments are a credit against the obligation to pay the general prevailing rate of per diem wages. However, no credit shall be

granted for benefits required to be provided by other state or federal law. Credits for employer payments also shall not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing.

(d) The credit for employer payments shall be computed on an annualized basis where the employer seeks credit for employer payments that are higher for public works projects than for private construction performed by the same employer, except where one or more of the following occur:

(1) The employer has an enforceable obligation to make the higher rate of payments on future private construction performed by the employer.

(2) The higher rate of payments is required by a project labor agreement.

(3) The payments are made to the California Apprenticeship Council pursuant to Section 1777.5.

(4) The director determines that annualize would not serve the purposes of this chapter.

(e) (1) For the purpose of determining those per diem wages for contracts, the representative of any craft, classification, or type of worker needed to execute contracts shall file with the Department of Industrial Relations fully executed copies of the collective bargaining agreements for the particular craft, classification, or type of work involved. The collective bargaining agreements shall be filed after their execution and thereafter may be taken into consideration pursuant to Section 1773 whenever filed 30 days prior to the call for bids. If the collective bargaining agreement has not been formalized, a typescript of the final draft may be filed temporarily, accompanied by a statement under penalty of perjury as to its effective date

(2) Where a copy of the collective bargaining agreement has previously been filed, fully executed copies of all modifications and extensions of the agreement that affect per diem wages or holidays shall be filed.

(3) The failure to comply with filing requirements of this subdivision shall not be grounds for setting aside a prevailing wage determination if the information taken into consideration is correct.

1774. The contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

1775. (a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to

the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct-rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than ten dollars ($10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than twenty dollars ($20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than thirty dollars ($30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the. Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) When the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be review able only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified

prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, 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 journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the "records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the, public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor management committee established pursuant to the federal Labor -Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(g) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(h) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(I) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

1777.1. (a) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in violation of this chapter with intent to defraud, except Section 1777.5, the contractor or subcontractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period of not less than one year or more than three years to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(b) Whenever a contractor or subcontractor performing a public works project pursuant to this chapter is found by the Labor Commissioner to be in willful violation of this chapter, except Section 1777.5, the contractor or sub-contractor or a firm, corporation, partnership, or association in which the contractor or subcontractor has any interest is ineligible for a period up to three years for each second and subsequent violation occurring within three years of a separate and previous willful violation of this chapter to do either of the following:

(1) Bid on or be awarded a contract for a public works project.

(2) Perform work as a subcontractor on a public works project.

(c) A willful violation occurs when the contractor or subcontractor knew or reasonably should have known of his or her obligations under the public works law and deliberately fails or refuses to comply with its provisions.

(d) Not less than semiannually, the Labor Commissioner shall publish and distribute to awarding bodies a list of contractors who are ineligible to bid on or be awarded a public works contract, or to perform work as a subcontractor on a public works project pursuant to this chapter. The list shall contain the name of the contractor, the Contractors State License Board license number of the contractor, and the effective period of debarment of the contractor. The commissioner shall also place advertisements in construction industry publications targeted to the contractors and subcontractors, chosen by the commissioner, that state the effective period of the debarment and the reason for debarment. The advertisements shall appear one time for each debarment of a contractor in each publication chosen by the commissioner. The debarred contractor or subcontractor shall be liable to the commissioner for the reasonable cost of the advertisements, not to exceed five thousand dollars ($5,000). The amount paid to the commissioner for .the advertisements shall be credited against the contractor's or subcontractor's obligation to pay civil fines or penalties for the same willful violation of this chapter.

(e) For purposes of this section, "contractor or subcontractor" means a firm, corporation, partnership, or association and its responsible managing officer, as well as any supervisors, managers, and officers found by the Labor Commissioner to be personally and substantially responsible for the willful violation of this chapter.

(f) For the 'purposes of this section, the term "any interest" means an interest in the entity bidding or performing work on the public works project, whether as an owner, partner, officer, manager, employee, agent, consultant, or representative. "Any interest" includes, but is not limited to, all instances where the debarred contractor or subcontractor receives payments, whether cash or any other form of compensation, from any entity bidding or performing work on the public works project, or enters. into any contracts or agreements with the entity bidding or performing work on the public works project for services performed or to be performed for contracts that have been or will be assigned or sublet, or for vehicles, tools, equipment, or supplies that have been or will be sold, rented, or leased during the period from the initiation of the debarment proceedings until the end of the term of the debarment period. "Any interest" does not include shares held in a publicly traded corporation if the shares were not received as compensation after the initiation of debarment from an entity bidding or performing work on a public works project.

(g) For the purposes of this section, the term "entity" is defined as a company, limited liability company, association, partnership, sole proprietorship, limited liability partnership, corporation, business trust, or organization.

(h) The Labor Commissioner shall adopt rules and regulations for the administration and enforcement of this section.

1777.5. (a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers ' in any apprentice able craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and

training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprentice able craft or trade," as used in this section, means a craft or trade determined as an apprentice able occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (0).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall 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 jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(I) A contractor covered by this section that has agreed to be covered by an

apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated ill the applicable apprenticeship standards, but ill no event less than the 1-to-5 ratio required by subdivision (g).

J) Upon proper showing by a contractor that he or she employs apprentices ill a particular craft or trade ill the state on all of his or her contracts on an annual ' ~ average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth ill this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association 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 ill this section when it finds that anyone of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training ill the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprentice able craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local-or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices ill any apprentice able craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions ill the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions ill computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved

a:pprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multi-employer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(B) If there are two or more approved multi-employer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs

(A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Notwithstanding Section 13340 of the Government Code, all money in the Apprenticeship Training Contribution Fund is hereby continuously appropriated for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprentice able occupations with the prime contractor.

(0) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars ($30,000.00).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

1810. Eight hours labor constitutes a legal day's work in all cases where the same is performed under the authority of any law of this State, or under the direction, or control, or by the authority of any officer of this State acting in his official capacity, or under the direction, or control or by the authority of any municipal corporation, or of any officer thereof. A stipulation to that effect shall be made a part of all contracts to which the State or any municipal corporation therein is a party.

1811. The time of service of any workman employed upon public work is limited and restricted to 8 hours during anyone calendar day, and 40 hours during anyone calendar week, except as hereinafter provided for under Section 1815.

1812. Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the public work. The record shall be kept open at all reasonable hours to the inspection of the awarding body and to the Division of Labor Standards

Enforcement.

1813. The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in anyone calendar day and 40 hours in anyone calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

1815. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during anyone week, shall be permitted upon public work upon compensation for all hours worked in excess of ~ hours per day at not less than 11/2 times the basic rate of pay.

End of Section

DOCUMENT 00300

BID FORM

TO: **ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**, acting by and through its Governing Board, herein called "District".

FROM: _____
(Proper Name Of Bidder)

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the following:

   Bid package scope category number/s _____
   _____for the construction of the project known as the **ANTELOPE VALLEY COMMUNITY COLLEGE - TENNIS COURT REHABILITATION Bid #AVC2014/2015-1** in District described above, all in strict conformance with the drawings and other contract documents on file at the Facilities Office of said District for amounts set forth herein.

2. ADDENDA

The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO: _____	DATE RECEIVED: _____
ADDENDUM NO: _____	DATE RECEIVED: _____
ADDENDUM NO: _____	DATE RECEIVED: _____
ADDENDUM NO: _____	DATE RECEIVED: _____
ADDENDUM NO: _____	DATE RECEIVED: _____

3. BASE BID

TOTAL CASH PURCHASE PRICE IN WORDS _____
_____
_____DOLLARS

($ _____)

4. ALTERNATE BIDS

The following amounts shall be added to or deducted from the Base Bid at the District's option. Alternates are fully described in Section 01230 - Alternates.

Alternate No. 1 = (add) (deduct) $ _____

Alternate No. 2 = (add) (deduct) $ _____

Alternate No. 3 = (add) (deduct) $ _____

Alternate No. 4 = (add) (deduct) $ _____

Alternate No. 5 = (add) (deduct) $ _____

Alternate No. 6 = (add) (deduct) $ _____

5. TIME FOR COMPLETION: The aggregate sum total work of all individual prime contractors to the District comprises the entire "Project" and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within **sixty (60)** consecutive calendar days as per the Supplementary General Conditions. Bidder acknowledges liability for liquidated damages in the amount as stipulated in the Agreement, and not as a penalty, for each calendar day of delay for which Contractor has contributed to or caused until the complete project is completed and accepted.

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 required bid security is attached hereto.

8. The required list of designated subcontractors is attached hereto. Bidder understands and acknowledges that all subcontractors providing goods and services in excess of $100,000.00 must be bonded.

9. The required Non-collusion Declaration is attached hereto.

10. Site Visit Certification: By submission of this bid, the Bidder hereby certifies that its estimating and management staff has visited the site of the proposed work and is fully acquainted with the conditions relating to construction and labor. Bidder fully understands the facilities, difficulties, and restrictions attending the execution of the work under contract and has also relayed this information to all listed subcontractors and suppliers. Bidder fully indemnifies **ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT**, the Architect, the 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 a visit to the site.

11. The Bidder Questionnaire is attached hereto.

12. Document 00664 - Iran Contracting Act Certification is attached hereto. **(Not Applicable)**

13. The Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while fully cooperating and complying with all of the applicable provisions of the District's labor compliance program. The undersigned Bidder

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.

14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claims" and "knowingly" are defined in the California False Claims Act, CA Gov. Code, §2650 et seq.), the District will be entitled to civil remedies set forth in the California False Claims Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

15. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District **EIGHT (8)** executed copies of the Performance Bond and Payment Bond as specified, all within **TEN (10)** days after receipt of Notice Of Intent To Award letter, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's "Notice To Proceed", and shall be completed by the Contractor in the time specified in the contract documents.

16. Notice of Intent to Award letter or other correspondence should be addressed to the undersigned at the address stated below.

17. The names of all persons interested in the foregoing proposal as principals are as follows: (IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

18. The undersigned bidder declares that he or she is licensed in accordance with the act providing for registration of contractors and the documentation of licensor is as follows:

	License #	Classification	Expiration Date
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____

If the bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned certifies (or declares) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

19. In the event the bidder to whom Notice of Award. is given fails or refuses to post the required bonds and return executed copies of the agreement form within **TEN (10)** calendar days from the date of receiving the Notice of Award., the District may declare the Bidder's bid deposit or bond forfeited as damages.

20. Pursuant to Section 4552 of the Government code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

_____
NAME

_____
ADDRESS

_____
NAME

_____
ADDRESS

_____
PROPER NAME OF BIDDER

DATE: _____

By: _____
SIGNATURE OF BIDDER

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

Street Address: _____

City, State, Zip Code: _____

Mailing Address: _____

City, State, Zip Code: _____

Telephone: _____ FAX: _____

END OF DOCUMENT

QUALIFICATIONS STATEMENT OF BIDDER'S QUALIFICATIONS

I, _____ ′ being first duly sworn, depose, say and certify
(Type or Print Name)
That I am the _____ of _____ ,
(Title) (Bidder Name)

the Bidder submitting the forgoing Bid Proposal.

1. **Bidder's Organization**

1.1 Form of entity of Bidder, i.e., corporation, partnerships, etc.:

1.1.1 If corporation, state the following: _____
State of incorporation: _____
Date of incorporation: _____
President: _____
Secretary:
_____
Treasurer: _____

1.1.2 If partnership, state the following:
Date of organization: _____
Type of partnership: _____
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 1.1.1, 1.1.2 and 1.1.4 as appropriate:
_____
_____
_____

1.1.3 If proprietorship, state the following:
Names of all proprietors: _____
_____
_____
_____

If joint venture, state the following:
Date of organization: _____
Names of all Joint Ventures; for each Joint Venture, identify the form of entity and provide the information requested by 1.1.1, 1.1.2 and 1.1.3 above for each Joint Venture, as appropriate:
_____
_____
_____

1.1.4 If other than listed above, describe type of organization and name all principals:
_____

1.2 How many years has your organization been in business as a contractor?

_____

1.3 How many years has your organization been in business under its present name?

_____

1.3.1 Identify any former names under which your organization has conducted business.

_____

2. Financial

2.1 If you are the apparent low bidder will you provide a Financial Statement for the identical organization of the Bidder? Yes ____No____. If no, explain the relationship and financial responsibility of the organization whose financial statement is provided (i.e. *parent* subsidiary, etc.).

2.2 The Financial Statement provided to be current audited, reviewed or compiled Financial Statement of your organization prepared by a Certified Public Accountant licensed in 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 and retained earnings).

3. Licensing

3.1 List all jurisdictions, other than the State of California, in which your organization is licensed to do business as a contractor, and for each jurisdiction listed, identify the class of license or description of the work permitted by the license.

_____

_____

3.2 California Contractor's License

3.2.1 License Number: _____

3.2.2 Expiration Date: _____

3.2.3 Responsible Managing Employee or Responsible Managing Officer:

_____

_____

3.2.4 License Classification(s):

_____

3.3 Has a claim or other demand ever been made against your organization's California Contractor's License Board? Yes____ No____. If yes, on a separate attachment state the following: (i) the name, address and telephone each such claimant; (ii) the date of each such claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

3.4 Has a complaint ever been filed against your organization's California Contractor's License with the California Contractor's License Board? Yes, ____ No_____. If yes, on a separate attachment state the following for each such complaint: (i) the name of the complainant; (ii) the date of the complaint, and (iii) the disposition thereof, including without limitation, any disciplinary action imposed by the California Contractor's License Board.

3.5 **Attach to this Statement true and correct copies of the following**:

3.5.1 Your organization's California Contractor's License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date: and (iii) the classification(s) of licensure).

3.5.2 The Contractor's License Bond posted by your organization in connection with your organization's California Contractor's License pursuant to California Business and Professions Code §§ 7071.5 and 7071.6 (the copy of must clearly and legibly show: (i) the Bond number or other information sufficient for identification; (ii) the name, address and telephone number of the Surety on the Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety and if such individual's authority is conferred by a power of attorney or by such individual's designation as an attorney in fact on behalf of the Surety, including a clear and legible copy of such power of attorney or attorney in fact designation; (iv) the principal on such Bond; and (v) the expiration date of such Bond).

3.5.3 If your organization's California Contractor's License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer of your organization, the Qualifier's Bond, if required pursuant to California Business & Professions Code §7071.9 (the copy must dearly and legibly show: (i) the Bond number or other information sufficient for identification; (ii) the name, address and telephone number of the Surety on the Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety and if such individual's authority is conferred by a power of attorney or by such individual's designation as an attorney in fact on behalf of the Surety, including a clear and legible copy of such power of attorney or attorney in fact designation; (iv) the principal on such Bond; and (v) the expiration date of such Bond).

4. Experience

4.1 List the categories of work your organization typically performs with its own forces.

_____

_____

4.2 Claims and suits (if you answer yes to any of the following, **you must attach details**).

4.2.1 Have any lawsuits or other proceedings, including without limitation arbitration proceedings, ever been brought against your organization or any of its principals or officers in connection with any construction contract or construction project? Yes ____ No____. If yes, describe the circumstances, the amount or relief sought and the disposition of each such lawsuit or other proceeding.

4.2.2 Has your organization ever filed a lawsuit or initiated other proceedings, including without limitation arbitration proceeding, in connection with any construction contract or construction project? Yes____ No____. If yes, describe the circumstances, the amount or relief sought and the disposition of each such lawsuit or other proceeding.

4.2.3 Are there any judgments, orders, decrees or arbitration awards pending, outstanding or by which your organization or any of its officers, partners, or principals are bound by? Yes____ No____. If yes, describe each such judgment, order or arbitration award and the present status of the satisfaction or discharge thereof.

4.3 **On a separate attachment, list all construction projects your organization has in progress** and for each project listed, state (i) a general description of the work performed or to be performed by your organization, (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, the owner's address and telephone number; (iv) the project architect, address and telephone number; (v) percent presently completed and (vi) the scheduled completion date.

4.4 **On a separate attachment, list all construction projects completed by your organization in the past five years** and for each project, 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, the owner's address and telephone number; (iv) contract amount; (v) date of completion; and (vi) whether the project was completed within contract time and contract budget.

4.5 Has your organization ever refused to sign a contract awarded to it? Yes____ No____. If yes, on a separate attachment state the following: (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the refusal to sign the contract.

4.6 Has your organization ever failed to complete a construction contract? Yes____ No____. If yes, on a separate attachment state the following: (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the failure to complete.

4.7 Has your organization ever been declared in default of a construction contract? Yes____ No____. If yes, on a separate attachment state the following: (i) describe each such contract; (ii) the owner's name, address and telephone number; (iii) a description of the project; and (iv) the circumstances of the declaration of default.

4.8 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond or Labor and Material Payment Bond posted by your organization in connection with any construction contractor or your submittal of a proposal on a construction contract? Yes____ No____. If yes, on a separate attachment state the following: (i) state the name, address and telephone number of each such claimant; (ii) the date of the claim; and (iii) the disposition thereof.

4.9 **On a separate attachment identify all contracts for Projects awarded to your organization by a California public school district (kindergarten through 12th grade) or a California community college district.** For each contract identified, provide: (i) an

identification of the district awarding the contract; (ii) the name, address, telephone and fax number of the person in each such district responsible for overseeing or administering such contract; (iii) the name, address, telephone and fax number of the individual at the office of the Architect of record for each such project responsible for oversight of the Project or administration of the contract; (iv) a general description of the Project, including dollar value of construction, size by square footage, type of structure, i.e., wood frame, masonry block, steel frame, etc. and type or use of Project, i.e., general classroom, administrative, laboratory, multi-use, etc.

5. References
(Include name, contact person, telephone/fax number and address of each reference provided).

5.1 Trade References (3 minimum)

_____
_____
_____
_____

5.2 Bank References

_____
_____
_____

5.3 Owner References (3 minimum)

_____
_____
_____
_____

6. I am authorized to execute this Statement of Bidder's Qualifications under penalty of perjury on behalf of the Bidder; I have personal knowledge of each of the responses contained in this Statement of Bidders' Qualifications and/or I have conducted necessary and appropriate inquiry to determine the truth, completeness and accuracy of each of the foregoing responses. The responses to each and all of the foregoing are complete and accurate; there are no omissions of material fact or information that render any of the foregoing false or misleading; there are no omissions of material fact or information that render any of the foregoing false or misleading, there are no misstatements of fact in any of the foregoing.

Executed this _____ day of _____20_____', at

_____

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

_____ _____
(Name – printed) (Signature)

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we,_____ as Surety and _____ , as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto Antelope Valley Community College District, hereinafter the "Obligee" for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal dated _____ 20___, which, inclusive of additive Bid Alternates, if any, is in the amount of _____ Dollars ($_____) to the Obligee for the Work commonly described as the **Antelope Valley Community College District, Tennis Court Rehabilitation** Bid #AVC2014/2015-1, Bid Package Description _____Bid Package No. _____.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of TEN PERCENT (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice from the Obligee of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of_____ , 20 _____by their duly authorized agents or representatives.

_____
(Principal Name)

(Corporate Seal) (Principal Name) By:_____

_____
(Typed or Printed Name)

Title:_____

_____
(Corporate Seal) (Surety Name)

By:_____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

_____
(Typed or Printed Name)

_____
(Area Code and Telephone Number of Surety)

DOCUMENT 00430

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code commencing at Section 4100) and any amendments thereof, each bidder shall set forth below:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract, in an amount in excess of one-half of one percent of the prime contractor's total bid and;

(b) The portion of the work which will be done by each subcontractor under this act.

The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall:

(a) Substitute any subcontractor,

(b) Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid or;

(c) Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

A prime contractor violating any of the provisions of Section 04100 shall be deemed to be in violation of this contract and the District may exercise the option, in its own discretion, of (1) canceling the contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved.

Prime Contractors bidding this work shall require, pursuant to Public Contract Code article 4108, all subcontractors providing labor and materials in excess of $100,000.00 to supply an original

signature and fully executed 100% Faithful Performance and 100% Payment Bond within 10 days of Prime Contractor's receipt of their Notice of Award letter. All prime contractors bidding on this work must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids. Failure to comply with this requirement shall not preclude contractor from complying with the subcontractor bonding requirements.

Bonds are required for each specification section or combination of sections which exceed(s) the limit listed above.

The practice of issuing separate purchase orders and / or subcontracts for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the Contractor from these requirements.

No payments, except for a reimbursement payment to the Prime Contractor for the cost of the Prime Contractor's own Faithful Performance and Payment Bonds, shall be made to the Prime Contractor until the Prime Contractor provides the aforementioned subcontractor bonds to the District through the Construction Manager.

DESIGNATION OF SUBCONTRACTORS

Portion of Work	Name of Subcontractor	Address of Subcontractor	Subcontractor's License No.*	Value of Subcontract In Dollars *

Portion of Work	Name of Subcontractor	Address of Subcontractor	Subcontractor's License No.*	Value of Subcontract In Dollars *

PROPER NAME OF BIDDER

BY

*If the portions of the Subcontractors List entitled "Subcontractor's License No." and "Value of Subcontract in Dollars" are not completed on the form of Subcontractors List submitted by a Bidder concurrently with its Bid Proposal, such Bidder shall, not later than **twenty-four (24) hours** after the time when the District commences the public opening and reading of Bid Proposals, submit the Subcontractor's License No. and Value of Subcontract in Dollars for each listed Subcontractor. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the bid Proposal for non-responsiveness.

(END OF SECTION)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA]
COUNTY OF _____]

BID PACKAGE NO. _____: BID PACKAGE DESCRIPTION: _____
PROJECT: **Antelope Valley Community College**: Tennis Court Rehabilitation - Bid #AVC2014/2015-1

I, _____, being first duly Sworn, deposes and says that I am
(Typed or Printed Name)

the _____of _____ ,
(Title) (Bidder Name)

the party submitting the foregoing Bid Proposal *("the* Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this _____ day of _____, 20___ at _____
(City, County and State)

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

_____ _____
(Signature) (Address)

_____ _____
(Name Printed or Typed) (City, County and State)

_____
(Area Code and Telephone Number)

AGREEMENT

This AGREEMENT is made this_____ day of _____ , 20____, in the city of **Lancaster**, County of **Los Angeles**, State of California, by and between Antelope Valley Community College District, 3041 West Avenue “K”, Lancaster, CA 93536, hereinafter "Owner" and _____:, with its principal place of business at _____, _____hereinafter "Prime Contractor".

WITNESSETH, that the Owner and the Prime Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work**. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, ·the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete within the agreed contract time in a workmanlike manner all of its Work required in connection with the work of improvement commonly referred to as Tennis Court Rehabilitation Bid #AVC2014/2015-1. Prime Contractor shall complete all of its Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the _____ and other Contract Documents enumerated in Article 5 below, along .with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. **Contract Time**. The Work shall be commenced on the date stated in the Owner's Notice to Proceed; the Prime Contractor shall achieve Substantial Completion of the Work within the Contract Time of delineated within the construction schedule from and after the Commencement Date set forth in the Notice to Proceed. The construction schedule is incorporated into the Bid Package.

3. **Contract Price**. The Owner shall pay the Prime Contractor as full consideration for the Prime Contractor's full, complete and faithful performance of the Prime Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for ill the Contract Documents, the Contract Price of _____ _____ ($_____). The Contract Price is based upon the Prime Contractor's Base Bid Proposal and the following Alternate Bid Items, if any: _____

   The Owner's payment of the Contract Price shall be in accordance with the Contract Documents.

4. **Liquidated Damages**. In the event of the failure or refusal of the Prime Contractor to achieve Substantial Completion of the Work as identified by the Contract Documents within the Contract Time, as adjusted, the Prime Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents. .

Prime Contractor shall be assessed liquidated damages in the amount of $1000.00/day in the manner as stated within the Supplementary Conditions for each and every day specific phases of the work required under the Project documents and Master Schedule remain unfinished past the time for completion, as set forth in the Agreement including Master Schedule and any extensions of time granted by the District to Prime Contractor under the terms of the Project documents.

5. **The Contract Documents**. The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents.

Notice to Contractors Calling for Bids	Agreement
Instructions for Bidders	Performance Bond
Supplementary Instructions	Labor and Material Payment Bond
Bid Proposal	Prevailing Wage Compliance Certification
Exclusion of Asbestos	Certificate of Workers Compensation
Non-Collusion Affidavit	Drug-Free Workplace Certificate
Statement of Bidder's Qualifications	General Conditions
Exclusion of Lead	Supplemental Conditions
Bid Addenda(s)	Safety Provisions
Specifications & Drawings	Baseline Construction Schedule
Guarantee	

6. **Authority to Execute**. The individual(s) executing this Agreement on behalf of the Prime Contractor is/are duly and fully authorized to execute this Agreement on behalf of Prime Contractor and to bind the Prime Contractor to each and every term, condition and covenant of the Contract Documents.

7. **Hold Harmless Agreement**: The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, employees, Construction Manager, Inspector/s, and the Architect and his consultants during the term of this agreement and one (1) year after the filing of the Notice of Completion from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reasons of:

   (A) Liability for damages for (1) death or bodily injury to persons, (2) in-jury to, loss or theft of property (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

   (B) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising

out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off College property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract; and

(C) The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, the Construction Manager and the Architect and his consultants on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

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

IN WITNESS WHEREOF, the Owner and the Prime Contractor as of the date set forth above have duly executed this Agreement.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

"OWNER"	"PRIME CONTRACTOR"
By:_____	By:_____
Title:_____	Title:_____
VP Admin Services/Designee	(Affix Corporate Seal)

SECTION 00505

PURCHASE ORDER TERMS AND CONDITIONS

1. **Acknowledge:** Receipt of this Purchase Order on space provided for acceptance on face hereof and return one (1) signed copy to Owner and Project Manager IMMEDIATELY or we reserve the right to cancel. Advise promptly, in writing of any delays or difficulties in making shipment or shipments.

2. **Submittals:** Vendor agrees to submit at his expense, to the Project Manager's office, shop drawings, samples color charts, or other descriptive data as may be necessary, within the time limit specified on accompanying Purchase Order, for approval of the project Owner or Project Manager, in strict accordance with project plans and specifications. Vendor further agrees to furnish additional copies of final approved drawings as required for Owner and Project Manager's use, and for use of other suppliers of labor or material on any project to which this transaction relates. Failure to meet any deadline constitutes grounds for unilateral cancellation of this Purchase Order *"for* cause" and entitles Owner to assess back charges against Vendor for the delays.

3. **Payment:** Will not be due before and unless items have arrived at destination in good condition, free from defects or deviations and are in complete accordance with plans and specifications of any project to which this transaction applies and to which any of the goods or services furnished by the Vendor may be delivered or destined, and acceptable to the Owner's Representative and to the Project Manager and until proper shipping documents and invoices have been properly executed and received, all as conditions precedent to payment. The price stated in this Purchase Order includes all applicable Federal, State and local sales taxes and delivery fees so that the goods, materials and supplies are delivered FOB @ job site at 'no additional cost to Owner and Project Manager. Payments will be made by check or draft. Exchange, if any, must be paid by Vendor. Discounts if any, will be taken on gross amount of invoice, unless otherwise specified and will be figured from date of acceptance by the Owner and Project Manager in accordance with this Purchase Order.

4. **Assignment:** In whole or in part no assignment of this Purchase Order will be honored without the prior written approval from the Owner or Project Manager.

5. **Delivery-Delays:** a) Unless otherwise provided in this Purchase Order or in other written agreement, delivery in whole shall be made on the agreed delivery dates and earlier deliveries may be returned at the Vendor's risk and expense. If shipped by other than Vendor, mark Vendor's name and Purchase Order Number on all bills of lading, delivery slips, packing slips or memos. Mark' the outside of the packages with Owner's and Project Manager's name, job number and Purchase Order Number. b) Delays attributable to the Vendor and or his suppliers may constitute a basis for cancellation in whole or in part of this Purchase Order and justify back charges assessed against the Vendor or a separate claim, to compensate the Owner for any and all consequential damages, loss, or delays in the timely prosecution and completion of the work of improvement.

6: **Liens:** Vendor agrees to deliver to Owner Project Manager the articles covered by this Purchase Order free and clear of all Liens, Claims and Incumbrances.

7. **Changes:** No changes in filling this Purchase Order as to quantities, descriptions, prices, F.O.B. point, etc., shall be made without prior, written authorization from Project Manager's purchasing department. Payments will not be made on unauthorized changes and differences in quantities and descriptions shall be returned at Vendor's expense and risk. Shipments containing backorders will not be accepted.

_____ _____

Owner Initials Vendor Initials

8. **Warranty:** All goods and services delivered or furnished by Vendor are fully warranted to be completely safe and fit for the purpose for which ordered and safe and fit for use upon any project for which ordered or for which delivered or destined. This warranty is in addition to all other warranties, express or implied and must accompany the final billing in writing.

9. **Compliance With Law:** Infilling this Purchase Order, the Vendor shall comply at all times with and give all stipulations and representations required by all Federal, State, Municipal and local laws ordinances, codes, rules, orders, requirements and regulations there under.

10. **Defective Work:** If material and or services performed by the Vendor is found to be defective, the Owner and Project Manager shall have the right to require the prompt correction thereof, if practicable, by the Vendor at the Vendor's expense and risk, or upon authorization by the Vendor, to correct the work in the Owner's "York site, back charging the Vendor for the cost of making such corrections. If correction of such work is impracticable, the Vendor shall bear all risk after notice of rejection and the Vendor will, if request to do so by the Owner and Project Manager, at its expense, promptly remove and replace such work, or the part or parts thereof which are unacceptable or defective, or if the Vendor is unable or refuses to replace promptly, the Owner and Project Manager may by this agreement or otherwise replace such work or such parts and back charge to the Vendor the excess cost occasioned to the Owner, thereby.

11. **Claims:** Vendor agrees to indemnify, save, and hold harmless the Owner and Project Manager for all loses from claims arising out of the delivery or use of the materials or services furnished by the Vendor, including but not limited to claims for damages resulting form death, bodily injury or property damage and' including any claims against the Owner and the Project Manager for damages due to breach of any warranty, express or implied and to defend any such claims to conclusion at his own expense (including fees and expenses due to employment of Attorneys).

12. **Cancellation:** This Purchase Order is severable as to each item ordered, by the Owner and the Project Manager and no payment hereunder, partial or final, will be considered as acceptance of any goods or services delivered or furnished or as a waiver of any promise or condition.

13. **Acceptance:** This Purchase Order when signed and accepted constitutes the entire agreement between the Owner and Vendor. All previous quotations, correspondence, negotiations, etc. are completely superseded by this Purchase Order.

14. **Resolution of Disputes:** If any disagreement or dispute arises out of, or related to, a claimed breach of this Purchase Order, or any subsequent amendment(s) thereto, arising out of or related to this transaction or any errors or omissions, failure to pay fees for services or work performed, or any other disagreement in the future of any nature, type or description regardless of the facts or the legal theories which may be involved, such claim(s) or dispute(s) shall be submitted 'to mediation by a mediator selected ' from the American Arbitration Association Panel of Mediators and the parties agree to try in good faith to reach agreement through mediation. If, after all reasonable efforts to resolve the issues by mediation have been exhausted and the parties are still in dispute, any remaining unresolved issues shall be decided by arbitration by a single neutral arbitrator from the Construction Panel of the Los Angeles office of the American Arbitration Association. All proceedings in connection with mediation or arbitration shall be held in Bakersfield, California.

_____ _____
Owner Initials Vendor Initials

Notice of the demand for mediation or arbitration shall be given in writing by one party to the other party to this Agreement within a reasonable time after the dispute has arisen. The arbitrator shall have the power to decide all questions of fact, law and equity. The award rendered by the arbitrator shall be final, conclusive, binding and not appealable, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

In the event that any dispute arises, it is agreed that each party shall bear its own attorneys fees and costs, except that each party shall pay one-half (50%) of the fees of the mediator, arbitrator, and any filing or administrative fees associated with mediation or arbitration.

The parties have read, understood, and considered the meaning, legal significance and implication of the above provisions and have knowingly and intentionally agreed to waive their right to trial by court, or jury, and proceed to resolve any and all claims and issues through the alternative dispute resolution protocol described herein.

_____ _____
Owner Initials Vendor Initials

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we _____,as Principal, and _____as Surety, are held and firmly bound unto Antelope Valley Community College District hereinafter "the Obligee", in the penal sum of _____ Dollars ($_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees passed on_____, 20___, has awarded to the Principal a Contract for the Work described as the Antelope Valley Community College District, Tennis Court Rehabilitation. Bid #AVC2014/2015-1. Bid Package Description: _____Bid Package No.: ____.

WHEREAS, the Principal, on or about , _____20___ entered into a written agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required there under; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed there under, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of

Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations there under, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance, or default, under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ___ day of _____, 20____ by their duly authorized agent or representative.

(Corporate Seal).

_____

(Principal Name)

By: _____

_____

(Typed or Printed Name)

Title: _____

(Corporate Seal)

(Surety Name)

By: _____

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

(Area Code and Telephone Number for Surety)

(Area Code and Telecopier Number for Surety)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we _____, as Principal, and _____as Surety, are held and firmly bound unto **Antelope Valley Community College District** hereinafter "the Obligee", in the penal sum of _____Dollars ($_____)in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees passed on _____, 20___ has awarded to the Principal a Contract for the Work described as Antelope Valley Community College District, Tennis Court Rehabilitation, Bid #AVC2014/2015-1. Bid Package Description: _____ Bid Package No.: _____

WHEREAS, the Principal, on or about, _____20___, entered into a written agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorney's fees pursuant to California Civil Code ~3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed there under, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition

or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20___ duly authorized agent or representative.

(Corporate Seal)

_____

(Principal Name)

By: _____

_____

(Typed or Printed Name)

Title: _____

(Corporate Seal)

_____

(Surety Name)

By: _____

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

_____

(Typed or Printed Name)

_____

(Area Code and Telephone Number for Surety)

_____

(Area Code and Telecopier Number for Surety)

GUARANTEE

The undersigned _____ (“Prime Contractor")

(Prime Contractor Name)

hereby warrants and guarantees that all work, materials, equipment and workmanship provided, furnished-or installed by or on behalf of Prime Contractor in connection with the work of improvement described as Antelope Valley Community College District, AVCCD – Tennis Court Rehabilitation (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Prime Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished, and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Prime Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that maybe unfit for use as specified or defective within a period of one (1) year from the date of the Owner's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Prime Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the Owner's issuance of the Notice to the Prime Contractor of any defect(s) in the Work, materials, equipment or workmanship, Prime Contractor authorizes the Owner, without further notice to Prime Contractor, to repaid; correct and/or replace any such defective item at the expense of the Prime Contractor. The Prime Contractor shall reimburse the Owner for all costs, expenses or fees incurred by the Owner in providing or performing such repairs, corrections or replacements within ten (10) days of the Owner's presentation of a demand to the Prime Contractor for the same. '

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Prime Contractor's Guarantee(s) and warranty (‘s) relating to the Work shall be binding upon the Prime Contractor's Performance Bond Surety and all successors or assigns of Prime Contractor and/or Prime Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Prime Contractor's guarantee(s) and warranty (‘s) or any guarantee(s) or warranty (‘s) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Prime Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Prime Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Prime Contractor and to bind Prime Contractor to each and every provision hereof.

Dated: _____ By: _____

(Signature)

_____

(Typewritten or handwritten name)

_____

(Title)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I _____ the _____ of
(Name) (Title)
_____, declare, state, and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) 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 none 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 either as an individual employer, or one employer in a group of employers, 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."

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

_____
(Contractor Name)

By: _____
(Signature)

_____
(Typed or printed name)

DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, the _____ of
(Print Name) (Title)

_____, declare, state, and certify to all of the following;
(Prime Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Prime Contractor that a drug free workplace will be provided by Prime Contractor 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 Prime Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:

      (i) The dangers of drug abuse in the workplace;

      (ii) Prime Contractor's policy of maintaining a drug-free workplace;

      (iii) The availability of drug counseling, rehabilitation and employee assistance programs; and

      (iv) The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Prime Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

3. Prime Contractor agrees to fulfill and discharge all of Prime Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter aha, publishing a statement notifying employees concerning: (a) the prohibition of any controlled

substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

4. Prime Contractor and I understand that if the Owner determines that Prime Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Prime Contractor and I further understand that, should Prime Contractor violate the terms of the Drug-Free Workplace Act of 1990, Prime Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

5. Prime Contractor and I acknowledge that Prime Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Prime Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug Free Workplace Act of 1990.

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

Executed at _____ this _____ day of
(City and State)

_____, 20___.

_____
(Signature)

_____
(Handwritten or Typed Name)

DOCUMENT 00663

HAZARDOUS MATERIALS CERTIFICATION

Contract for category number_____ for the **ANTELOPE VALLEY COMMUNITY COLLEGE - TENNIS COURT REHABILITATION** project between ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT ("District") and _____ ("Bidder").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polyclorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal and 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 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, remolite, 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 wheter 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.

Date: _____

Proper Name of Contractor: _____

Signature of authorized person: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00664

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION (Contractor)

The undersigned does hereby certify to the governing board of the **ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT** ("District") as follows:

1. That I am a representative of _____ ("Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of the Contractor.

2. That Contractor has complied with the fingerprinting and criminal background investigation requirements of California Education Code section 45125.1 and 45125.2 with respect to all Contractor's employees and subcontractors who may have contact with District pupils in the course of providing services pursuant to the Contract, and that the California Department of Justice has determined that none of Contractor's employees (or employees of any subcontractors of Contractor) has been convicted of a felony, as that term is defined in Education Code section 45122.1.

3. That a complete and accurate list of Contractor's and subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

Date: _____

Proper Name of Contractor: _____

Signature of authorized person: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00666

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

Contract for category number _____ for the **ANTELOPE VALLEY COMMUNITY COLLEGE - TENNIS COURT REHABILITATION** project between ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT ("District") and _____ ("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, if this Project is subject to a labor compliance program.

Date: _____

Proper Name of Contractor: _____

Signature of authorized person: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00667

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Contract for category number _____ for the **ANTELOPE VALLEY COMMUNITY COLLEGE - TENNIS COURT REHABILITATION** project between ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT ("District") and _____ ("Bidder").

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

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Heath & 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.

Date: _____

Proper Name of Contractor: _____

Signature of authorized person: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00668

LEAD-BASED MATERIALS CERTIFICATION

Contract for category number _____ for the **ANTELOPE VALLEY COMMUNITY COLLEGE - TENNIS COURT REHABILITATION** project between ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT ("District") and _____ ("Bidder").

This certification provides notice to the Contractor that:

(1) Contractor's work may disturb lead-containing building materials

(2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. LEAD AS A HEALTH HAZARD

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the enviroment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generat high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. OVERVIEW OF CALIFORNIA LAW

Education Code section 32240 et seq. is know as the Lead-Safe-Schools Protection act. Under this act, the Department of Health Services is to conduct a sample survey of schools

in the State of California for the purpose of developing risk factors to predict lead contamination in public schools (Ed Code, § 32241.)

Any school that undertakes any action to abate existing risk facors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed.Code § 32243, subd. (b.) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed.Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Adminstration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination / emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adquately comply with all applicable laws, rules and regulations governing lead-based materials (including Title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. RENOVATION, REPAIR AND PAINTING RULE, SECTION 402(c)(3) OF THE TOXIC SUBSTANCES CONTROL ACT

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovation firms, using renovators with training by an EPA-accredited training provider, and fully and adquately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within Title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. CONTRACTOR'S LIABILITY

If the Contractor fails to comply with any applicable laws, rules, regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom,

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature of authorized person: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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ARTICLE 1: DEFINITIONS; GENERAL

1.1 Owner. The term "Owner" shall refer to the ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT unless otherwise stated, references to the "Owner" in the Contract Documents shall mean the Owner, the Owner's authorized representatives, including the Project Manager, if a Project Manager is designated, the Owner's Board of Trustees and the Owner's officers, employees, agents and representatives. .

1.2 Prime Contractor. The Prime Contractor is the person or entity identified as such in the Agreement; references to "Prime Contractor" in the Contract Documents shall mean the Prime Contractor or the Prime Contractor's authorized representative. Each Prime Contractor shall enter into an Agreement with the Owner to perform a certain portion or portions of the Work. There will or may be more than one Prime Contractor under this Multiple Prime - PM project delivery system. Whenever the term "Contractor" in the singular or "Contractors" in the plural is used in this document, it shall refer individually and collectively to one or all of the Prime Contractors, as the context implies.

1.3 Architect. The Architect is the person or entity identified as such in the Agreement; references to the "Architect" in the Contract Documents shall mean the Architect or the Architect's authorized representative.

1.4 The Project Manager. The Project Manager is the person or entity identified as such in the Agreements: references to the Project Manager in the Contract Documents shall mean the Project Manager or the Project Manager's authorized representative. The Project Manager's duties are to coordinate, expedite, manage, and supervise the Project. The Project Manager will provide an on-site Project Manager whose function is to represent the Owner in all on site construction matters, and coordinate the work of various individual “Prime Contractors”.

1.5 The Work. The term "Work" shall be deemed to mean 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 Prime Contractor to fulfill the Prime Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

1.6 The Project. The Project is the total construction of which the Work performed by the Prime Contractors under the Contract Documents which may be the whole or a part of the Project and which may include construction by the Owner or by separate Contractors.

1.7 Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.

1.8 Subcontractors; Sub-Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Prime Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means any subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does

not include separate Prime Contractor to the Owner or Subcontractors of any separate Contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The-term "Sub-Subcontractor" is referred to throughout the Contract Documents as if singular in number and means any Sub-Subcontractor, of any tier, or an authorized representative of any Sub-Subcontractor.

1.9 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 performance of the Work of the Contract.

1.10 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 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.

1.11 Special Conditions; Supplemental Conditions. To the extent they are part of the Contract Documents, Special Conditions and Supplemental Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions, which apply to the Work.

1.12 Contract Documents. The Contract Documents consist of the Agreement between the Owner and the Prime Contractor, Conditions of the Contract (whether General, Special, Supplemental, Division one, Bid packages, or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.13 Intent and Correlation of Contract Documents.

1.13.1 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 awarded to the Prime Contractor by the Owner. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Prime Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable there from 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 Prime Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.13.2 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.

1.13.3 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. The most stringent takes precedent.

1.13.4 Conflicts, Order of Precedence. Notwithstanding the order of precedence provisions set forth in this Paragraph, in the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on Contractor or requiring the greater quantity or higher quality material or the workmanship shall prevail, unless otherwise directed by Project Manager or Design Consultant in writing. Conflicts that cannot be so resolved shall be interpreted in accordance with the following order of precedence (the first being the highest order of precedence):

1. Applicable Laws (provided, however, that where the Contract Documents or manufacturer's recommendations or specification required standards higher than those of Applicable Laws, the Contract Documents or manufacturer recommendations or specifications shall control)
2. Bid Packages
3. Change Orders, Unilateral Change Orders, and Field Orders
4. Addenda
5. Construction Contract
6. Supplementary Conditions
7. General Conditions
8. General Requirements
9. Specifications
10. Drawings (with large-scale details taking precedence over smaller scale details)
11. Reference Documents

1.14 Shop Drawings; Samples; Product Data ("Submittals"). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Prime Contractor or a Subcontractor, Sub-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 Prime Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Prime Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as "Submittals".

1.15 (PROJECT SPECIFIC) Division of State Architect ("DSA"). The DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulation Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.

1.16 (PROJECT SPECIFIC) Owner's Inspector. The Owner's Inspector is the individual designated and employed by the Owner in accordance with the requirements of Title 24 of the California Code of Regulations. The Owner's Inspector shall be authorized to act on behalf of the Owner 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.

1.17 Contract Document Terms. As used in the Contract Documents, the term "provide" shall mean "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 there from.

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

1.19 Record Drawings. The Record Drawings are a set of the Drawings marked by the Prime 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. The owner with withhold five percent (5%) of the monthly progress payments and the total cost thereafter in addition to the ten percent (10%) retention. The five percent (5 %) is to ensure. that project closeout documents including but not limited to as-built drawings are complete and submitted to the owner as a condition for final payment.

1.20 Project Manager. The Project Manager is the individual or entity designated as such in the Supplemental Conditions. The Project Manager is an independent contractor retained by the Owner and shall be authorized and empowered to act on behalf of the Owner. The Owner reserves the right to remove or replace the Project Manager during Prime Contractor's performance of the Work. The replacement of the designated Project Manager shall not result in the adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Prime Contractor's obligations hereunder.

1.21 Construction Equipment. The term “Construction Equipment” shall be deemed to refer to equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

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

ARTICLE 2: OWNER

2.1 Information Required of Owner.

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 Owner are set forth in the Contract Documents. Information not provided by the Owner or necessary information in addition to that provided by the Owner concerning physical characteristics of the site of the Work which is required for Prime Contractor's completion of the Work in accordance with the terms of the Contract Documents shall be obtained by Prime Contractor without adjustment to the Contract Price or the Contract Time.

2.1.2 Permits; Fees. Except as otherwise provided in the Contract Documents, the Owner 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 Prime Contractor under the Contract Documents. To the extent that permits and fees are designated as the responsibility of the Prime Contractor under the Contract Documents, the Prime Contractor shall be solely

responsible for obtaining the same; the cost of such permits or fees and any costs incurred by the Prime 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, the Owner shall furnish the Prime Contractor, free of charge, the number of copies of the Drawings and the Specifications as set forth in the Supplemental Conditions. All of the Drawings and the Specifications provided by the Owner to the Prime Contractor remain the property of the Owner; the Prime 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 Owner under the Contract Documents shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the Owner under the Contract Documents is obtained from sources believed to be “reliable" but the Owner neither guarantees nor warrants that such information is complete and accurate. The Prime Contractor shall verify all information provided by the Owner. 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 and/or existing improvements depicted in the Contract Documents are as they are believed to exist. Prime 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 Owner liability therefore, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.2 Owner's Right to Stop the Work. In addition to the Owner's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the Owner, may, by written order, direct the Prime Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Prime 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 Owner to stop the Work hereunder shall not be deemed a duty on the part of the Owner to exercise such right for the benefit of the Prime Contractor or any other person or entity, nor shall the Owner's exercise of such right waive or limit the exercise of any other right or remedy of the Owner under the Contract Documents or at law.

2.3 Partial Occupancy or Use.

2.3.1 Owner's Right to Partial Occupancy. The Owner may occupy or use any completed or partially completed portion of the Work, provided that: (i) the Owner has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the Owner and the Prime Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retention, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the Owner. In the event the Prime Contractor and the Owner are unable to agree upon the matters set forth in (ii) above, the Owner may nevertheless use or occupy any completed or partially completed portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the Owner, the Owner's Inspector, the Prime 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.

2.3.2 No Acceptance of Defective or Nonconforming Work. Unless otherwise expressly agreed upon by the Owner and the Prime Contractor, the Owner's partial occupancy or use of the Work or any portion thereof, shall not constitute the Owner's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

2.4 The Owner's Inspector. In addition to the authority and rights of the Owner's Inspector as provided for elsewhere in the Contract Documents, all of the Work shall be performed under the observation of the Owner's Inspector. The Owner's Inspector shall have access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The performance of the duties of the Owner's Inspector under the Contract Documents shall not relieve or limit the Prime Contractor's performance of its obligations under the Contract Documents.

ARTICLE 3: ARCHITECT

3.1 Architect's Administration of the Contract.

3.1.1 Administration of Contract. The Architect will provide administration of the Contract as described in the Contract Documents, and will be one of the Owner's representatives during construction until the time that Final Payment is due the Prime Contractor under the Contract Documents. The Architect will advise and consult with the Owner, the Project Manager and the Owner's Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the Owner 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.

3.1.2 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 Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

3.1.3 Prime Contractor Responsibility for Construction Means, Methods and Sequences. Each Prime Contractor shall be fully responsible for the construction means, methods, techniques, procedures and sequences necessary and appropriate to fully complete in a workmanlike manner of good quality free from defects and on time all of the work awarded to the Prime Contractor by Owner. 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 Prime Contractor's responsibility. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Prime Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.1.4 Verification of Applications for Payment. In accordance with Article 8 hereof, the Architect will review the Prime Contractor's Applications for Progress Payments and for Final Payment, verify the extent of Work performed and the amount properly due the Prime Contractor on such Application for Payment. The Architect and the Inspector of record shall review progress as-built drawings before sign off on monthly and final payments.

3.1.5 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or

advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

3.1.6 Submittals.

3.1.6.1 Architect's Review. The Architect will review and approve or take other appropriate action upon the Prime Contractor's Submittals, but only for the limited purpose of checking for 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 Prime Contractor as required by the Contract Documents. The Architect's review of the Prime Contractor's Submittals shall not relieve the Prime 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.

3.1.6.2 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 Prime Contractor, the Owner or the Owner's separate Prime 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.

3.1.7 Changes to the Work; Change Orders. The Project Manager will prepare the Change Orders for review by the Architect where he or she may authorize minor Changes in the Work in accordance with Article 9.9 hereof. The Architect shall identify and direct the project manager whether to proceed or not on changes in work pertaining to life safety and structural changes before obtaining DSA approval. The Architect shall compile and submit to DSA respective Field Change Directives for approval.

3.1.8 Completion. The Architect will conduct observations to determine the date or dates of Substantial Completion and issue a certificate of substantial completion and the date of Final Completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Prime Contractor, and will verify that the Prime 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.

3.1.9.1 Authority of Architect. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the Owner or the Prime Contractor. The Architect's response to such requests will be made with reasonable promptness and within the 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 arid decisions, the Architect will endeavor to secure faithful performance by both the Owner and the Prime 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.

3.1.9.2 Request for Information. In the event that the Prime Contractor shall encounter any condition which the Prime 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 Prime Contractor to timely notify the Architect, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. In the event that the Prime Contractor shall fail to so timely notify the Architect in writing of any Conditions encountered and the Prime Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Prime 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 Prime 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 Prime Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Prime Contractor request for information shall conform to the standards and time frame set forth in Article 3.1.9.1 of these General Conditions. The foregoing provisions notwithstanding, in the event that the Architect reasonably determines that any of Prime Contractor's request(s) for information pursuant to this Article 3.1.9.2: (i) does not reflect adequate or competent supervision or coordination by the Prime Contractor or any Subcontractor; or (ii) does not reflect the Prime 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, Prime Contractor shall be liable to the Owner for all costs incurred by the Owner 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 Owner. In responding to any of Prime Contractors 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 Prime Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the Owner shall be authorized to deduct such amount from any portion of the Contract Price then or thereafter due the Prime Contractor.

3.2 Communications; Project Manager and Architect's Role. 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 Prime Contractor and the Owner shall be through the Project Manager. All written communications between separate contractors, if any, shall be through the Project Manager. All written communications between the Prime Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Prime Contractor to perform or provide any portion of the Work shall "be available to the Owner, the Project Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Prime Contractor to permit the Owner, the Project Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Prime Contractor hereunder.

3.3 Termination of Architect; Substitute Architect. In case of termination of employment of the Architect, the Owner shall appoint a substitute architect whose status under the Contract Documents shall be that of the Architect.

ARTICLE 4: THE PRIME CONTRACTOR

4.1 Prime Contractor Review of Contract Documents.

4.1.1 Examination of Contract Documents. The Prime Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to the Contract Documents and shall at once report to the Project Manager and Architect any errors, inconsistencies or omissions discovered. If the Prime Contractor performs any Work knowing, or what with reasonable diligence it should have discovered or known, that such Work involves an error, inconsistency or omission in the Contract Documents without prior notice to the Project Manager and Architect of the same, the Prime 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 Prime 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 Prime 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. Dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Prime Contractor shall be solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Prime Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Prime 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.

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

4.2 Site Investigation; Subsurface Conditions.

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4.2.1 Prime Contractor Investigation. The Prime 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 Prime 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 Owner assumes no responsibility to the Prime 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 Prime 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 Owner under the Contract Documents. Subsurface data or other soils investigation report provided by the Owner 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 are neither guaranteed nor warranted by the Owner to be complete and accurate. The Prime 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 Owner assumes no responsibility for any conclusions or interpretations made by Prime Contractor on the basis of available subsurface data or other information furnished by Owner 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 Prime Contractor shall promptly and before the following conditions are disturbed, notify the Owners Inspector, in writing, of any: (i) material that the Prime 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 Owner of the conditions described above and upon the Owner's investigation thereof, the Owner 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 Owner shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising betw.een the Prime Contractor and the Owner as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Prime Contractor from the completion of the Work within the Contract Time and the Prime Contractor shall proceed with all Work to be performed under the Contract Documents. The Owner reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the Owner 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. Each Prime Contractor shall supervise and direct performance of its own Work in accordance with the Master Schedule prepared by the Project Manager, using the Prime Contractor's best skill and attention. The Prime Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, without interference with, disruption of, or delay to the work of other Contractors working on the Project, unless Contract Documents give other specific instructions concerning these matters. The Prime Contractor shall be responsible for inspection of portions of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent Work.

4.3.2 Responsibility for the Work; Coordination of the Work. The Prime Contractor shall be responsible to the Owner for acts and omissions of the Prime Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Prime Contractor. The Prime Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Project Manager, Owner's Inspector or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals

required or performed by persons other than the Prime Contractor. The Prime Contractor shall be responsible for all necessary or appropriate coordination of the Work and component parts thereof so that Substantial Completion of the Work will be achieved within the Contract Time and the Work will be completed for the Contract Price. The coordination of the Work is a material obligation of the Prime Contractor hereunder and shall include without limitation, conducting regular coordination meetings with its Subcontractors and Material Suppliers, sequencing the operations of Subcontractors and Material Suppliers, and adapting its planned means, methods and sequences of construction operations as necessary to accommodate field or changed conditions at the Site.

4.3.3 Surveys. The Prime 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 Prime 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 Prime 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 Prime Contractor shall arrange for the furnishing of and shall pay the costs of all utility services, including, without limitation, electricity, water, gas and telephone necessary for performance of the Work and the Prime Contractor's obligations under the Contract Documents. The Prime Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including meters, to the Site. Any such temporary distributions shall be removed by the Prime 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 Prime Contractor and included in the Contract Price.

4.3.5 Existing Utilities; Removal, Relocation and Protection. In accordance with California Government Code §4215, the Owner shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Prime Contractor shall be compensated for the costs of locating, repairing damage not due to the Prime 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. Prime Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the Owner or the owner 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 Owner 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. In the event that Prime Contractor, in performing the Work, shall encounter utility facilities not identified by the Owner in the Drawings, Specifications, or other Contract Documents, the Prime Contractor shall immediately notify, in writing, the Owner, the Owner's Inspector, the Architect, the Project Manager and the utility owner. 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 Prime Contractor to do such repairs or relocation work at a reasonable price.

4.4 Labor and Materials.

4.4.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Prime 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

or to be incorporated in the Work.

4.4.2 Employee Discipline. The Prime Contractor shall enforce strict discipline and good order among the Prime Contractor's employees, the employees of any Subcontractor or Sub subcontractor, and all other persons performing any part of the Work at the Site. The Prime Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Prime Contractor shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the Owner to be unfit or incompetent to perform Work and thereafter, the Prime 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 Owner, which consent may be withheld in the reasonable discretion of the Owner.

4.4.3 Prime Contractor's Superintendent. The Prime 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 Prime Contractor's communications relating to the Work or the Contract Documents shall be through the Prime Contractor's superintendent. The superintendent shall represent the Prime Contractor and communications given to the superintendent shall be binding as if given to the Prime Contractor. The Prime Contractor shall dismiss the superintendent or any of his/her assistants if they are deemed, m the sole reasonable judgment of the Owner, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the Owner shall have the right to approve of the replacement superintendent or assistant.

4.4.4 Prohibition on Harassment.

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

4.4.4.2 Prime Contractor's Adoption of Anti-Harassment Policy. Prime Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination m the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Prime 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. Prime Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies m conformity with this Article 4.4.4.

4.4.4.3 Prohibition on Harassment at the Site. Prime Contractor shall not permit any person, whether employed by Prime Contractor, a Subcontractor, Sub-subcontractor, or any either person or entity, performing any portion of the Work at or about the Site to engage m 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 m 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 m a prohibited form of harassment directed to any student, faculty member or staff of the Owner 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 Owner's receipt of any notice or compliant that any person employed directly or indirectly by Prime Contractor m performing or providing the Work has engaged m a prohibited form of harassment, the Owner will promptly undertake an investigation of such notice or complaint. In the event that the Owner, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the Owner shall promptly notify the Prime Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the Owner's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, Owner 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. Prime Contractor and the Surety shall defend, indemnify and hold harmless the Owner 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 Owner 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 Prime Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Prime Contractor and the Surety under the preceding sentence shall be 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 shall survive the completion of the Work or the termination of the Contract.

4.5 Taxes. The Prime 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 Prime 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 Owner 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 Prime 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 Prime 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 Prime Contractor shall promptly notify the Architect and the Owner's Inspector, in writing, of the same. If the Prime 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 Owner's Inspector, the Prime Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated there from, including without limitation, the removal, replacement or correction of the same.

4.7 Submittals.

4.7.1 Purpose of Submittals. Shop Drawings, Product Data, Samples and similar submittals (collectively "Submittals") are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Prime 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 Prime Contractor's Submittals.

4.7.2.1 Prompt Submittals. The Prime Contractor shall review, approve and submit to the Project Manager and Architect or such other person or entity designated by the Owner, 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 Prime Contractor to the Architect within the time frames set forth in the Submittal Schedule incorporated and made a part of the Master Schedule prepared the Project Manager and as specified in Article 7 of these General Conditions. Prime Contractor's submission of Submittals in conformity with the Submittal Schedule is a material consideration of the Contract. In the event of Prime Contractor's failure or refusal to deliver Submittals to the Architect in accordance with the Submittal Schedule, the Prime Contractor shall be subject to per diem assessments in the amount set forth in the Supplemental Conditions for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Prime Contractor's submission of such Submittal. Prime Contractor and Owner acknowledge and agree that if Prime Contractor shall fail to deliver Submittals in accordance with the Submittal Schedule, the Owner will incur costs and expenses not contemplated by the Contract Documents, the exact amount of which are difficult to ascertain and fix. Prime Contractor and the Owner acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Supplemental Conditions represents a reasonable estimate of costs and expenses the Owner will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Prime Contractor's submission of all required Submittals in accordance with the Submittal Schedule, in the event that the Owner 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 and/or such Submittals are not otherwise complete and accurate so as to require re-submission, Prime 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 Prime Contractor's delayed submission of Submittals. In the event of the Owner's imposition of the per diem assessments due to the Prime Contractor's delayed submission of Submittals or in the event of the Owner's assessment of costs and expenses incurred to review incomplete or inaccurate Submittals, the Owner may deduct the same from any portion the Contract Price then or thereafter due the Prime Contractor. Submittals not required by the Contract Documents or which do not otherwise conform to 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 Prime 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 Prime Contractor thereto prior to submission to the Architect for review. Any Submittals not bearing the Prime Contractor's written approval shall be subject to return to the Prime 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 Prime Contractor without adjustment to the Contract Time or the Contract Price.

4.7.2.3 Verification of Submittal Information. By approving and submission of Submittals, the Prime Contractor represents to the Owner and Architect that the Prime 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.

4.7.2.4 Information Included in Submittals. All Submittals shall be accompanied by a written transmittal or other writing by the Prime 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 Prime Contractor's Submittals.

4.7.2.5 Prime Contractor Responsibility for Deviations. The Prime Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's approval of Submittals unless the Prime 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 Prime Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's approval thereof.

4.7.2.6 No Performance of Work without Approval. The Prime Contractor shall perform no portion of the Work requiring the Architect's review and approval of Submittals until the Architect has completed its review and granted its approval of such Submittal. The Prime 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 approved. Such Work shall be in accordance with approved 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 Prime Contractor shall be as set forth elsewhere in the Contract Documents, including without limitation, Article 3.1.6 of the General Conditions. If the Architect returns a Submittal as rejected or requiring correction(s) and re-submission, the Prime Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in order to obtain the Architect's approval. 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, Prime 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 Prime Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that the Prime Contractor provides advance written notice to the Architect of such proposed substitution or alternative and certifies to the Architect that the quality, performance capability and functionality (including visual and/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 Prime 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, Prime 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 Prime Contractor shall not provide, furnish or install any substitution or alternative without the Architect's prior approval of the same; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect's approval of the same shall be subject to removal pursuant to Article 12 hereof. The Architect's decision shall be final regarding the approval or disapproval of the Prime Contractor's proposed substitutions or alternatives. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Prime Contractor and which is approved by the Architect; provided, however, that in the event a substitution or alternative is approved by the Architect and purchase, fabrication and/or installation or such approved 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 Prime Contractor's furnishing and/or installation of such approved substitution or alternative. The Prime Contractor shall be solely responsible for all costs and fees of the Architect, of the Architect's consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Prime Contractor shall be solely responsible for any increase in the cost of any approved 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 Prime Contractor not later than thirty-five (35) days following the date of the Owner's award of the Contract to Prime Contractor by action of the Owner's Board of Trustees. The Architect may reject, without review, any request for approval of proposed alternatives or substitutions submitted more than thirty-five (35) days after the date of the Owner's award of the Contract to Prime Contractor. 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 Prime Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

4.8.3 Placement of Material and Equipment Orders. Prime Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/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. Prime Contractor shall require that any Subcontractor or Sub Subcontractor performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor or Sub-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 Architect, the Prime Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor or Sub-Subcontractor.

4.8.4 Owner's Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, in the event that the Prime Contractor shall, upon request of the Architect, fail or refuse, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the Owner determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the Owner shall have the right, but not the obligation, to place such orders on behalf of the Prime Contractor. In the event that the Owner shall exercise the right to place orders for materials and/or equipment

pursuant to the foregoing, the Owner's conduct in that regard shall not be deemed to be an exercise, by the Owner, 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 Prime Contractor pursuant to Article 4.3.1 Hereof. Notwithstanding the right of the Owner to place orders for materials and/or equipment pursuant to the foregoing, the election of the Owner to exercise, or not to exercise, such right shall not relieve the Prime Contractor from any of Prime Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. In the event that the Owner shall exercise the right hereunder to place orders for materials and/or equipment on behalf of Prime Contractor pursuant to the foregoing, Prime Contractor shall reimburse the Owner for all costs and fees incurred by the Owner in placing such orders; such costs and fees may be deducted by the Owner from any portion of the Contract Price then or thereafter due the Prime Contractor.

4.9 Safety.

4.9.1 Safety Programs. The Prime 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 Prime 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 Prime Contractor of its obligations hereunder, the Prime Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

4.9.2 Safety Precautions. The Prime 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 Prime Contractor or the Prime Contractor's Subcontractors or Sub-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.

4.9.3 Safety Signs, Barricades. The Prime 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 owners and users of adjacent sites and utilities.

4.9.4 Safety Notices. The Prime 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 Prime Contractor shall designate a responsible member of the Prime 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 Prime Contractor's superintendent unless otherwise designated by the Prime Contractor in writing to the Owner's Inspector and the Architect.

4.9.6 Emergencies. In an emergency affecting safety of persons or property, the Prime Contractor shall act, at the Prime Contractor's discretion, to prevent threatened damage, injury or loss.

4.9.7 Hazardous Materials.

4.9.7.1 Use of Hazardous Materials. In the event that the Prime 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 Prime 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 Owner 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 Prime Contractor knows, or should have known with reasonably diligent investigation, to contain ACBM's, Prime Contractor shall promptly notify the Architect and the Owner's 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. Prime Contractor warrants to the Owner that there are no materials or products used or incorporated into the Work which contain ACBM's. 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 ACBM's, the Prime 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 ACBM's 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. Prime Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Prime Contractor's completion of the Work or the Owner's acceptance of the Work. In the event that the Prime Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBM's forming a part of, or incorporated into the Work, within ten (10) days of the date of the Owner's written notice to the Prime Contractor of the existence of ACBM materials or products :in the Work, the Owner may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the Owner 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 Owner :in connection with such removal and replacement shall be the responsibility of the Prime Contractor and the Prime Contractor's Performance Bond Surety.

4.9.7.3 Disposal of Hazardous Materials. Prime Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Prime 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 Prime Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the Owner 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 Prime Contractor at the Site shall be available to the Owner, the Project Manager, the Architect, the Owner's Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Prime Contractor pursuant to the foregoing shall be

assembled and transmitted to the Architect for delivery to the Owner.

4.10.2 Maintenance of Record Drawings. During its performance of the Work, the Prime Contractor shall maintain Record Drawings, as described in Article 1.18 hereof, 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 Prime Contractor during the performance of the Work. At any time during the Prime Contractor's performance of the Work, upon the request of the Owner, the Owner's Inspector or the Architect, the Prime Contractor shall make the Record Drawings maintained here under available for the Owner s review and inspection. The Owners review and inspection of the Record Drawings during the Prime Contractor's performance of the Work shall be only for the purpose of generally verifying that Prime 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 Owner's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Prime Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the Owner may be deemed by the Owner to be Prime Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the Owner for the Prime Contractor's failure or refusal to continuously maintain the Record Drawings, the Owner may, upon reasonably determining that the Prime 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 Prime Contractor and the Owner may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Prime Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Prime Contractor shall deliver the Record Drawings to the Project Manager.

4.11 Use of Site. The Prime 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 Prime Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Prime Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The Owner shall at all times have access to the Site.

4.12 Clean Up. The Prime 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, Prime Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. In the event that the Work of the Contract Documents includes painting and/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, Prime 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 Owner under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to Owner. The Owner's Inspector or Project Manager shall be authorized to direct the Prime Contractor's clean-up obligations hereunder. If the Prime Contractor fails to clean up as provided for in the Contract Documents, the

Owner may do so, and all costs incurred in connection therewith shall be charged to the Prime Contractor; the Owner may deduct such costs from any portion of the Contract Price then or thereafter due the Prime Contractor.

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

4.14 Facilities and Information for the Owner's Inspector.

4.14.1 Information to Owner's Inspector. The Prime Contractor shall furnish the Owner's Inspector access to the Work for obtaining such information as may be necessary to keep the Owner's Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein. The Owner's Inspector shall be authorized to exercise the Owner's rights under Article 2.2 of the General Conditions with respect to stoppage of the Work.

4.14.2 Facilities for Owner's Inspector. The Project Manager shall provide, at no additional cost or expense to the Owner, for use by the Owner, the Project Manager and the Owner's Inspector, at the Site, a temporary trailer meeting or exceeding the requirements set forth in the Specifications, along with the items of furniture, furnishings and office equipment identified in the Specifications. The Project Manager shall provide and pay for all costs, including without limitation, utility and telephone services associated with the use of such temporary trailer, until removal of the same is authorized by the Owner. The costs for providing of all such items pursuant to the foregoing shall be included within the Contract Price.

4.15 Patents and Royalties. The Prime Contractor and the Surety shall defend, indemnify and hold harmless the Owner 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 in connection with performance of the Work under the Contract Documents.

4.16 Cutting and Patching. The Prime 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 Prime Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the Owner or separate contractors by cutting, patching, excavation or other alteration. The Prime Contractor shall not cut, patch or otherwise alter the construction by the Owner or separate contractor without the prior written consent of the Owner or separate contractor thereto, which AVCCD consent shall not be unreasonably withheld. The Prime Contractor shall not unreasonably withhold consent to the request of the Owner or separate contractor to cut, patch or otherwise alter the Work.

4.17 Encountering of Hazardous Materials. In the event the Prime 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 Prime 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 Prime Contractor shall immediately notify the Owner's Inspector and the Architect, in writing, of such condition. The Prime 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 Prime 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 Prime Contractor encountering such Hazardous Materials.

4.18 Wage Rates; Employment of Labor.

4.18.1 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 Owner 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 for each craft, classification or type of worker needed to execute the Contract. 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 shall be deemed to 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 (11/2) times the above specified rate of per diem wages, unless otherwise specified. The Prime Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

4.18.2 Payment of Prevailing Rates. There shall be paid each worker of the Prime 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 Prime Contractor or any Subcontractor, of any tier, and such worker.

4.18.3 Prevailing Rate Penalty. The Prime Contractor shall, as a penalty, forfeit Fifty Dollars ($50.00) to the Owner 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 Prime Contractor or by any Subcontractor, of any tier, in connection with the Work. Pursuant to California Labor Code §1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Prime Contractor.

4.18.4 Payroll Records. Pursuant to California Labor Code §1776:

4.18.4.1 The Prime 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 journeyman, apprentice, worker or other employee employed by them in connection with the Work.

4.18.4.2 The payroll records enumerated under Article 4.18.4.1 above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Prime Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records enumerated in Article 4.18.4.1 above shall be made available for inspection or furnished upon request to the Owner, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of all payroll records enumerated in Article 4.18.4.1 above 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 Owner, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Article 4.18.4.2(i) above, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Prime 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 Prime Contractor; (iv) the Prime Contractor shall file a certified copy of the records enumerated in Article 4.18.4.1 above 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 Owner, 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 Prime Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated.

4.18.4.3 The Prime Contractor shall inform the Owner of the location of the records enumerated under Article 4.18.4.1 above, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address.

4.18.4.4 In the event of noncompliance with the requirements of this Article 4.18.4, the Prime Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Prime Contractor must comply here with. Should noncompliance still be evident after such 10-day period, the Prime Contractor shall, as a penalty to the Owner, forfeit Twenty-five Dollars ($25.00) 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 Prime Contractor.

4.18.4.5 The responsibility for compliance with the provisions of this Article 4.18.4 shall rest upon the Prime Contractor.

4.18.5 Hours of Work.

4.18.5.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) Hours of labor shall constitute a legal days work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Prime 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 anyone calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Prime Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during anyone 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 (11/2) times the basic rate of pay.

4.18.5.2 Penalty for Excess Hours. The Prime Contractor shall pay to the Owner Twenty-five Dollars ($25.00) for each worker employed on the Work by the Prime 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 anyone calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Prime Contractor is not less than one and one-half (11/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

4.18.5.3 Prime 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 Owner.

4.18.6 Apprentices.

4.18.6.1 Employment of Apprentices. All apprentices employed by the Prime Contractor 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.

4.18.6.2 Apprenticeship Certificate. When the Prime Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeship Craft or Trade, the Prime 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 Prime 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 Prime Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Prime Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. The Prime 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. Prime 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.

4.18.6.3 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.S. 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 Prime Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Prime 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 Prime Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Prime 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 Prime 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 Prime Contractors, or to contracts of specialty contractors not bidding for work through a 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.

4.18.6.4 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 Prime Contractor from the 1-to-5 ratio set forth in this Article when it finds that anyone 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 apprentice1s 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 Prime Contractors in a specific trade on a local or statewide basis, the member Prime 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.

4.18.6.5 Contributions to Trust Funds. The Prime 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 Prime 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 Prime 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.

4.18.6.6 Prime Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Prime 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 Prime 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 Prime 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, Fifty Dollars ($50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the Owner 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 Owner pursuant to this Article shall be deposited in the General Fund or other similar fund of the Owner. 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.

4.18.7. Employment of Independent Prime Contractors. Pursuant to California Labor Code §1021.5, Prime 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 contractor’s 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 Prime Contractor shall employ any person in violation of the foregoing, Prime Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Prime Contractor's violation of this Article 4.18.7 or the provisions of California Labor Code §1021.5 shall be deemed an event of Prime Contractor's default under Article 15.1 of these General Conditions. The Prime Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the provisions of this Article 4.18.7.

4.18.8 Labor Compliance Program the following provisions shall apply only if the Construction Contract states that a Labor Compliance Program has been approved for the Project: Pursuant to California Labor Code

Section 1771.7, District has implemented and shall enforce Labor Compliance Program that has been established for the Project. A pre-construction conference will be held for the benefit of Contractor and the Subcontractors to discuss labor requirements of the Labor Compliance Program that apply to the Project at which attendance by Contractor is mandatory. The Labor Compliance Program includes, without limitation, provisions requiring Contractor to comply with the prevailing rates of wages, maintenance and submission of weekly certified payroll records, employment of apprentices and, compliance with legal hours of work, and debarment as set forth in Section 4.18, above. Contractor shall post "Notice of Initial Approval" of the District's Labor Compliance Program at the Site in accordance with 8 California Code of Regulations 16429. Contractors, and any Subcontractors, are required to comply with the requirements of the Labor Compliance Program, at no additional cost to District. Payroll records shall be certified and submitted to the labor compliance office, along with, and as a condition to, Contractor's Applications for Payment (or at the time intervals designated in the Labor Compliance Program) and furthermore shall be available for inspection at all reasonable hours at the principal office of Contractor. Contractor shall include, and shall require the Subcontractors to include, contractual provisions in all contracts they enter into for the performance of the Work, requiring each Subcontractor, of every Tier, who furnishes any labor for the performance of Work, to comply with these provisions at no additional cost. Compliance by Contractor with the requirements of this Section 4.18.9 shall be a condition to Contractor's right to payment under its Applications for Payment. Contractor and the Subcontractors shall comply with all applicable provisions of the California Labor Code and the Labor Compliance Program relating to prevailing wage, hours of work, apprentices, and maintenance and submission of certified payroll reports, and shall pay appropriate penalties as described in Section 4.18, above, for failure to comply pursuant to the California Labor Code, including, but not limited to, §'" 1775, 1776, 1777.7 and 1813. The requirements of this Section 4.18.9 are in addition to, and not a limitation upon, the other requirements of Section 4.18, above and other applicable provisions of the Contract Documents.

4.19 Assignment of Antitrust Claims. Pursuant to California Government Code §4551, the Prime Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the Owner 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 Owner tenders Final Payment to the Prime Contractor, without further acknowledgment by the parties. If the Owner 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 Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the Contract Price, less the expenses incurred by the Owner in obtaining that portion of the recovery. Upon demand in writing by the assignor, the Owner 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 Owner has not been injured thereby; or (ii) the Owner declines to file a court action for the cause of action.

ARTICLE 5: SUBCONTRACTORS

5.1 Subcontracts. Any portion of the Work performed for the Prime Contractor by a Subcontractor shall be pursuant to a written agreement between the Prime 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 obligates the Subcontractor to assume toward the Prime Contractor all the obligations and responsibilities of the Prime Contractor which by the Contract Documents the Prime Contractor assumes toward the Owner and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the Owner, unless the Contract is terminated and Owner, 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 Owner if the Contract is terminated by the Owner pursuant to Article 15 hereof, subject to the prior rights, if any, of the Surety obligated

under a bond relating to the Contract. The Prime Contractor shall provide to the Owner copies of all executed Subcontracts and Purchase Orders to which Prime Contractor is a party within thirty (30) days after Prime Contractor's execution of the Agreement. During performance of the Work, the Prime Contractor shall, from time to time, as and when requested by the Owner, the Architect or the Project Manager provide the Owner with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Prime Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences shall be deemed Prime Contractor's default in the performance of a material term of the Contract Documents.

5.2 Substitution of Listed Subcontractor.

5.2.1 Substitution Process. Any request of the Prime 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 Owner, including without limitation, costs of the Owner's 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 Prime Contractor; such costs may be deducted by the Owner from the Contract Price then or thereafter due the Prime Contractor.

5.2.2 Responsibilities of Prime Contractor upon Substitution of Subcontractor. The Owner's consent to Prime Contractor's substitution of a listed Subcontractor shall not relieve Prime 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 Owner'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 Prime 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 Architects written notice to the Prime 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 Prime Contractor. In the event that the *revised* or additional Submittals are not submitted by Prime 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, Prime 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 to the requirements of Article 4.7 of these General Conditions. Prime Contractor shall reimburse the Owner for all fees and costs, including without limitation fees of the Architect or any design consultant to the Architect or the Owner 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 Owner may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Prime 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.

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

6.1 Workers' Compensation Insurance; Employer's Liability Insurance. The Prime Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Prime 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 be by the Prime 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. Prime 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 Prime Contractor. The Employer's Liability Insurance required of Prime Contractor hereunder may be obtained By Prime Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Prime Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Bid Documents or Supplemental Conditions.

6.2 Comprehensive General Liability and Property Insurance. The Prime Contractor shall purchase and maintain Commercial General Liability and Property Insurance as will protect the Prime Contractor from the types of claims set forth below which may arise out of or result from Prime Contractor's operations under the Contract Documents and for which the Prime Contractor may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease or death of the Prime Contractor's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than the Prime Contractor's employees; (iii) 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 Prime Contractor, or (b) by another person; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to the Prime Contractor's obligations under the Contract Documents.

6.3 Builder's Risk "All-Risk" Insurance. The Owner, during the progress of the Work and until Final Acceptance of the Work by the Owner upon completion of the entire Contract, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Owner's Builders Risk Insurance shall include coverage and insurance against the perils of earthquake if so indicated in the Bid Documents or Supplemental Conditions. Such insurance shall include the Owner as an additional named insured and any other person with an insurable interest designated by the Owner as an additional named insured. The Prime Contractor shall submit to the Owner for its approval all items deemed to be uninsurable. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Prime Contractor and the Surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss 'or damage excuse the complete and satisfactory performance of the Contract by the Prime Contractor.

6.4 Coverage Amounts. The insurance required of the Prime 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 Prime Contractor hereunder, the Prime 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.

6.5 Evidence of Insurance; Subcontractor's Insurance.

6.5.1. Certificates of Insurance. Prior to commencement of the Work, Prime Contractor shall deliver to the Owner Certificates of Insurance evidencing the insurance coverage’s required by the Contract Documents. Failure or refusal of the Prime Contractor to so deliver Certificates of Insurance may be deemed by the Owner to be a default of a material obligation of the Prime Contractor under the Contract Documents, and thereupon the Owner 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 coverage’s 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 Owner. The insurance policies required of Prime

Contractor hereunder shall also name the Owner as an additional insured as its interests may appear. Should any policy of insurance be canceled before Final Acceptance of the Work by the Owner and the Prime Contractor fails to immediately procure replacement insurance as required, the Owner reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the Owner in connection therewith from any sum then or thereafter due the Prime Contractor under the Contract Documents. The Prime Contractor shall, from time to time, furnish the Owner, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Prime Contractor to comply with the Owner's request may be deemed by the Owner to be a default of a material obligation of the Prime Contractor under the Contract Documents.

6.5.2. Subcontractors' Insurance. Prime 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 Articles 6.1 and 6.2 of these General Conditions; the coverage's and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Bid Documents or Supplemental Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Prime 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 Owner, Prime Contractor shall promptly deliver to the Owner 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 Prime Contractor to provide the Owner with Subcontractors' Certificates of Insurance evidencing the insurance coverage's required hereunder shall be deemed a material default of Prime Contractor hereunder.

6.6 Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the Owner'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 Prime Contractor fails to immediately procure replacement insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Prime Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Prime Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Prime Contractor's obligation to pay Liquidated Damages. In no instance will the Owner's exercise of its option to occupy and use completed portions of the Work relieve the Prime Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the Owner, 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 Owner.

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

6.8 Indemnity. Unless arising solely out of the Owner's active negligence, gross negligence or willful misconduct, the Prime Contractor shall indemnify, defend and hold harmless the Owner and its Board of Trustees, officers, employees, agents and representatives from and against any and all claims, demands or liability whether for damages, losses or other relief, including, without limitation attorneys fees and costs incurred or arising there from. The foregoing shall include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property, resulting from, in whole or part, any acts, omissions or

other conduct of Prime Contractor, any of Prime Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Prime Contractor in connection with the Work and their respective agents, officers or employees. In the event that any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Prime Contractor's obligations hereunder, and such action or proceeding names the Owner as a party thereto, the Prime Contractor shall, at its sole cost and expense; defend the Owner in such action or proceeding with counsel reasonably satisfactory to Owner. 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 the Owner is bound by, Prime Contractor shall pay, satisfy or otherwise discharge any such judgment award, ruling, settlement or relief; Prime Contractor shall indemnify and hold harmless the Owner from any and all liability or responsibility arising out of any such judgment, award, _ruling, settlement or relief. The Prime Contractor's obligations hereunder shall be binding upon Prime Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Prime Contractor's completion of the Work or the termination of the Contract.

6.9 Payment Bond Performance Bond. Prior to commencement of the Work, the Prime Contractor shall furnish a Performance Bond as security for Prime 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 Prime Contractor's performance of the Work under the Contract Documents. Unless otherwise stated in the Supplemental 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 Prime 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 Owner as a default by the Prime Contractor of a material obligation hereunder. Upon request of the Prime Contractor, the Owner 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 on the list of sureties approved by the United States Department of Treasury, as set forth in the Federal Register and/or an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §99S.120 .

. 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 Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the Owner pursuant to the Agreement, which shall not be postponed by the failure to act of the Prime Contractor or of persons or entities for which the Prime Contractor is responsible. The date of Substantial Completion is the date certified by the Architect and the Owner's Inspector as such in accordance with the Contract Documents. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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 of the Contract. By executing the Agreement, the Prime Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Prime Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work with such diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of all 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 Owner can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect and the Owner's Inspector upon request by the Prime Contractor in accordance with the Contract Documents. The good faith

and reasonable determination of Substantial Completion by the Owner's 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 Items for Correction or Completion. Upon achieving Substantial Completion of the Work, the Owner, the Owner's Inspector, the Project Manager, the Architect and the Prime Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Prime Contractor. The exclusion of, or failure to include, any item on such list shall not alter or limit the obligation of the Prime Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

7.2.3.2 Time for Completing Correction or Completion Items. In addition to setting forth items for correction or completion pursuant to Article 7.2.3.1, the Owner, Project Manager, Prime Contractor and Architect shall, after the joint inspection, establish a reasonable time for Prime Contractor's completion of all items requiring correction or completion. In the event that the Owner, the Prime Contractor and the Architect are unable to mutually agree upon the time for the Prime Contractor's completion of such items, the Architect shall determine such time, and in such event, the time determined by the Architect shall be final and binding upon the Owner and Prime Contractor so long as the Architect's determination is made in good faith. The Prime Contractor shall promptly and diligently proceed to complete or correct all items noted on such list within the time established. In the event that the Prime Contractor shall fail or refuse, for any reason, to complete items requiring completion or correction within the time so established, Prime Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.4 hereof. The foregoing notwithstanding, in the event of Prime Contractor's failure or refusal to complete all items of the Work requiring correction or completion within the time so established, the Owner may, in its sole and exclusive discretion and without further notice to Prime Contractor, elect to cause the completion of such items of the Work requiring correction or completion, provided, however, that such election by the Owner shall be in addition to, and not in lieu of, any other right or remedy of the Owner under the Contract Documents or at law. In the event that the Owner shall elect to complete items of the Work requiring correction or completion, pursuant to the foregoing, Prime Contractor shall be responsible for all costs incurred by the Owner in connection therewith and the Owner may deduct such costs from any portion of the Contract Price then or thereafter due the Prime Contractor. In the event the costs incurred by the Owner to perform the items requiring correction or completion shall exceed the remaining Contract Price due to the Prime Contractor, the Prime Contractor's Performance Bond Surety shall be liable to Owner 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 Prime Contractor. Final Completion shall be determined by the Architect and the Owner's Inspector upon request of the Prime Contractor. The good faith and reasonable determination of Final Completion by the Owner's Inspector and the Architect shall be controlling and final.

7.2.5 Prime Contractor Responsibility for Multiple Inspections. In the event the Prime Contractor shall request determination of Substantial Completion or Final Completion by the Owner's Inspector and the Architect and it is determined by the Owner's 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 Prime Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect and the salary of the Owner's Inspector. The Owner may deduct all such costs from the balance of the Contract Price then due or thereafter due to the Prime Contractor.

7.2.6 Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the Owner's Board of Trustees; such approval shall be submitted for adoption at the next regularly scheduled meeting of the Owner'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 substantial completion is established.

7.3 Baseline Construction Schedule. Project Manager shall prepare the baseline construction schedule as a CPM schedule in the Precedence Diagram Method (activity-on-node) format. The baseline construction schedule shall depict a workable plan showing the sequence, duration and interdependence of all activities required to represent the complete performance of all work on this Project. The baseline construction schedule shall begin with the projected date of issuance of the Notice to Proceed and conclude with the date of final completion per the project duration specified in the Contract Documents. The baseline construction schedule shall include detail of all project phasing, activities, staging, and sequencing logic relationships including all milestones necessary to define beginning and ending of each phase or stage and a allowance per month reflecting anticipated "normal" inclement weather.

7.3.1 Preliminary Construction Schedule. Within five (5) days following execution of the Agreement, the Prime Contractor shall prepare and submit to the Owner, the Project Manager and the Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. The Preliminary Construction Schedule shall indicate the dates for commencement and completion of various portions of the Work, including, without limitation, the procurement and fabrication of major items, material and equipment forming a part of, or to be incorporated into, the Work as well as Site construction activities. The Preliminary Construction Schedule shall identify all Submittals Mock ups, reviews, equipment procurement, fabrication, deliveries, etc. required. With the exception of submittal activities, activity duration shall not be shorter than one working day and no longer than 15 working days. The Prime Contractor's use of any particular scheduling method, system or program for depiction of the Preliminary Construction Schedule shall be at the Prime Contractor's discretion; provided however, the Owner may direct the Prime Contractor's use of a particular progress scheduling technique, methodology or computer software program, if in the Owner's sole reasonable judgment such other technique, methodology or computer software program is reasonably necessary to depict the progress and scheduling of the Work or the logic and relationship of activities necessary to complete the Work. The Owner's direction in this regard shall not be deemed control over or assumption of construction means, methods or sequences, all of which remain the Prime Contractor's responsibility. Further, unless unreasonable under the circumstances, such direction shall not give rise to an increase in the Contract Time or the Contract Price. The Prime Contractor shall provide the Owner with a copy of the computer software program utilized by the Prime Contractor to prepare the Construction Schedule and without adjustment of the Contract Price; the Prime Contractor shall pay licensing or registration fees necessary for the Owner's use of such computer software program. The Prime Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Prime Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Prime Contractor's Preliminary Construction Schedule. In the event any of the Construction Schedules required under this Article 7.3 utilizes the Critical Path Method of project scheduling, or other similar method that incorporates therein any "float" time, such float shall be deemed to belong to and owned by the Owner. As used herein, "float time" shall be deemed to refer to the time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of each activity shown on the Construction Schedule. Should the Preliminary Project Schedule show variances from the requirements of the Baseline Construction Schedule, Prime Contractor shall make specific mention of those variations. Prime Contractor will not be relieved of the responsibility for executing the work in strict accordance with the requirements of the Contract Documents.

7.3.2 Review of Preliminary Construction Schedule. The Owner, the Project Manager and the Architect shall review the Preliminary Construction Schedule submitted by the Prime Contractor pursuant to

Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within five (5) days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the Prime Contractor with comments to the form or content thereof. When accepted by Owner, Project Construction and Architect, the preliminary construction schedule shall form part of the basis by which the progress of work is measured. Submittal and approval of the preliminary construction schedule is a condition precedent to the issuance and payment of progress payments. No progress payments will be made until the approved construction schedule has been accepted by Owner. It is expressly understood and agreed that the time of beginning, the rate of progress, and the time of completion of the Work are of the essence of the Contract Documents. The Work shall be executed with such progress as required to prevent any delay this completion as required by the Contract Documents. Should Prime Contractor fail to comply with these provisions, progress payments may be stopped until Owner, Project Manager and Architect determine to its satisfaction that Prime Contractor is in compliance with these provisions. Review of the Preliminary Progress Schedule and any comments thereto by the Owner, the Project Manager and/or the Architect shall not be deemed to be the assumption of construction means, methods or sequences by the Owner, the Project Manager or the Architect, all of which remain the Prime Contractor's obligations under the Contract Documents.

7.3.3 Contract Construction Schedule; Within ten (10) days of the return of the Preliminary Construction Schedule to the Prime Contractor pursuant to Article 7.3.2 above, the Project Manager shall prepare and submit to the Architect and the Owner the revised Baseline Construction Schedule which incorporates therein the comments from the Preliminary Construction Schedules. Upon the Owner's approval of the form and content of the Revised Baseline Construction Schedule, the same shall be deemed the "Approved Construction Schedule." The Owner's approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Approved Construction Schedule, the Owner shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Prime Contractor in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Prime Contractor's obligations under the Contract Documents nor relieve the Prime Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Prime Contractor without the prior consent, or direction; of the Owner, Project Manager and the Architect. Updates to the Approved Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Approved Construction Schedule. In the event that the Approved Construction Schedule shall depict completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Prime Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the Approved Construction Schedule.

7.3.4 Revisions to Approved Construction Schedule. In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the Approved Construction Schedule, as determined by the Owner in its reasonable discretion .and judgment, the Owner may direct the Project Manager to revise the Approved Construction Schedule within fifteen (15) days of the Owner's direction, the Project Manager shall prepare and submit to the Architect and the Owner a revised Approved Construction Schedule, for review and approval.

7.3.5 Updates to Approved Construction Schedule. The Project Manager shall monitor and update the Approved 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 Owner. The Project Manager shall provide the Owner and the Architect with updated Approved Construction Schedules indicating progress achieved and

activities commenced or completed within the prior updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Approved Construction Schedule. If requested by the Owner, the Project Manager shall also submit, with its updates to the Approved Construction Schedule 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 Prime Contractors. If the progress of the Work is behind the Approved Construction Schedule, the Prime Contractors shall indicate what measures will be taken to place the Work back on schedule. The Owner may, from time to time, and in the Owner's sole and exclusive discretion, transmit to the Prime Contractor's Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The Owner's election to transmit, or not to transmit such information, to the Prime Contractor's Performance Bond Surety shall in no way limit the Prime Contractor's obligations under the Contract Documents.

7.3.6 Prime Contractor Responsibility for Construction Schedule. The Project Manager shall be responsible for the preparation, submittal and maintenance of the Approved Construction Schedule required by the Contract Documents, and any failure of the Project Manager to do so may be deemed by the Owner as the Project Manager's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the approved Construction Schedules shall be solely that of the Project Manager and no such cost or expense shall be charged to the Owner.

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 Prime Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Prime 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, and unanticipated unusually severe weather conditions. Neither the financial resources of the Prime Contractor or any person or entity directly or indirectly engaged by the Prime Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Prime Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Prime Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Prime Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Prime Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Prime Contractor or any person or entity directly or indirectly engaged by Prime Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Prime 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 Supplemental 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 Ul}less the actual number of Rain Days during performance of the Work shall exceed those noted in the Supplemental 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. Note number of rain delays allowance in the Supplemental Conditions once built into the schedule.

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 Owner, the Architect, or separate contractor employed by the Owner (collectively "Compassable Delays), upon Prime 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 Owner. The Change Order shall state the number of calendar delay days. In accordance with California Public Contract Code §7102, if the Prime Contractor's progress is delayed by any of the events described in the preceding sentence, Prime Contractor shall not be precluded from the recovery of damages directly and proximately resulting there from, provided that the Owner is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the Owner and the Prime Contractor at the time of execution of the Agreement. In such event Prime 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, Prime 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 Inexcusable 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 Prime Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Prime 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. 1£ an Inexcusable 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 Inexcusable 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 Inexcusable 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 Owner shall not be deemed in breach of or otherwise in default of any obligation hereunder, if the Owner shall deny any request by the Prime Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the then current and updated Approved Construction Schedule.

7.5 Liquidated Damages. Should the Prime Contractor neglect, fail or refuse to achieve Substantial Completion of the Work or certain phases thereof as required by the Approved construction Schedule within the Contract Time, as adjusted, the Prime Contractor agrees to pay to the Owner the amount of per diem Liquidated Damages set forth in the Supplemental Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Substantial Completion of the Work is achieved. The Liquidated Damages amount set forth in the Supplemental Conditions and the Notice to Contractors is agreed upon by and between the Prime Contractor and the Owner because of the difficulty affixing the Owner's actual damages in the event of delayed Substantial Completion of the Work. The Prime Contractor and the Owner specifically agree that said amount is a reasonable estimate of the Owner's damage in such event, and that such amount

does not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Prime Contractor. The Prime Contractor and the Surety shall be liable to the Owner for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the Owner. Notwithstanding achievement of Substantial Completion of the Work, in the event that the Prime Contractor shall fail or refuse, for any reason, to promptly and diligently commence performance of all correction or completion items noted upon Substantial Completion and to complete the same within a reasonable time, as determined pursuant to Article 7.2.3.2 hereof the Prime Contractor shall be liable to the Owner for the per diem Liquidated Damages set forth in the Supplemental Conditions from the date that such items should have been corrected or completed until the date that all such items are actually corrected or completed. In the event that the Prime Contractor shall fail or refuse to correct or complete items of the Work noted upon Substantial Completion and the Owner elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the Owner's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the Owner's right to charge Prime Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Prime Contractor and the Owner acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Prime Contractor's execution of the Agreement.

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 Owner to the Prime Contractor for performance of the Work under the Contract Documents. The Owner's payment of the Contract Price to the Prime Contractor shall be in accordance with the Contract Documents.

8.2 Cost Breakdown; Cash Flow Projections. Within fifteen (15) days of the execution of the Agreement by Prime Contractor, Prime Contractor shall furnish, on forms provided or approved by the Owner, a detailed estimate and complete Cost Breakdown of the entire Contract Price. The Cost Breakdown shall be subject to the Owner's review and approval of the form and content thereof; in addition to other requirements relating to the Cost Breakdown, the items included therein shall be organized consistent with the CSI format, shall correlate with activities described in the Construction Schedule, and shall include separate items and costs for: mobilization, bond premiums, general conditions and Prime Contractor's fee. In the event that the Owner shall reasonably object to any portion of the Cost Breakdown, within ten (10) days of the Owner's receipt of the Cost Breakdown, the Owner shall notify the Prime Contractor, in writing of the Owner's objection(s) to the Cost Breakdown. Within five (5) days of the date of the Owner's written objection(s), Prime Contractor shall submit a revised Cost Breakdown to the Owner for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the Owner has approved of the entirety of the Cost Breakdown. Once the Cost Breakdown is approved by the Owner, the Cost Breakdown shall not be thereafter modified or amended by the Prime Contractor without the prior consent and approval of the Owner, which may be granted or withheld in the sole reasonable discretion of the Owner. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Prime Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made by the Owner 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. Upon request of the Owner, the Prime Contractor shall provide reasonably satisfactory evidence to substantiate the cost of any item included in the Cost Breakdown. Concurrently with submittal of its Cost Breakdown, the Prime Contractor shall submit for review and approval a Cash Flow Projection on a monthly basis over the Contract Time duration of the entire Contract Price. The Cash Flow Projection shall be revised to take into account-authorized adjustments of the Contract Time or the Contract Price.

8.3 Progress Payments.

8.3.1 Applications for Progress Payments. During the Prime Contractor's performance of the Work, the Prime Contractor shall submit monthly, on the established working day of each month, to the Project Manager and the Architect, Applications for Progress Payments, on forms approved by the Owner, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the Owner's making of Progress Payments thereon. Values utilized in the Applications for Progress Payments shall be based upon the Owner approved Cost Break down pursuant to Article 8.2 above and such values shall be only for determining the basis of Progress Payments to Prime 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 Owner's Review of Applications for Progress Payments. In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the Owner shall cause the same to be reviewed by the Owner's Inspector, the Project Manager, if one is designated by the Owner, and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the Owner, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Prime Contractor and such completed Application for Progress Payment is accompanied by: (i) Certified Payrolls of the Prime Contractor and all Subcontractors, of any tier, for laborers performing any portion of the Work for which a Progress Payment is requested; (ii) duty completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §3262 of the Prime 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 §3262 of the Prime Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Prime Contractor under the prior Application for Progress Payment; (iv) if applicable, a current union statement reflecting that the Prime 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 Prime Contractor or any such Subcontractor is a party to or is otherwise bound by; and (v) a certification by the Prime Contractor that it has continuously maintained, or caused to maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed be for which the Progress Payment is requested, it being understood that such certification is subject to verification by the Owner, 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 Owner not to be a proper Application for Progress Payment shall be returned by the Owner to the Prime Contractor as soon as is practicable after receipt of the same from the Prime Contractor, but in no event not more than seven (7) days after the Owner's receipt thereof. The Owner'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's, Project Manager's, and Owner's Inspector Review of Applications for Progress Payments. Upon receipt of an Application for Progress Payment, the Architect, Project Manager, and the Owner's 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 Prime Contractor under the terms of the Contract Documents.

8.3.4 Owner'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 Owner's receipt of a proper Application for Progress Payment, there shall be paid, by Owner, to Prime Contractor a sum equal to ninety percent (90%) 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 Owner's Inspector and the Architect and the pro rata

portion of the Prime Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the Owner's obligation to disburse any Progress Payment shall be subject to the Owner's receipt of all documents set forth in Article 8.3.2 above, each and all of which are conditions precedent to the Owner'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 Prime 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 Sixty (60) day period hereunder for the Owner's timely disbursement of a Progress Payment shall be deemed to commence on the date that the Owner 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 Prime 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 Owner shall fail to make any Progress Payment within Sixty (60) days after receipt of an undisputed and properly submitted Application for Progress Payment, the Owner shall pay the Prime 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 Owner shall determine that any Application for Progress Payment is not proper, pursuant to Article 8.3.2 above, and the Owner does not return such Application for Progress Payment within the seven (7) day period provided for in Article 8.3.2, the period of time for the Owner'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 Owner's Right to Disburse Progress Payments by Joint Checks. Provided that the Owner is in receipt of the applicable Subcontract or Purchase Order, the Owner, may in its sole discretion, issue joint checks to the Prime 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 Prime 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 Prime 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 Owner's 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 Owner 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 Owner on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Prime 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 Owner 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 Prime 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 Owner, have been made by the Prime Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the Owner, 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 Owner by which title to such materials or equipment will be vested in the Owner upon the Owner's payment therefore. The Prime 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 Owner; the Owner'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 Owner's default hereunder. In the event that the Owner 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 Prime Contractor and no payment shall be made by the Owner on account of such costs and expenses.

8.3.6.3 Materials or Equipment Not Delivered or Stored off the Site. No payments shall be made by the Owner 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 Owner 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 Prime 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 Owner, have been made by the Prime Contractor to store and protect such materials or equipment at a bonded warehouse, and which arrangements shall include without limitation, insurance reasonably satisfactory to the Owner, 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 Owner by which title to such materials or equipment will be vested in the Owner upon the Owner's payment therefore. The Prime Contractor acknowledges that the discretion to make, or not to make, payment for such materials or equipment delivered or stored at a bonded warehouse pursuant to the preceding sentence shall be exercised exclusively by the Owner; the Owner's exercise of discretion not to make payment for such materials or equipment shall not be deemed the Owner's default hereunder. In the event that the Owner shall elect to make payment for materials or equipment delivered and stored at a bonded warehouse, the costs and expenses incurred to comply with the requirements of (a) and (b) of this Article 8.3.6.3 shall be borne solely and exclusively by the Prime Contractor and no payment shall be made by the Owner 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 Owner shall not make any payment on account of any materials or equipment which is 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 Owner's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Prime Contractor's Application for Progress Payment shall include, nor shall the Owner be obligated to disburse any portion of the Contract Price for amounts which the Prime 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 Prime Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the Owner no later than the time of payment. The Prime 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 Prime Contractor has received payment from the Owner therefore shall, to the best of the Prime Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Prime 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 Owner to ensure the Prime Contractor's performance under the Contract Documents at the request and expense of the Prime 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 Prime Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the Owner within ten (10) days following award of the Contract to Prime Contractor shall be deemed a waiver of such right.

8.4 Final Payment.

8.4.1 Application for Final Payment. When the Prime Contractor has achieved Final Completion and Acceptance of the entire Work and has otherwise fully performed its obligations under the Contract Documents, the Prime Contractor shall submit an Application for Final Payment on such form as approved by the Owner. There upon, the Architect and the Owner's Inspector will promptly make a final inspection of the Work and when the Architect and the Owner's Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Prime Contractor, the Architect and the Owner's Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work on the entire Project has been fully 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 Owner.

8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Prime Contractor submits to the Owner each and all of the following, the submittal of which are conditions precedent to the Owner's obligation to disburse the Final Payment: (i) an affidavit or certification by the Prime Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the Owner or the Owner's property mayor 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 Prime Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Prime 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 Prime Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, 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 Prime Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the Owner upon completion of the Work; and (x) if required by the Owner, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the Owner.

8.4.3 Disbursement of Final Payment. Provided that the Owner is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the Owner's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the Owner shall disburse the Final Payment to the Prime Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the Owner and the Prime Contractor at the time that disbursement of the Final Payment is due, the Owner 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 Prime Contractor's acceptance of the Final Payment shall be deemed a waiver and release by the Prime Contractor of any and all claims against the Owner for compensation or otherwise in connection with the Prime Contractor's performance of the Contract.

8.4.5 Claims Asserted After Final Payment. Any lien, stop notice or other claim filed or asserted after the Prime 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 Prime Contractor who further agrees to indemnify, defend and hold harmless the Owner 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 Owner in connection therewith. In the event any lien, stop 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, Prime Contractor shall refund to Owner all monies that the Owner may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorneys fees incurred by Owner in connection therewith.

8.5 Withholding of Payments. The Owner may withhold any Progress Payment or the Final Payment, in whole or impart, or back charge the Prime Contractor to the extent it may deem advisable to protect the Owner on account of: (i) defective Work or Work not inconformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Prime 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 Owner may be liable or responsible including, without limitation, Stop Notice Claims filed with the Owner pursuant to California Civil Code §3179 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 and/or forfeitures for which the Owner is required or authorized to retain funds otherwise due the Prime Contractor; (vii) any amounts due from the Prime Contractor to the Owner under the terms of the Contract Documents; or (viii) the Prime 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 Owner shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Prime 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 Owner, the Owner's 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 Prime Contractor. When the Owner is reasonably satisfied that the Prime Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

8.6 Payments to Subcontractors. The Prime Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the Prime Contractor's failure to make payment to Subcontractors in conformity with California Public Contrast 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 Owner.

ARTICLE 9: CHANGES

9.1 Changes in the Work. The Owner, 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 Prime Contractor shall not proceed with any Change involving an increase

or decrease in the Contract Price or the Contract Time without prior written authorization (Construction Change Directive) from the Owner. The foregoing notwithstanding, the Prime Contractor shall promptly commence and diligently complete any Change to the Work subject to the Owner's written authorized issued pursuant to the preceding sentence; the Prime Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to the Owner's written authorization by virtue of the absence or inability of the Prime Contractor and the Owner 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 Owner under this Article 9.1 shall not be deemed a condition precedent to Prime Contractor's obligation to promptly commence and diligently complete any such Change authorized by the Owner hereunder. The Owner's right to make Changes shall not invalidate the Contract nor relieve the Prime 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 Prime Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA under the Field Change Directive process. The Owner 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 Owner, the Owner's Inspector or the Architect which in the opinion of the Prime 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 Prime Contractor gives the Architect and the Owner's 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 Prime Contractor's written notice pursuant to the preceding sentence so that the Owner can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination-giving rise to Prime Contractor's notice. Accordingly, Prime 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 Prime 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 Prime Contractor regards as a Change. Unless the Prime 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 Prime Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

9.3 Prime Contractor Submittal of Data. Within thirty (30) days 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 Prime Contractor shall submit to the Architect, the Owner's Inspector and the Owner 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 Prime 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 Owner and the Prime 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 Owner or the Architect, the Prime 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 Prime 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 Owner, the Owner's Inspector and the Architect to review and assess the completeness and accuracy thereof. The Prime 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 Owner or the Architect for such estimate.

9.4.1.2 Application of Saylor Current Construction Costs. By application of the most recent edition of Saylor Current Construction Costs in effect at the time of Prime Contractor's performance of the Change in the Work for the locality of the Site. The Saylor Current Construction Costs shall be applied only to the extent that the Change in the Work is an item of costs specifically set forth in Saylor Construction Costs. In the event that Saylor Current Construction Costs shall cease publication, upon mutual agreement between the Owner and the Prime Contractor, for purposes of this Article 9.4.1.2, an alternate standardized estimating manual may be utilized in lieu. of Saylor Construction Costs, if no mutual agreement is reached between the Owner and the Prime Contractor regarding the utilization of an alternate estimating manual, adjustments to the Contract Price on account of Changes in the Work shall be determined by application of the methods set forth in Articles 9.4.1.1 or 9.4.1.3 hereof.

9.4.1.3 Determination by the Owner. By the Owner, whether or not negotiations are initiated pursuant to Article 9.4.1.1 above based upon actual and necessary costs incurred by the Prime Contractor as determined by the Owner on the basis of the Prime Contractor's records. In the event that the procedure set forth in this Article 9.4.1.3 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 Owner shall notify the Prime Contractor in writing of the same; the Prime Contractor shall be deemed to have accepted the Owner's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Prime Contractor shall notify the Owner, the Architect and the Owner's Inspector, in writing, not more than fifteen (15) days from the date of the Owner's written notice, of any objection to the Owner's determination. Failure of the Prime Contractor to timely notify the Owner, the Architect and the Owner's Inspector of Prime Contractor's objections to the Owner's determination of the extent of adjustment to the Contract Price shall be deemed Prime Contractor's acceptance of the Owner's determination and a waiver of any right or basis of the Prime Contractor to thereafter protest or otherwise object to the Owner's determination. Notwithstanding any objection of the Prime Contractor to the Owner's determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.4.1.3, Prime Contractor shall, pursuant to Article 9.7 below, diligently proceed to perform and complete any such Change.

9.4.1.4 Basis for Adjustment of Contract Price. In the event of Changes in the Work resulting in an adjustment of the Contract Price and the adjustment of the Contract Price is based upon the methods set forth in Articles 9.4.1.1 or 9.4.1.3 above, the basis for adjustment of the Contract Price shall be as follows:

9.4.1.4.1 Labor. Prime 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 Prime 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.

9.4.1.4.2 Materials and Equipment. Prime 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 Owner. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Prime Contractor, compensation therefore shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the Owner, the costs asserted by the Prime Contractor for materials and/or equipment in connection with any Change is excessive, or if the Prime Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the Owner's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The Owner reserves the right to furnish materials and/or equipment required for the performance of Changes to the Work, in which event the Prime Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

9.4.1.4.3 Construction Equipment. Prime 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, Prime 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 Prime Contractor from the Architect, the Owner's Inspector and the Owner, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Prime 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 Prime 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 Owner's Inspector and the Owner, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Prime 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 Prime Contractor incidental to the use of such Construction Equipment.

9.4.1.4.4 Mark-up on Costs of Changes to the Work. In determining the cost to the Owner 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 Supplemental Conditions and Division One Section 1028, 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 and/or profit, the Prime Contractor and any Subcontractor, of any tier, performing any portion of such Change, shall not be entitled to an allowance for overhead general conditions costs and/or profit beyond that reflected for such item of Change in the Saylor Current Construction Costs or other mutually agreed upon estimating manual. In the event of a Change to the Work resulting in a reduction of the Contract Price, no profit, general conditions or overhead costs shall be paid by the Owner to the Prime 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 Supplemental Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

9.4.1.5 Prime Contractor Maintenance of Records. In the event that Prime Contractor shall be directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2, or should the Prime Contractor encounter conditions which the Prime Contractor, pursuant to Article 9.6, believes would obligate the Owner to adjust the Contract Price and/or the Contract Time, Prime 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 Prime Contractor in a calendar day, Prime 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, Prime Contractor shall require that each such Subcontractor maintain records in accordance with this Article 9.4.1.5. Each daily record maintained hereunder shall be signed by Prime Contractor's Superintendent or Prime Contractor's authorized representative; such signature shall be deemed Prime Contractor's representation and warranty that all information contained therein is true, accurate, and complete and relate 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 and/or reproduction by the Owner, the Architect or the Owner's Inspector upon request. In the event that Prime Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursl1ant to Article 9.4.1.5, the Owner'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 Prime Contractor. Prime Contractor's obligation to maintain records under this Article 9.4.1.5 is in addition to, and not in lieu of, any other Prime 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 Prime Contractor shall not be subject to Liquidated Damages for such period of time. In the event that completion of the Work is delayed by causes for which the Owner is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Prime Contractor and the Owner at the time of execution of the Agreement, the Prime Contractor shall not be precluded from the recovery of damages arising there from.

9.4.3. Addition or Deletion of Alternate Bid Item(s). In the event that the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during Prime Contractor's performance of the Work, the Owner 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. In the event that the Owner shall elect to add or delete any such Alternate Bid Item(s), the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Prime Contractor's Bid.

9.5 Change Orders. If the Owner approves of a Change, a written Change Order prepared by the Project Manager and authorized by the Architect on behalf of the Owner shall be forwarded to the Prime 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 infill 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 Prime Contractor for inclusion in the Change Order shall be deemed waived. The Prime Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to

the Prime Contractor for execution, without the prior approval of the Owner which may be granted or withheld in the sole and exclusive discretion of the Owner, the Prime Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Prime Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the Owner, shall not be binding upon the Owner; 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 Owner only upon action of the Owner's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Prime Contractor to a Change Order for which there is no prior approval by the Owner, 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 Owner's approval and ratification of any unapproved amendment or modification by the Prime Contractor to such Change Order.

9.6 Prime Contractor Notice of Changes. If the Prime Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the Owner to increase the Contract Price or to extend the Contract Time, the Prime Contractor shall notify the Owner's 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 Owner shall consider any such claim of the Prime Contractor only if sufficient supporting documentation is submitted with the Prime Contractor's notice to the Owner's Inspector and the Architect. Time is of the essence in Prime Contractor's written notice pursuant to the preceding sentence so that the 9wner can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Prime Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the Owner'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 Prime Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Prime 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 Owner determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Prime 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 Prime Contractor and the Owner or the Architect regarding the characterization of any items a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Prime 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 Prime Contractor's failure or refusal to so proceed with such Work may be deemed to be Prime Contractor's default of a material obligation of the Prime Contractor under the Contract Documents.

9.8 Emergencies. In an emergency affecting the safety of life, or of the Work, or of property, the Prime Contractor, without special instruction or prior authorization from the Owner or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Prime 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 and shall be binding on the Owner and the Prime

Contractor. The Project Manager or the Owner's Inspector may direct the Prime Contractor to perform Changes provided that each such Change does not result in an increase of more than $500.00 to the Contract Price and no adjustment of the Contract Time. The Prime 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 Prime Contractor without notice to the Architect and the Owner's 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 Prime 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 Prime Contractor's sale cost and expense. The failure of the Owner to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Prime Contractor from any liability on account thereof.

ARTICLE 10: SEPARATE CONTRACTORS

10.1 Owner's Right to Award Separate Contracts. The Owner reserves the right to perform construction or operations related to the Project with the Owner'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 Prime Contractor claims that delay or additional cost is involved because of such action by the Owner, the Prime Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Prime 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 Owner's Coordination of Separate Contractors. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Prime Contractor, with that of other Prime Contractors, who shall cooperate with them. Each Prime Contractor shall participate with other separate contractors and the Owner in reviewing their respective Construction Schedules when directed to do so. The Prime 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 Prime Contractor, separate contractors and the Owner until subsequently revised.

10.3 Mutual Responsibility. The Prime Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities at the site of the Work 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 Prime Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate Prime Contractor, the Prime Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner's Inspector any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Prime Contractor to so report shall constitute an acknowledgment that the Owner's or separate Prime Contractors I completed or partially completed construction is fit and proper to receive the Prime Contractor's Work, except as to defects not then discoverable by the Prime Contractor's reasonable diligence.

ARTICLE 11: TESTS AND INSPECTIONS

11.1 Tests; Inspections; Observations.

11.1.1 Prime 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 Prime Contractor shall give the Architect, the Project Manager arid the Owner's 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 Owner, the Prime Contractor shall inform the Owner's Inspector and the Project Manager not less than two (2) working days prior to the date fixed for such inspection, test or observation. The Prime 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 Prime Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Prime 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. Costs for tests and inspection of the Work, portions thereof or materials incorporated into the Work shall be paid by the Owner as provided for in the Supplemental Conditions. Should any act, omission or other conduct of the Prime 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 that set forth in the Supplemental Conditions, the Prime Contractor shall be solely responsible for all such excess costs and the Owner may deduct such amount from any portion of the Contract Price then or thereafter due the Prime Contractor.

11.1.3 Testing Inspection Laboratory. The Owner shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the Owner and required by the Contract Documents. All such tests and inspections shall be in conformity with Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Owner's Inspector, the Project Manager or the Architect and not by the Prime Contractor.

11.2 Additional Tests, Inspections and Approvals. If the Architect, the Project Manager, the Owner's 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 Owner, instruct the Prime Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Prime Contractor shall give timely notice to the Architect, the Project Manager and the Owner's Inspector of when and where tests and inspections are to be made so the Owner's Inspector and the Architect may observe such procedures. The Owner 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 Prime 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.

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 Inspection of the Work.

12.1.1 Access to the Work. All Work done and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the Owner, the Project Manager, the Architect, and the Owner's Inspector for conformity with the Contract Documents. The Prime 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 Owner, the Project Manager, the Architect, the Owner's 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 Owner's 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 to the requirements of the Contract Documents. These acts or functions shall not relieve the Prime Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the Owner's 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 Owner's Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the Owner's Inspector, be uncovered for observation by the Architect and the Owner's Inspector and be replaced at the Prime Contractor's expense without adjustment of the Contract Time or the Contract Price.

12.3 Rejection of Work. Prior to the Owner'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 Owner, the Project Manager the Architect or the Owner's Inspector and the Prime 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 Owner's Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

12.4 Correction of Work. The Prime Contractor shall promptly correct any portion of the Work rejected by the Owner, the Project Manager, the Architect or the Owner's 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 Prime Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Prime Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors, caused by the Prime 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 Prime 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 Prime Contractor nor accepted by the Owner.

12.6 Failure of Prime Contractor to Correct Work. If the Prime 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 Owner may correct it in accordance with the Contract Documents. If the Prime Contractor does not proceed with correction of such defective or nonconforming Work within the time fixed herein, the Owner may remove it and store the salvable materials or equipment at the Prime Contractor's expense. If the Prime Contractor does not pay costs of such removal and storage after written notice, the Owner 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 Prime 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 Prime Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Prime Contractor are not sufficient to cover such amount, the Prime Contractor and the Surety shall promptly pay the difference to the Owner.

12.7 Acceptance of Defective or Non-Conforming Work. The Owner 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.

ARTICLE 13: WARRANTIES

13.1 Workmanship and Materials. The Prime Contractor warrants to the Owner 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 Owner, the Prime 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 Prime Contractor warrants to the Owner that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Prime 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, 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 Prime Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the Owner to do so, and to thereafter diligently complete the same. In the event that Prime 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 Owner may, without further notice to Prime Contractor, cause such corrective Work to be performed and completed. In such event, Prime Contractor and Prime 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 Owner in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Prime Contractor under the Contract Documents. The obligations of the Prime Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the Owner'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 Owner shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Prime Contractor or the Prime 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, Prime Contractor shall execute and deliver to the Owner the form of Guarantee included within the Contract Documents. Pursuant to Article 8.4.2 above, Prime

Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the Owner to disburse the Final Payment to the Prime Contractor.

13.4 Survival of Warranties. The provisions of this Article 13 shall survive the Prime Contractor's completion of Work under the Contract Documents, the Owner's Final Acceptance or the termination of the Contract.

ARTICLE 14: SUSPENSION OF WORK

14.1 Owner's Right to Suspend Work. The Owner may, without cause, and without invalidating or terminating the Contract, order the Prime Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Prime Contractor shall resume and complete the Work suspended by the Owner in accordance with the Owner'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 Owner 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 Owner; 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 Prime 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 Prime Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Prime Contractor pursuant to the Contract Documents. In the event of the Owner's suspension of the Work, the Contract Time shall be equitably adjusted.

ARTICLE 15: TERMINATION

15.1 Termination for Cause.

15.1.1 Owner's Right to Terminate. The Owner may terminate the Contract upon the occurrence of anyone or more of the following events of the Prime Contractor's default: (i) if the Prime 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 Prime Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Prime Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Prime 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 Prime Contractor or for any of the Prime Contractor's property on account of the Prime Contractor's insolvency, and the Prime 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 Owner; (iii) if the Prime Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Prime 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 Prime Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (iv) if the Prime Contractor disregards proper directives of the Architect, the Owners Inspector or Owner under the Contract Documents; (vii) if the Prime Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Prime Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the Owner determines that sufficient cause exists to justify the action, the Owner may terminate the Contract without prejudice to any other right or remedy the Owner may have, after giving the Prime Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The Owner shall have the sole discretion to permit the Prime Contractor to remedy the cause for the termination without waiving the Owner's

right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the Owner under the Contract Documents or at law.

15.1.2 Owner's Rights upon Termination. In the event that the Contract is terminated pursuant to this Article 15.1, the Owner may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Prime Contractor from the site. The Owner may take possession of the Work and of all of the Prime 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 Prime Contractor without liability to the Prime Contractor. In exercising the Owner's right to prosecute the completion of the Work, the Owner may also take possession of all materials and equipment stored at the site of the Work or for which the Owner has paid the Prime Contractor but which are stored elsewhere, and finish ¢.e Work as the Owner deems expedient. In exercising the Owner's right to prosecute the completion of the Work, the Owner 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 Owner shall not be required to obtain the lowest figure for completion of the Work. In the event that the Owner takes bids for remedial Work or completion of the Work, the Prime 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 Owner may demand that the Surety take over and complete the Work. The Owner may require that in so doing, the Surety not utilize the Prime 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 therefore, the Owner may take over the Work and prosecute it to completion as provided for above.

15.1.4 Assignment and Assumption of Subcontracts. The Owner 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 Prime Contractor and assign the Subcontract or Purchase Order to the Owner or such other person or entity selected by the Owner to complete the Work.

15.1.5 Costs of Completion. In the event of termination under this Article 15.1, the Prime 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 Owner'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 Prime 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 Owner's costs and expenses to complete the Work exceed the unpaid Contract Price, the Prime Contractor and/or the Surety shall pay the difference to the Owner.

15.1.6 Prime Contractor Responsibility for Damages. The Prime Contractor and the Surety shall be liable for all damage sustained by the Owner 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 b~7ond the Conti-act 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 Prime Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the Owner and thereupon, the rights and obligations of the Owner and the Prime Contractor shall be determined in accordance with Article 15.2 hereof.

15.1.8 Owner'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 Owner against the Prime Contractor or the Surety. The rights and remedies of the Owner 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 Prime Contractor by the Owner shall not be deemed to release the Prime Contractor or the Surety from any liability hereunder.

15.2 Termination for Convenience of the Owner. The Owner may at any time, in its sole and exclusive discretion, by written notice to the Prime Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the Owner. In such case, the Prime 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 Owner, 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 Prime Contractor and as further reduced by the value of the Work as not yet completed. The Prime 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 Owner. The Owner may, in its sole and exclusive discretion, elect to have assigned to the Owner any Subcontract or Purchase Order to which the Prime Contractor is a party and thereupon requiring any Subcontractor or Material Supplier to performance in accordance with the Subcontract or Purchase Order between such Subcontractor or Material Supplier and the Prime Contractor. If the Owner elects to effectuate such assignment of any such Subcontract or Purchase Order, such assignment shall be effective in accordance with the Owner's written notice to the Prime Contractor and any Subcontractor or Material Supplier of the Owner’s election to have such Subcontract or Purchase Order assigned to the Owner.

ARTICLE 16: MISCELLANEOUS

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

16.2 Marginal Headings; Interpretation. The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are l1sed for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the Owner or the Prime 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 Owner or the Prime Contractor.

16.3 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 Owner and the Prime Contractor and their respective heirs, representatives, successors-in-interest and assigns.

16.4 Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Contract Documents and rights and remedies available there under 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 Owner 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.

16.5 Severability. In the event any provision of the Contract Documents shall be deemed illegal invalid, unenforceable and/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.

16.6 No Assignment by Prime Contractor. The Prime Contractor shall not sub let or assign the Contract or any portion thereof, or any monies due there under, without the express prior written consent and

approval of the Owner, which approval may be withheld in the sole and exclusive discretion of the Owner. The Owner's approval to such assignment shall be upon such terms and conditions as determined by the Owner in its sole and exclusive discretion.

16.7 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.

16.8 Independent Prime Contractor Status. In performing its obligations under the Contract Documents, the Prime Contractor shall be deemed an independent contractor to the Owner and not an agent or employee of the Owner.

16.9 Notices. Except as otherwise expressly provided for in the Contract Documents, all notices which the Owner or the Prime 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 Owner or the Prime Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the Owner or the Prime 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.

16.10 Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the Owner and the Prime Contractor regarding performance under the Contract Documents, the scope of Work there under, or any other matter arising out of or related to, in any manner, the Contract Documents, the Prime Contractor shall proceed diligently with performance of the Work in accordance with the Owner's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

16.11 Dispute Resolution; Arbitration.

16.11.1 Claims Under $375,000.00. Claims between the Owner and the Prime 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 Prime Contractor's notification to the Owner of such claim or extend the time for the giving of such notice as provided in the Contract Documents. The term “claims” as used herein shall be as defined in California Public Contract Code §20104(b)(2).

16.11.2 Arbitration. Except as provided in Article 16.11.1, any other claims, disputes, disagreements or other matters in controversy between the Owner and the Prime 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 C1AAAII) 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 Owner and the Prime 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 Owner or the Prime Contractor, all such controversies shall be consolidated into a single arbitration

proceeding, unless otherwise agreed to by the Owner and the Prime Contractor. The Prime Contractor's Surety, a Subcontractor or Material Supplier to the Prime 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 Prime Contractor, except to the extent that such joint order would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the Owner and the Prime 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 exclusive forum for 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 regional office of the AAA where such arbitration is conducted The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §12g5 et seq.

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

16.13 Attorneys Fees. Except as expressly provided for in the Contract Documents, or authorized by law, neither the Owner nor the Prime 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 Owner or the Prime Contractor there under.

16.14 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in the Contract Documents shall be 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.

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

16.16 Entire Agreement. The Contract Documents contain the entire agreement and understanding between the Owner and the Prime 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 Owner and the Prime Contractor.

[END OF SECTION]

SUPPLEMENTARY CONDITIONS

MODIFICATIONS OF THE GENERAL CONDITIONS

1. GENERAL

The "General Conditions of the Contract for Construction" are supplemented by the changes, deletions, and/or additions which follow in this supplement. Even though a portion of the "General Conditions" of the Contract for Construction may be modified, altered or voided by this supplement, the provisions of the unaltered portions shall remain in effect.

2. DEFINITIONS

A. Throughout the Contract Documents, "Owner" shall mean Antelope Valley Community College District.

B. Throughout the Contract Documents, "Architect" shall mean Ledesma & Meyer Construction Co., Inc.

C. Throughout the Contract Documents, "Project Manager" shall mean Ledesma & Meyer Construction Co., Inc.

D. Throughout the Contract Documents, "Contractor" shall mean the person, company, partnership or corporation supplying the labor, or labor and material necessary to perform the Work.

E. Surety is the person, firm, or corporation that executes as surety the Contractors Performance Bond and Labor and Material Payment Bond.

F. Throughout the Contract Documents, "Project" shall mean the total Scope of Construction for Antelope Valley Community College District – Tennis Court Rehabilitation, Bid #AVC2014/2015-1

G. Throughout the Contract Document, "Agreement" shall be synonymous with Contract.

H. Throughout the Contract Documents, "Provide" shall mean the furnishing and installation of the specified item.

3. SPECIFIC CHANGES

ARTICLE 2 -OWNER

A. Add Paragraph 2.5: Paragraph to read as follows:

2.5 Acceptable Hours of Work. The facility will be occupied from **AVCCD** 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 Saturdays. Construction activities shall be conducted after 6:30 a.m. and before 3:30 p.m. Monday through Friday. During performance of the Work on the project, Prime Contractor shall not interfere with the normal, regular, or existing business operations or activities of Owner at the site.

ARTICLE 4: THE PRIME CONTRACTOR

A. Sub Paragraph 4.3.3.1 shall be added to read as follows:

4.3.3.1 - Layout. Prime Contractor shall layout and establish all construction lines, level, grades, and locations required for the work and shall be responsible for the accuracy of same.

ii. Elevations and temporary bench marks shall be taken from the bench marks set by the surveyor, verify grades, lines, levels, locations and dimensions as indicated. Report any errors, inconsistencies, or deviations to the Project Manager before commencing with the work.

iii. Protect all benchmarks and maintain them in place for the duration of the contract or until such time as Project Manager authorizes their removal.

B. Paragraph 4.3.4: Delete this paragraph in its entirety and replace with the following:

4.3.4 Water, Gas, & Electric Power. All utilities, including, but not limited to, electricity, water, gas and telephone, used and consumed on the Work shall be provided at the expense of Prime Contractor / Owner. Prime 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, Prime Contractor shall remove all temporary systems.

If the Work is for expansion of, addition to, or modernization of existing facility(ies), the Prime Contractor may, with written permission of Owner, use the existing utilities by making pre-arranged payments to Owner for the costs involved in Prime contractor using and consuming such utilities.

C. Add the following sentence to Paragraph 4.6: Sentence to read as follows:

4.6 Permits, Fees and Notices. Prime Contractor shall give all legal notices as required for the Work of the Contract.

D. Sub Paragraph 4.9.1.1 shall be added to read as follows:

4.9.1.1 General Safety Provisions Prime Contractor will develop and implement a construction safety program in accordance with Project Manager's site rules and security requirements and the Williams-Steiger Occupational Safety and Health Act of 1970 and California Code 1 Regulations, Title 8 (Cal/OSHA) as may be amended and including all regulations adapted pursuant thereto in effect at the time of delivery or performance of service. In case of conflict between the documents the Williams-Steiger *Act* and Cal/OSHA shall be controlling.

The Prime Contractor will be solely responsible for all safety aspects of the work under the contract. The Prime Contractor will be responsible for ensuring that all second and/or third tier Subcontractors are familiar with, fully trained in, and comply with all safety provisions. The Prime Contractor will at all times maintain a constant vigil for accidents and will prepare and submit to Project Manager's representative a written report for any accident, illness, or injury requiring outside medical attention. This report shall contain all data pertinent to the accident (time, place, description of

accident, personnel involved, type of injuries, etc.) and shall be submitted within 5 working days. In lieu of a formal report the Prime Contractor may substitute the required Cal OSHA form. Prime Contractor will also notify Project Manager using (661) 324-3000 immediately after an accident, illness or injury has occurred.

At the conclusion of the project, Prime Contractor will submit to Project Manager a statement confirming the status of any accident and a release of liability holding Project Manager and the Owner harmless against any future claims.

Prime Contractor's General Safety Provisions, Site Rules & Security Requirements

Unless notified otherwise, the following rules shall be considered the minimum required and shall be adhered to by all Prime Contractors, their employees and visitors. Anyone violating these rules may be denied further access to Contractor sites;

Safety Materials and Inspection:

Jobsite "tailgate" meetings will be held weekly for Prime Contractor employees, temporary and permanent. Tailgate safety meetings are held for construction crews' benefit. Employees shall be required to attend the meetings and encouraged to participate and offer suggestions for improving safe work conditions and or practices.

The Prime Contractor foreman will make a daily safety inspection of the job-site, documenting activities on the Daily Jobsite Inspection Report provided. Any unsafe work conditions or unsafe acts by employees or sub-Prime Contractors will be noted and immediate corrective action taken.

Protective Clothing & Safety Equipment:

Prime Contractor and/or its personnel must wear appropriate safety clothing and use appropriate safety equipment. The instruction for proper use and maintenance of personal safety equipment and protective clothing is also the responsibility of the Prime Contractor. This includes, but is not limited to, safety glasses, welding goggles, safety shoes, respiratory protection gear (in special cases), ear protection and hard hats, as described below.

Personnel shall wear approved hard hats at all times in construction areas.

Personnel shall wear proper footwear and/or safety-toed shoes or boots with substantial soles. Additional foot protection, such as rubber boots or steel-toed protectors may be required where there is exposure to special hazards. Wear safety glasses, goggles or face shields whenever there is an exposure to injury from flying particles or splash. Eye protection is particularly required when grinding, cutting, chipping, welding or using air tools for such things as breaking concrete.

Use proper respiratory equipment whenever there is exposure to harmful dusts, fumes, vapors or gases.

Whenever personnel is working on foot and exposed to mobile equipment or motor vehicle traffic, personnel must wear orange flagger's vests or other equivalent high visibility orange apparel. If vests are used after dark, they must be of the reflective type.

Personnel shall wear protective gloves and boots whenever working with cement products, acids or chemicals.

Personnel must wear hearing protection such as plugs or muffs as directed or whenever exposure to noise exceeds 85 decibels. In general, if you need to shout in order to converse with a person close by, you should ask your Supervisor if ear protection is required.

Personnel Behavior:

Smoking is permitted in designated areas only. Prime Contractor shall confirm with Contractor which areas are designated smoking areas.

Control noise so as not to disturb or disrupt Owner, Project Manager or other Prime Contractor Personnel. No radios or portable headsets will be permitted without prior approval.

The use or possession of intoxicating beverages or drugs on the jobsite or immediately prior to entering the job site is prohibited.

Do your part to help keep work areas clean and free of debris and other tripping hazards.

Firearms are not permitted on the job site, inside vehicles or equipment.

With safety issues in mind, keep a lookout for other persons and employees that come into the vicinity of your work area.

Only those Prime Contractor vehicles actually required for delivery of equipment and materials or for the performance of necessary operations by the Prime Contractor will be admitted to the site. The speed limit of 5 mph will be observed. No personal vehicles are allowed. All Contractor safety signs, notices and tags must be obeyed. The Prime Contractor must display appropriate safety signs, notices and barriers when work is in progress that could be hazardous.

Hand and Portable Electric Tools: Prime Contractor and/or its personnel shall do the following:

Always use the right tool for the job. Do not use defective tools or equipment. Report tools or equipment to your Supervisor that are broke or do not work properly so that they can be replaced with safe ones.

Keep guards and safety devices in place and functioning properly. Inspect electric cords, plugs and receptacles before use and have them repaired or replaced if worn or

damaged. Electric cords should not be spliced and taped. If portable electric service is provided to the job-site, each 15 and 20 amp receptacle must have grounding contacts through a ground fault interrupter circuit, or an assured equipment ground conductor maintenance program in progress. Be certain that all electric hand tools and exposed non-current carrying parts of motors, generators (including portable units), and control equipment are properly grounded. Do not use the power cord to lift or lower portable electric tools since this practice can break internal wiring and cause electric shorts. All electrical equipment used is to be a type appropriate to the hazard classification of the area where work is to be performed and compiling with all applicable governmental standards and Contractor's maintenance procedures.

Ladders:

All ladders, scaffolding and etc. must be OSHA and Cal/OSHA approved.

All trades performing work shall have and implement a fall protection plan suitable for the site, activities, height and other conditions. Guardrails are required to guard the open sides of all work surfaces that are 7 1/2 ft. or higher. A personal fall restraint system, which consists of anchorages, connectors, body belt and harness, and may include lanyards, lifelines, and rope grabs, shall be used to prevent an employee from falling. Ladders should be inspected before use. Well built, undamaged ladders of the proper size should be used and should be long enough that side rails extend three feet above the landing. Metal ladders should not be used when working on electrical equipment since the ladders conduct electricity.

Prime Contractor and/or its personnel should always do the following when using ladders:

All ladders should have safety feet in good condition. When setting the ladder, the base should be approximately one-fourth the length to its top support. Secure ladders from falling by setting feet properly and tying them off at the top to prevent them from sliding over. Face the ladder when going up or down and keep hands free of tools or materials. Always bring materials up later using a hand line.

Scaffolds, Platforms and Safety Belts:

Prime Contractor and/or its personnel shall do the following:

Before using scaffolds or other work platforms, check them for security, proper planking and guardrails. They must conform to design standards or be designed by a licensed engineer.

Wood pole scaffolds must be tied every 20 feet horizontally and vertically for light trades, and 15 feet for heavy trades. Metal scaffolds must be tied every 26 feet vertically and 30 feet horizontally. A permit from Cal-OSHA is required for a scaffold over 36 feet high.

Scaffold platforms must have guardrails on the open sides if over 7-1/2 feet high. One set of "X" braces is sufficient if they intersect 20 to 36 inches above the platform. Toe boards are required where workers pass below. Access to scaffolds must be safe and unobstructed.

Do not use single plank for ramp access to work areas. A ramp must be at least 20 inches wide and have handrails if it is 7-1/2 feet or more in height.

Keep ramps and platforms clear of debris and unnecessary tools and materials.

When rolling scaffolds are used, height-to-base ratio must not exceed a 3:1 ratio, all wheels must be locked when in use, and work platform must be fully guarded. Rolling scaffolds should not be moved with someone on them.

Approved safety belts with lifelines or lanyards must be worn when you are exposed to falls from heights that would otherwise require guardrails or other fall protection. When working on roofs, every effort' should be made to protect from falls by safety belts/lifelines, or by safety nets if working above 25 feet in height. If there is danger of falls on roof edges, guard lines can be installed 42 inches high and approximately 5 feet from the edge to warn roofers before they get too close.

Fire and Flammable Materials:

With respect to fire and flammable materials, Prime Contractor and/or its personnel shall also do the following:

All flammable liquids are to be stored only in approved closed metal containers, labeled FLAMMABLE. Keep combustible waste materials picked up and discarded regularly.

Know the location and proper use of fire extinguishers and use only for fire fighting.

Use proper precautions when transferring fuel or refueling equipment. Stop motors, provide for grounding and bonding and do not smoke or allow open flames or other source of ignition in the area. Close containers tightly and eliminate any spillage. "Remember that the vapors from flammable liquids can carry away from the liquid itself and are easily ignited.

Oxygen and acetylene cylinders are to be secured upright and stored separately (at least 20 feet apart or separated by a fire resistant wall at least six feet high, and not near other combustible materials, particularly oil and grease). Protective caps should be kept in place when they are not in use.

Never weld, bum or cut any containers that have held flammable liquids unless they are filled with water or are completely cleaned, ventilated and tested.

Never use gasoline for cleaning purposes. Use only approved cleaning solvents, in well ventilated areas.

All compressed gas cylinders must be stored in an upright position and secured against falling.

Hazardous Substances:

Prime Contractor and/or its personnel may be exposed to many different materials that have been determined to be hazardous substances if they are not handled in a safe manner. Prime Contractor and/or its personnel shall know what information on hazardous substances is available and how to use it. Material Safety Data Sheet (MSDS) for each of the hazardous substance used shall be maintained on the job site by Prime Contractor foreman.

These are the rules when using hazardous substances:

Never use any chemical or substance without reading the label or the MSDS. If you have questions or have not been instructed on the safe use of hazardous substances; seek clarification.

Contractor Machinery & Equipment:

The Prime Contractor shall not use Project Manager's, equipment or tools. The Prime Contractor must supply all such items necessary to complete the work of its trade.

Prime Contractor and/or its personnel shall do the following:

Only operate, service or repair machinery or equipment that it is qualified to operate or service. Before operating any power-driven equipment or vehicles, make a careful Safety inspection. Any defects must be repaired before the equipment is operated. Before starting machinery or putting equipment in motion, make certain there will be no danger to other persons or property. The use of seat belts is required when operating motor vehicles or mobile earth moving equipment. Never service or repair machinery or equipment while it is in motion. Always lock out machinery or equipment being serviced to prevent possible injury. When mounting or dismounting equipment, always use the stairs or ladder. Never try to jump off. Never ride any machinery, equipment, loads, or hooks unless in the seat provided by manufacturer or approved safety facilities or devices are used.

Equipment must never be operated within 10 feet of energized high voltage electrical lines. 50,000 volts and higher voltage requires greater distances in accordance with State and Federal Safety Regulations. Always stay outside the area within the swing radius of rotating machines such as cranes, shovels, or a backhoe.

All equipment must be safely parked and secured before it is left unattended, even for short periods of time. Particularly lower all forklift beams, blades, booms, buckets, etc. to the ground and secure from possible movement.

When mobile equipment is required to approach the edge of an excavation, and the operator does not have a clear and direct view of the edge of the excavation, a warning system shall be utilized such as barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

Cranes

Hazards associated with crane operation including electrocution from overhead power lines, equipment failures because of operator error, faulty or damages equipment, overloading or lack of support are to be avoided at all times. Workers must be thoroughly familiar with hand signals used for communication with the crane operator. Slings and attachment must not be kinked, shortened by knots, bolts or other means, and must be inspected on a daily basis for defects.

Aerial devices, such as cherry pickers, lifts, and boom trucks used to position personnel, must observe continuous safety precautions. Only authorized persons may operate aerial devices. Aerial devices must not rest on any structure, only solid ground. Controls must be tested before use. Workers must stand only on the floor of the basket. No plank, ladders, or other means are allowed to gain greater height. A fall protection system must be worn and attached to the boom or basket. Brakes must be set when employees are elevated. An aerial lift truck must not be moved when an employee is on the elevated boom platform.

Prime Contractor and/or its personnel shall do the following:

The crane operator must be in good condition physically, mentally, and emotionally in order to maintain complete control of the crane at all times.

Before starting the crane do a pre operational inspection. This inspection is to be documented on the daily inspection and maintenance log, and initialed by the inspector.

Be mindful of specific jobsite restrictions, such as the location of overhead electric power lines, unstable soil, and high wind conditions.

To prevent employees from being struck or crushed by the crane, barricade accessible areas within the swing radius of the rear of the rotating superstructure of the crane.

Never work under a suspended load. When a load is being picked up or set down, it may shift, swing, or pivot, or a loose piece may even falloff; make sure that you keep far enough back to accommodate the dangers. Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles are equipped, in accordance with Section 1591 (e), to provide adequate protection for the operator during loading and unloading operations.

Crane operators must avoid swinging loads over persons and should keep people away from loads when possible.

Crane attachments cannot exceed the capacity, rating, or scope recommended by the manufacturer. Operators must be knowledgeable of crane capacities and limitations.

If the operator does not have a clear, unobstructed view of the entire lift, from beginning to end, a signal person must be assigned.

Excavation, Trenches, and Earthwork

Earthwork operations require reasonable precautions to avoid cave-ins, striking underground utilities, falling tools, material, and equipment, and hazardous air contaminants or oxygen. Before opening an excavation, all regional notification centers and all underground utility owners shall be notified of the proposed work and given adequate time to visit the work site to determine the presence of any underground obstructions.

Prime Contractor shall provide adequate protection to protect from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of scaling to remove loose material; installation of protective barricades at intervals as necessary on the face to stop and contain falling material; or other means that provide equivalent protection.

Protection shall be provided from excavated or other materials or equipment that could pose a hazard by falling or rolling into excavations. Protection shall be provided by placing and keeping such materials or equipment at least 2 feet from the edge of excavations, or by the use of retaining devices that are sufficient to prevent materials or equipment from falling into excavations, or by a combination of both if necessary.

Prime Contractor and/or its personnel shall do the following:

All trenches and other excavations five feet or more in depth are required to be shored, sloped, or otherwise protected from the hazards of moving ground, when employees are required to work in them.

Never enter or work in any trench or excavation that is not properly shored, sloped, shielded or otherwise protected from cave-in.

Use only ladders or other approved means of access to trenches and other excavations. Keep ladders close to the work area, and never more than 25 feet away from workers.

When working in trenches, stay away from the excavating equipment and stay within the shoring.

Use only safe crossings for getting across open trenches. Never jump over an open trench.

The spoils pile of dirt from a trench must be kept at least two feet away from the edge of excavation, and heavy equipment should be kept away from the area to help prevent cave-ins.

Keep alert for changing ground conditions or signs of possible earth movement.

The permit application will indicate what steps will be taken for soils testing. Soil Classification will be identified as A, B or C per Appendix A of Cal OSHA Title 8, Chapter 4, Section 1541.1. Appropriate excavation techniques will then be chosen per Appendix B to Section 1541.1.

If the trench is to be five feet or more in depth, with employees working in it, a permit

from DOSH must be obtained. Also, a record search for underground utilities in the area should be made.

Hazardous Atmospheres:

Never enter any confined space such as a trench, excavation, manhole, underground vault, tank, pipes, etc. without first determining if there is adequate ventilation and that there are no flammable or toxic gases. Then enter only with permission of your Supervisor and with proper safety devices such as a lifeline and another person standing by for help as necessary.

Testing and Controls:

In addition to the requirements set forth in the construction Safety Orders and the General Industry Safety Orders to prevent exposure to harmful levels of atmospheric contaminants and to assure acceptable atmospheric contaminants and to assure acceptable atmospheric conditions, the following requirements shall apply:

Where oxygen deficiency (atmospheres containing less than 19.5 percent oxygen) or a hazardous atmosphere exists or could reasonably be expected to exist, such as in excavations in landfill areas or excavations in areas where hazardous substances are stored nearby, the atmospheres in the excavation shall be tested before employees enter excavations greater than 4 feet in depth. Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include proper respiratory protection or ventilation.

Adequate precaution shall be taken such as providing ventilation, to prevent employee exposure to an atmosphere containing a concentration of a flammable gas in excess of 20 percent of the lower flammable limit of gas.

When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable level, testing shall be conducted as often as necessary to ensure that the atmosphere remains safe.

Emergency Rescue Equipment: Emergency rescue equipment, such as breathing apparatus, a safety harness and line, or a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may reasonably be expected to develop during work in an excavation. This equipment shall be attended when in sue.

Employees entering bell-bottom pier holes, or other similar deep and confined footing excavations, shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials, and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.

Hazards Associated with Water Accumulation:

Prime Contractor and/or its personnel shall do as follows:

Not work in excavations in which there is accumulated water, or in excavations in which water is accumulating, unless adequate precautions have been taken to protect employees against the hazards posed by water accumulation. The precautions necessary to protect personnel adequately vary with each situation, but could include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of a safety harness and lifeline.

If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operations shall be monitored by a competent person to ensure proper operations.

If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation and to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains will require an inspection by a competent person and compliance with Section 1540(h)(1) and (h)(2).

Stability of Adjacent Structures:

Prime Contractor and/or its personnel shall do as follows:

Where the stability of adjoining building, walls, or other structures is endangered by excavation operations, support systems such as shoring, bracing, or underpinning shall be provided, to ensure the stability of such structures for the protection of personnel. Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to personnel shall not be permitted except when:

a. A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure: or

b. The excavation is in stable rock; or

c. A registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.

Sidewalks, pavements and appurtenant structure shall not be undermined unless a support system or another method of protection is provided to protect employees from the possible collapse of such structures.

Hazardous Conditions:

Maintain access to fire hydrants and fire alarm boxes at the work site. Hydrants, alarm boxes and standpipe connections shall be kept clear of obstructions and kept visible at all times. If visibility cannot be maintained, the Prime Contractor shall provide clearly visible signs showing the location of the fire hydrant, fire alarm box, or standpipe connection.

Existing sprinkler systems are not to be shut down, restored, disconnected, or modified without authorization by Contractor. Sprinkler pipes are not to be used as supports or as grounds for welding equipment.

No open flames, welding, cutting, open electrical equipment, or other spark producing equipment will be operated within the site or buildings without proper precautions. The Prime Contractor shall bear total responsibility for ensuring that proper precautions are taken.

Control at all times any fumes and/or vapors emitted by material used so as not to create a health hazard, interfere with, or be noticeable by Owner, Contractor or other Prime Contractor Personnel. Prime Contractor shall control dust in such a manner so as to not cause an impact or interfere with other work, systems, or operations.

Prime Contractor will be responsible for insuring that all open holes, open ledges, etc. are protected from accidental entry by providing physical barriers in accordance with OSHA and CalOSHA standards.

E. Sub Paragraph 4.9.8 shall be added to read as follows:

4.9.8 Protection and Safeguarding the Work. Prime Contractor shall provide such lights, barricades, guardrails, posted signs, and other protective measures as may be required for the safe operation of the work or as directed by governing authorities.

F. Sub Paragraph 4.9.9 shall be added to read as The Attached "Safety Provisions":
4.9.10.10 Work Area: Prime Contractor personnel are permitted only in the specific areas where their work is being done; travel through other parts of the building and site is prohibited except as necessary to reach the work site. Use of Project Manager's office, office equipment and toilet is prohibited. The project site will have limited space available for storage of materials. The Prime Contractor and Project Manager's representative will prearrange all construction areas, storage areas, etc. prior to start of work.

4.9.10.17 Fork Lifts. Hand Jacks and Construction Equipment: Under no circumstances should anyone other than a properly trained and certified person operate a forklift. Drivers must be sure that there is clear visibility in all directions before driving. The riding on equipment except in the seat provided by the manufacturer is strictly prohibited.

4.9.10.18 Project Manager Machinery & Equipment: The Prime Contractor shall not use Project Manager’s machinery, equipment or tools. The Prime Contractor must supply all such items necessary to complete the job.

4.9.10.25 Flammable Material: No flammables shall be stored or left unattended in any of the buildings or structures.

4.9.10.26 Electrical Equipment: All electrical equipment used is to be a type appropriate to the hazard classification of the area where work is to be performed and compiling with all applicable governmental standards and Project Manager's maintenance procedures.

G. Sub Paragraph 4.11.1 shall be added to read as follows:

4.11.1 Storage of Materials

a. Project Manager will assign to Prime Contractor allowable areas for the storage or materials and equipment. Prime Contractor shall keep his materials and equipment strictly with the limits and areas assigned by Project Manager.

b. Materials shall be stored so as to cause no obstruction and shall be stored off sidewalks, roadways and underground services and utilities. Prime Contractor shall be responsible for protecting his materials and equipment inside secured and locked storage containers.

H. Sub Paragraph 4.12.1 shall be added to read as follows:

4.12.1 Removal of Surplus Materials and Waste. At the end of each work day, Prime Contractor shall remove all equipment, surplus materials, construction debris, waste and rubbish of every sort, and leave the premises in a clean, neat and orderly condition ready to be put to their intended use.

ARTICLE 6: INSURANCE, INDEMITY, BONDS

A. Sub Paragraph 6.3.1 shall be added to read as follows:

6.3.1 Builder's Risk "All-Risk" Insurance. Builder's Risk Insurance covering loss or damage to materials and equipment furnished by Owner that are to be incorporated into the completed facility shall be provided by Owner. Each Prime Contractor shall be responsible both for indemnity against any and all loss related to Prime Contractors acts or omissions and other insurable risks as well as for the payment of the applicable deductible $10,000.00 for each loss to the project and such materials or equipment which are in the care, custody and control of the Prime Contractor.

B. Sub Paragraph 6.9.1 shall be added to read as follows:

6.9.1 Payment Bond and Performance Bond

a. Unless otherwise specified in any Special Conditions, Contractor shall furnish a Performance Bond, and for any contract of $25,000 or more, a Payment Bond, each in an amount equal to 100 percent of the price stated in the Contract Documents. All bonds shall be provided by a corporate surety admitted in California. Personal sureties and unregistered sureties are unacceptable. The Performance Bond shall remain in full force and effect through the guarantee period as specified in the Contract Documents and through such extended period as permissible to cover latent conditions.

b. The Prime Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising there under. Bonds may be obtained through the Prime Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount (penal sum) of each bond shall be equal to 100 percent of the Contract Sum.

c. The Prime Contractor shall deliver the required bonds to the Owner via the Project Manager not later than ten (10) days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent. The Prime Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

d. The Prime Contractor shall require the attorney-in-fact who executes the

required bonds on behalf of the surety to affix a certified and current copy of the power of attorney to each of the bonds.

C. Paragraph 6.10 shall be added to read as follows:

6.10 Insurance Coverage's, Limits and Endorsements Before any Work is performed under this AGREEMENT, Prime Contractor shall, at its sole cost, obtain and maintain in force the following insurance coverage's:

a. Worker's Compensation Insurance, including occupational illness or disease coverage, or other similar social insurance in accordance with the laws of the nation, state, territory or province exercising jurisdiction over the employee and Employer's liability Insurance with a minimum limit of $1,000,000 per occurrence. Prime Contractor shall obtain a waiver of subrogation in favor of Project Manager, its affiliates and Owner with respect to losses arising out of or in connection with the Work.

b. Commercial General liability Insurance, including Contractual Liability, Product and Completed Operations Liability, and Broad Form Property Damage Liability coverage's with a minimum combined single limit of $1,000,000 per occurrence. Such insurance shall protect against losses arising out of explosion, collapse or underground hazards: The policy shall be endorsed to name Project Manager, its Affiliates and Owner, as additional insured's and Prime Contractor shall provide Project Manager with endorsement form CG 2010 dated 11-85 indicating such endorsement. Prime Contractor shall obtain a waiver of subrogation in favor of Project Manager, its affiliates and Owner with respect to losses arising out of or in connection with the Work.

c. Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage liability. This policy shall be endorsed to name Project Manager, its affiliates and Owner as additional insured's.

d. Tools and Equipment Insurance covering physical damage to or loss of all major tools and equipment, office furniture and equipment, and vehicles for which Prime Contractor is responsible throughout the course of the Work.

The foregoing insurance coverage's shall be primary and non-contributing with respect to any other insurance or self-insurance, which may be maintained by Project Manager or Owner. Prime Contractor's Commercial General Liability and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of interest clause. Prime Contractor shall cause its insurance underwriters to issue Certificates of Insurance satisfactory in form to Project Manager (ACCORD form or equivalent) evidencing that the coverage's, coverage extensions, policy endorsements required under this AGREEMENT are maintained in force and that not less than 30 days written notice will be given to Project Manager prior to any material modification or cancellation of the policies. At Project Manager's request, Prime Contractor shall provide Project Manager certified copies of each policy, pursuant to the terms of this AGREEMENT, affording insurance to Project Manager, Prime Contractor and Owner.

Term: The combined Single Limits Commercial General liability Insurance, Automobile Liability' Insurance, Workers! Compensation Insurance and Endorsements shall be

maintained by Prime Contractor for the period from execution of this AGREEMENT until expiration of the Prime Contractor's guarantee / warranty period.

ARTICLE 7: CONTRACT TIME

A. Sub Paragraph 7.5.1 shall be added to read as follows:

7.5.1 Liquidated Damages. Prior to bidding and as part of the bid Package, Project Manager shall establish a master CPM schedule (the "Construction Schedule") for completion of the Work of all Prime Contractors to meet the final completion date of the entire Project required by Owner. TI1e Construction Schedule shall establish the following:

1. The overall Project f:inal completion date required by Owner;
2. Project phases and corresponding completion dates to meet the overall Project final completion date;
3. Milestone dates for Prime Contractors' incremental activities within the Construction Schedule, including but not limited to Submittals, Tasks and Closeout Documents.

Prime Contractor, and the Prime Contractor's surety, if any, shall be liable for and shall pay Owner as and for liquidated damages and not as penalty the sum of as stated in the Contract Agreement per calendar day for Prime Contractor's failure to meet (1) the overall Project completion date, (2) the date for completing work on any phase of the Project and (3) the milestone dates for incremental activities established by the Construction Schedule. The liquidated damages shall be assessed for Prime Contractor's failure to meet the above dates until all of Prime Contractor's Work is substantially completed and substantial completion is established by Project Manager and Owner's Architect / Engineer.

ARTICLE 8: CONTRACT PRICE

A. Sub Paragraph 8.3.1.1 shall be added to read as follows:

8.3.1.1 Payments. At least fifteen days before the date established for each progress payment, the Project Manager shall submit to the Prime Contractor a Draw Request (G703) on which both Project Manager and Contractor shall agree as to the appropriate payment for work completed in accordance with the Schedule of Values. Upon agreement of Draw Request (G703), Project Manager shall submit to the Prime Contractor Application for Certification of Payment (G702). Such application shall be notarized if required.

ARTICLE 9: CHANGES

A. Add to the end of Paragraph 9.4.1.4.4 to read as follows:

9.4.1.4.4 Changes in the Work & Markup. For authorized and approved changes in the scope of Work, the limit of the combined overhead and profit for work performed by Prime Contractor and/or its Subcontractors and/or Sub Subcontractors shall be fifteen percent (15 %) of the total cost of all work and all materials identified in each change order regardless whether the work is performed by Prime Contractor's own forces or the work forces of any Subcontractors or Sub-Subcontractors.

Cost to which overhead and profit is to be applied shall be determined in accordance with Paragraph 9.4.1.4.4 of the General Conditions.

In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor, materials and Subcontracts and Sub-Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts or Sub Subcontracts, they shall also be itemized. In no case will a change involving over $200.00 be approved without such itemization.

Reference section 01028 - Change Order Procedures, for further information.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

1. PART 1 GENERAL

A. SECTION INCLUDES

1. Work included.
2. Contractor use of site.
3. Work Sequence

B. WORK INCLUDED

1. Work of this contract in general terms is basically comprised of the repair of existing tennis court substrate as required and then the proper re-surfacing of all existing tennis courts, the repair and/or replacement of the existing chain link fencing & gates, and miscellaneous painting.
2. Construct the work of each contract under a single lump sum contract. Multiple contracts will be awarded by the District as outlined in the Notice Inviting Bids (Section 00020) and in accordance with the Construction Manager's "Work Scope Special Conditions" (Section 01011) for each work scope category. Each Category Contract will include ALL work in all of the specification sections noted under said Category in the Notice Inviting Bids. Division "0" and "1" of the Project Manual will be a part of ALL bids and contracts in ALL Categories.

    a. "Work Scope Special Conditions" (Section 01011) is a matrix which contains the special conditions of each Category Contract. Columns containing a "yes" indicate that the work under the "Description" is to be a part of the Category Contract noted at the top of the list. Columns containing a "no" indicate that the work under the "Description" is to be excluded by the Category Contractor noted at the top of the list.
    b. The work included in each specification section includes, but is not limited to, the furnishing of all labor, materials, appliances, tools, equipment, facilities, transportation, applicable taxes and services necessary for, and incidental to, performing all operations in connection with the specification section complete as shown on the drawings and / or specified therein.
    c. ALL of the work in each specification section MUST be included in the work scope "Category" for which it has been assigned unless it has been SPECIFICALLY noted within the "Work Scope Special Conditions" (Section 01011) to be excluded. CONTRACTOR MUST EXAMINE ALL SPECIFICATION SECTIONS AND DRAWINGS for related work that may be specified or shown on the drawings and required to be included under their specific Category or referenced specification section.
    d. In the unlikely event that the same work called out in this Contractor's category is also called out in the category of another

contractor or contractors, BOTH this Contractor and the other contractor/s will be expected to have included the work in their bids. It is not the District's intention for this double coverage to happen, however if it does, the District will seek a credit quotation from all affected contractors and the contractor offering the smallest credit or least favorable terms to the District shall be the contractor directed to perform the work. The other affected contractor/s shall have their contract work scope/s and price/s reduced by their proposed credit amounts.

C. WORK BY OWNER
1. Items noted "NIC" (Not In Contract) will be furnished and installed by the Owner.

D. OWNER FURNISHED PRODUCTS
1. Items noted "OFCI" (Owner Furnished - Contractor Installed) will be furnished by the Owner and installed by the Contractor
2. Items noted "OFOI" (Owner Furnished - Owner Installed) will be furnished by the Owner and installed by the Owner
3. Owner's responsibilities
   a. Arrange for and deliver Owner reviewed shop drawings, product data, and samples to the Contractor
   b. Arrange and pay for product delivery to site
   c. On delivery, inspect products jointly with Contractor
   d. Submit claims for transportation damage and replace damaged, defective, or deficient items
   e. Arrange for manufacturer's warranties, inspections, and service
4. Contractor's responsibilities
   a. Review Owner reviewed shop drawings, product data, and samples
   b. Receive and unload products at site; inspect for completeness or damage jointly with Owner
   c. Handle, store, install, assemble, and finish products
   d. Repair or replace items damaged after receipt
5. Products
   a. See equipment schedules
6. Items furnished by Owner for installation by Contractor (OFCI):
   a. See equipment schedules

E. CONTRACTOR USE OF THE SITE
1. Contractor shall have use of the site throughout the construction period as regulated by the Construction Manager
2. Construction operations: Limited to area indicated on drawings

F. WORK SEQUENCE
1. Construct work in accordance with the Project Construction Schedule, Section 01310.

2. PART 2 PRODUCTS
Not Used

3. PART 3 EXECUTION
Not Used

END OF SECTION

ANTELOPE VALLEY COMMUNITY COLLEGE - TENNIS COURT REHABILITATION

WORK SCOPE SPECIAL CONDITIONS

		CONTRACTOR CATEGORY NUMBER		
ITEM:	**DESCRIPTION:**	**17**	**30**	**31**
1	This Category Contractor shall not interfere with the normal, regular, or existing business operations or activities of the College at the project site.	yes	yes	yes
2	Properly protect existing improvements scheduled to remain when performing work within this category.	yes	yes	yes
3	Properly & completely coordinate all work through the Construction Manager with all other trades to ensure that all work is properly and efficiently installed per the project manual.	yes	yes	yes
4	All daily reports shall be turned into the Construction Manager no later than 12:00 noon each day.	yes	yes	yes
5	All deliveries and material or equipment moving between construction areas shall be coordinated and approved by the Construction Manager prior to commencement.	yes	yes	yes
6	This Category Contractor shall include all site visits as requested by the Construction Manager with the purpose of coordinating with the applicable Category Contractors. This Contractor shall also provide, all layouts for the integration of work between this Category and the applicable Categories.	yes	yes	yes
7	Utilize suitable equipment for traversing the site, hauling or relocating of materials, and/or erection of items within this trade regardless of soils conditions or grades at no additional cost or delay to the schedule.	yes	yes	yes
8	Contractors within this category shall pay and maintain cell phone numbers for their project foreman throughout the duration of this project.	yes	yes	yes
9	Provide all job verification and field measuring as may be needed and/or required to ensure that the work is coordinated and fits properly.	yes	yes	yes
10	Repair any adjacent grades and/or finishes damaged as a result of the execution of the work in this category.	yes	yes	yes
11	Provide cleanup on a daily basis to insure a clean and safe & accessible work environment for all trades.	yes	yes	yes

		CONTRACTOR CATEGORY NUMBER		
ITEM:	**DESCRIPTION:**	**17**	**30**	**31**
12	All Prime Contractors to provide trash containers and/or properly dispose of waste, trash, lunch trash and debris. This includes procurement of all hauling permits and/or dump fees which may be required. This applies equally to any/all subcontractors employed by the Prime Contractor.	yes	yes	yes
13	Be advised - the project site is located in an area of potential high winds. The protection against and prevention of wind damage to incomplete work or on-site stored materials is the responsibility of the contractor.	yes	yes	yes
14	Be advised - the project site is located in an area of potential high heat. The protection against and prevention of heat damage to incomplete work or on-site stored materials is the responsibility of the contractor	yes	yes	yes
15	ALL Contractors shall be familiar and comply with the South Coast Air Quality Management District (SCAQMD) standards for the Antelope Valley throughout the duration of the project.	yes	yes	yes
16	Provide adequate and proper fugitive dust control (PM10) during all operations within this category as required by applicable codes and/or ordinances. Comply with the South Coast Air Quality Management District (SCAQMD) for the Antelope Valley. **This includes but is not limited to Machinery, vehicles or foot traffic.**	yes	yes	yes
17	Provide and maintain all temporary chemical toilets and temporary hand wash stations for the duration of the project. A minimum of 2 toilets and 1 hand wash stations and may be adjusted as determined by the quantity of manpower present on the jobsite. Provide twice a week cleaning. Coordinate locations of temp toilets and hand wash stations with the Construction Manager.	no	yes	no
18	The Construction Manager will set the construction working hours on site.	yes	yes	yes

		CONTRACTOR CATEGORY NUMBER		
ITEM:	**DESCRIPTION:**	**17**	**30**	**31**
19	Provide & pay for all additional layout, staking, & engineering as required to complete work in this category which is not specifically noted as being supplied & paid for by the District within section 01050 FIELD ENGINEERING in the Project Manual.	yes	yes	yes
20	Completely furnish all cutting and patching as required in all existing construction including finishes due to the installation of work of this category contractor.	yes	yes	yes
21	At no time will any contractor or sub contractor's drive or park on any concrete flatwork without the consent of the Construction Manager. It will be the contractor's responsibility to keep his employees, subcontractors, suppliers and company vehicles off said concrete. Any damage, tire marks or cracking found at anytime after the violation of this rule, the contractor will be held responsible for the repairs.	yes	yes	yes
22	Parking areas shall be designated by the Construction Manager.	yes	yes	yes
23	The Construction Manager will review and approve the placement of all temporary storage containers, trailers and stored materials.	yes	yes	yes
24	It shall be established that any materials delivered "Freight on Board" (FOB) shall be unloaded by the Category Contractor that is receiving these items, any discrepancy in quantities or any damage to any items must be acknowledged at the time of delivery. Any discrepancy in quantity or damage that goes unreported shall be the responsibility of the receiving Category Contractor to replace and/or repair.	yes	yes	yes
25	No contractor shall leave any holes or trenches in an open condition as per Cal OSHA Safety Standards.	yes	yes	yes
26	Provide all barricades, warning lights and signs & safety measures etc. required for the execution of the work within this category.	yes	yes	yes

		CONTRACTOR CATEGORY NUMBER		
ITEM:	**DESCRIPTION:**	**17**	**30**	**31**
27	Provide all necessary cleaning, prep work and painting of the concrete wall as indicated per the project manual.	yes	no	no
28	Provide all necessary cleaning, prep work, concrete patching and tennis court surfacing as indicated per the project manual.	no	no	yes
29	Contractor shall fabricate and install six (6) new 16"Hx16"W signs indicating "**NO FOOD OR DRINKS ON TENNIS COURTS**". Signs shall be 0.0598 inch thick galvanized sheet steel sign of size indicated. Paint with reflectorized paint. Graphics and test to be as previously indicated and to match existing. Mount sign at 5'-0" from finish grade to center of sign. Attach sign to fence with 12 gage wire tires at each corner.	no	yes	no
30	Contractor shall fabricate and install six (6) new 18"Hx12"W signs indicating "**COURTS RESERVED DURING REGULARLY SCHEDULED CLASS USE".** Signs shall be 0.0598 inch thick galvanized sheet steel sign of size indicated. Paint with reflectorized paint. Graphics and test to be as previously indicated and to match existing. Mount sign at 5'-0" from finish grade to center of sign. Attach sign to fence with 12 gage wire tires at each corner.	no	yes	no
31	Contractor shall properly clean out and prep existing concrete expansion joints at the tennis courts and re caulk prior to the installation of the tennis court surfacing material. Caulking material shall be as per the tennis court surfacing manufacturers recommendations.	no	no	yes
32	Contractor shall remove and re install existing tennis court # identification signage as per the project manual.	no	yes	no
33	Contractor shall properly execute all chain link fence work as per the project manual.	no	yes	no
34	Contractor shall properly install College Logo on the North and South facing elevations of the concrete retaining wall.	yes	no	no

		CONTRACTOR CATEGORY NUMBER		
ITEM:	**DESCRIPTION:**	**17**	**30**	**31**
35	Contractor shall provide and install 10' wind screen at all tennis court chain link elevations including gates. Leave 6' high viewing area at the existing bleachers at the east elevation.	no	yes	no
36	Contractor shall remove existing tennis court nets so as to provide access to perform work. Once work is completed re install said tennis court nets.	no	yes	no
37	Concrete work identified in the Alternates shall be included by this category contractor.	no	yes	no
38	Load, properly haul, and legally dispose of in an offsite location all unused excess or unsuitable "spoils" generated by this Category Contractor. This includes procurement & payment of all hauling permits and / or dump fees which may be required.	no	yes	no
39	ALL references to "Architect" throughout the Project Manual shall be replaced with "Construction Manager".	yes	yes	yes

CHANGE ORDER PROCEDURE

PART 1 -GENERAL

1.01 SECTION INCLUDES

A. Submittals.

B. Delivery, Storage, and Handling.

C. Documentation of change in Contract Sum and Contract Time.

D. Change procedures.

E. Construction Change Authorization.

F. Stipulated Sum change order.

G. Unit Price Change Order.

H. Time and Material Change Order.

I. Execution of Change Orders.

J. Correlation of Contractor submittals.

1.02 RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 0 and Division 1 Specification Sections, apply to work of this Section.

1.03 SUBMITTALS

A. Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor[1]s employ or Subcontractors of changes to the Work.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Maintain a Register of proposal requests, supplemental instructions, and Change Orders at the job site, accurately reflecting current status of all pertinent data.

B. Make the Register available to the Architect for review at his request.

1.05 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

A. Maintain detailed records of work done on a time, and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.

B. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.

C. On request, provide additional data to support computations:

1. Equipment.
2. Taxes, insurance and bonds.
3. Overhead and profit.
4. Justification for any change in Contract Time.
5. Credit for deletions from Contract, similarly documented.

D. Support each claim for additional costs, and for work done on a time and material basis, with additional information:

1. Origin and date of claim.
2. Dates and times work was performed, and by whom.
3. Time records and wage rates paid.
4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

1.06 CHANGE PROCEDURES

A If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for information (RFI) or correction shall be submitted to the Architect. The Prime Contractor submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum issued by the Architect, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the Owner.

If there are discrepancies on drawings, plans, or specifications, or conflicts between drawings, plans, specifications, terms, or conditions, the interpretation of the Architect shall prevail. Prime Contractor shall become familiar with the plans, specifications, and drawings.

B. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time as authorized by the General Conditions Article 9: Changes and Ancillary Supplemental General Conditions by issuing an Instruction Bulletin (IB). A period of 3 working days will be provided to the Contractor to register his complaint in writing for the IB item. Failure to register a complaint within the 3 day period will result in acknowledgment by the Contractor that the minor change in the Work has no cost or time adjustment and that no claim will be submitted to the Owner.

C. The Architect may issue a Proposed Change Order (PCO), as authorized by General Conditions Article 9: Changes and Ancillary Supplemental General Conditions which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid and an estimated amount of the change in construction cost. Contractor will prepare and submit an estimate within 7 days. Failure by the Prime Contractor to submit an estimate within the stipulated 7 day time will result in the Architect's estimated amount of the change to the Contract sum or time allowed to complete construction becoming the approved amounts, and acknowledgment by the Contractor that no claim will be submitted to the Owner.

D. The Prime Contractor may propose a change for items other than previously addressed supplemental instructions by submitting a Request for Information to the Construction Manager which will be returned to the Contractor within 15 days. If the Construction Manager's reply necessitates a change in the contract sum or time, the Contractor shall submit within 15 days a PCO to the Construction Manager. Failure by the Prime Contractor to submit a PCO within the stipulated 14 day period will void the item from being considered at any time during construction and acknowledgment by the Prime Contractor that no claim will be submitted to the Owner. The change request shall describe the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. No additional compensation or time will be considered for the submitted claims at any future date. Document any requested substitutions in accordance with Section 01631, "Products and Substitutions".

1.07 CONSTRUCTION CHANGE DIRECTIVE

A Construction Manager may issue a document in the field, signed by the Owner, instructing the Contractor to proceed with a change in the Work, to expedite work and avoid or minimize delays in the work.

B. The document will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.

C. Promptly execute the change in Work. Submit final costs for Work involved and/or change in Contract Time for inclusion in a subsequent Change Order.

1.08 STIPULATED SUM CHANGE ORDER

Based on PCO and Prime Contractor's fixed price quotation for a Change Order, and in accordance with Article 9.4.1.1, as approved by Architect, Construction Manager and Owner.

1.09 UNIT PRICE CHANGE ORDER

A For predetermined unit prices and quantities, the Change Order will be executed on a fixed unit price basis.

B. For unit costs or quantities of units of work which are not predetermined, execute Work under a Construction Change Authorization.

C. Changes in Contract Sum or Contract Time will be computed as specified for Time and Material Change Order.

1.10 TIME AND MATERIAL CHANGE ORDER

A. Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract, with appropriate Contractor costs as determined according to Changes and Extra Work of the General Conditions.

B. Architect will determine the change allowable in Contract Sum and Contract Time as provided in the Contract Documents.

C. Maintain detailed records of work done on Time and Material basis.

D. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

Allowable Costs: The term Allowable Costs" means, and is limited to, the costs listed in this Paragraph 1.11 and that are not prohibited under Paragraph 1.12, below:

Labor: Straight-time wages and salaries, and overtime wages and salaries specifically authorized by District or College Project Manager in writing, for employees employed at the Site, or at fabrication sites off the Site, in the direct performance of the Extra Work or that would have been incurred in the direct performance of the Deleted Work, based on the actual cost for wages prevailing locally for each craft or type of the workers at the time the Extra Work is done or the Deleted Work is ordered eliminated. Labor costs for equipment operators and helpers involved in the performance of Extra Work shall be allowed only when such costs are not included in the invoice for equipment rental. The use of labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Contractor establishes the necessity for such additional costs. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by College Project Manager in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost.

Benefits: Net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits requited by the Project Labor Agreement (if applicable), Labor Compliance Program (if applicable) or lawful collective bargaining agreements for employees on straight-time wages or salaries, and on overtime wages and salaries specifically authorized by College Project Manager in writing, for employees employed at the Site, or at fabrication sites off the Site. Contractor shall reduce its standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for the pricing of Compensable Changes; however, the percentage will be subject to verification by audit at Final Completion and the amount of any Change Order or Unilateral Change Order shall be subject to adjustment if its determined that the actual labor burden percentage is less than the estimated percentage used. Contractor shall provide if requested by District as a condition of its right to payment, a breakdown of the calculation by Contractor and the Subcontractors of amounts charged for labor benefits and burden, which information may be used to establish billing rates for Compensable Changes.

Materials, Consumables: Costs of materials and consumable items furnished or incorporated into the Work. Except for costs that have been previously agreed to between District and a District Materials Vendor in a District Materials Contract that has been assigned to Contractor such costs for Extra Work shall be at the lowest price available to Contractor but in no event shall such costs exceed competitive costs obtainable from other subcontractors, suppliers, manufacturers and distributors in the general vicinity of the Site.

Taxes: Sales taxes on the costs of the materials and consumable items described in Subparagraph 1.11-C, above.

Tool, Equipment Rental: Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by District or College Project Manager, exclusive of hand tools. Regardless of ownership, such rental charges for Extra Work shall not exceed the lower of: (1) listed rates prevailing locally at equipment rental agencies or distributors at the time the Extra Work is performed; or (2) current U.S. Army Corp of Engineers scheduled charges for the area of the Project. Contractor shall attach a copy of the rate schedule to the daily reports and other documentation requited by Paragraph 1.10, above. No charge shall be allowed or credit requited for use of tools which have a replacement value of One Hundred Dollars ($100) or less. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to District than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to District. All equipment shall be acceptable to College Project Manager, in good working condition, and suitable for the purpose for which it is to be used. Manufacturers ratings and manufacturers approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Royalties, Permits: Additional or saved costs of royalties and permits.

Costs Not Allowed: Allowable Costs shall not include any of the following:

A. Superintendent(s);
B. Assistant superintendent(s);
C. Project engineer(s);
D. Project manager(s);
E. Scheduler(s);
F. Estimator(s);
G. Drafting or detailing;
H. Vehicles not dedicated solely to the performance of the Work;
I. Small tools with a replacement value not exceeding One Hundred Dollars ($100);
J. Office expenses, including staff, materials and supplies;
K. On-site and off-site trailer and storage rental and expenses;
L. Site fencing not added solely due to the performance of Extra Work;
M. Utilities, including gas, electric, sewer, water, telephone, fax and copier equipment;
N. Computer and data-processing personnel, equipment and software;
0. Federal, state or local business income and franchise taxes;
P. Costs (other than the liquidated damages for Compensable Delay permitted by the Construction Contract) arising from or related to Delay or acceleration to overcome delay, whether incurred by Contractor or the Subcontractors, of any Tier;

Allowable Markups: Allowable Markups consist of the percentages set forth in this paragraph that, except as otherwise stated in the Contract Documents, are to be applied to the Allowable Costs for purposes of computing permitted adjustments to the Contract Sum Payable. Allowable Markups are deemed to cover, without limitation, the following:
(1) direct and indirect overhead, consumables, small tools, cleanup and profit of Contractor, Change Order preparation, vehicle costs, general clean-up costs, negotiations/research costs, additional guarantees/warranty costs; (2) direct and indirect overhead, consumables, small tools, cleanup and profit of the Subcontractors, of every Tier; and (3) all costs that are not reimbursable to Contractor under Paragraph 1.12, above. Allowable Markups shall be computed and applied as follows:

Self-performed Work by Contractor:

Compensable Change: With respect to a Compensable Change performed by Contractor with its own forces, the Allowable Markup shall be based on one of the following schedules to the Allowable Costs that are added.

Schedule 1. Fifteen Percent (15%) combined overhead and Profit of the total allowable costs for the extra work to be performed. This scheduled shall apply to all changes totaling less than seven thousand five hundred dollars ($7500.00)

Schedule 2. Ten Percent (10%) combined overhead and profit of the total allowable costs for the extra work to be performed. This schedule shall apply to all changes totaling seven thousand five hundred dollars ($7500.00) but less than fifteen thousand dollars ($15,000.00).

Schedule 3. Five Percent (5%) combined overhead and profit of the total allowable costs for the extra work to be performed. This schedule shall apply to all charges totaling fifteen thousand dollars ($15,000.00) or more.

Deleted Work: Subject to further adjustment as provided in Article 9 of the General Conditions, with respect to Deleted Work involving Work to be performed by Contractor the District shall be entitled to a credit for Allowable Markup of five percent (5%) of the Allowable Costs that are saved.

First-Tier Subcontractor Work:

Compensable Change: With respect to a Compensable Change performed by first-tier Subcontractors, the Allowable Markup shall be (a) an Allowable Markup to the first-tier Subcontractor of ten percent (10%) of (b) the Allowable Costs that are added for that portion of the Compensable Change performed by the first-Tier Subcontractor, plus (c) five percent (5%) on the sum of (a) and (b) as Allowable Markup to Contractor.

Deleted Work: Subject to further adjustment as in Article 9 of the General Conditions, with respect to Deleted Work involving Work to be performed by first-Tier Subcontractors District shall be entitled to a credit from the first-Tier Subcontractor of (a) five percent (5%) of the (b) Allowable Costs saved for the portion of the Deleted Work involving Work of the first-Tier Subcontractor, and (c) an additional credit from Contractor on the sum of (a) and (b) of five percent (5%).

Lower-Tier Subcontractors' Work:

Compensable Change: With respect to a Compensable Change performed by second and all lower-Tier Subcontractors, the Allowable Markup shall be (a) an Allowable Markup to the lower-Tier Subcontractors of ten percent (10%) of the (b) cumulative Allowable Costs that are added for that portion of the Compensable Change performed by all lower-Tier Subcontractors, plus (c) an additional Allowable Markup on the sum of (a) and (b) of five percent (5%) for the first-Tier Subcontractor, plus (d) five percent (5%) on the sum of (a), (b) and (c) as Allowable Markup to Contractor. Under no circumstances shall the total, cumulative markup applied by all Subcontractors, of every Tier, exceed twenty percent (20%) for all Tiers.

Deleted Work: Subject to further adjustment as in Article 9 of the General Conditions, with respect to Deleted Work involving Work to be performed by second and any lower-tier Subcontractors, the District shall be entitled to a cumulative credit from the lower-tier Subcontractors of (a) five percent (5%) of the (b) Allowable Costs for portion of the Deleted Work involving the Work of such lower-Tier Subcontractors, and (c) an additional credit from the first-Tier Subcontractor on the sum of (a) and (b) of five percent (5%), and (d) an additional credit from Contractor on the sum of (a), (b) and (c) of five percent (5%).

Review of Markups: It is Contractor's responsibility to review information submitted by Subcontractors to ensure that all markups by Subcontractors, of every Tier, comply with the requirements of the Contract Documents. Payment by District of markups that exceed Allowable Markups shall not be considered as a waiver by District of the right to repayment by Contractor of any markup charged that is in excess of Allowable Markups.

No Markup Allowed: Notwithstanding and without limitation to anything else stated in the Contract Documents, Contractor shall not be entitled to an Allowable Markup or any other amount or allowance as markup for overhead or profit on the following: (1) sums due to Contractor for Compensable Change that are based on agreed unit prices; (2) liquidated damages payable; to Contractor pursuant to Section 3.4 of the Construction Contract for Compensable Delay; or (3) other amounts with respect to which the Contract Documents provide that no additional Allowable Markup shall be paid. Markup for overhead or profit on Compensable Changes that are performed by a District Materials Vendor pursuant to a District Materials Contract that has been assigned to Contractor pursuant to Section 2.5, above, shall be only permitted to be charged by the District Materials Vendor if, and if so only to the extent that, such markup is permitted under the terms of the District Materials Contract.

Net Allowable Costs: If any one Change or collection of Changes in the same or related portions of the Work or for Work covered by a single bulletin or instruction by District, College Project Manager or Design Consultant involves both additive adjustments and deductive adjustments, then the computation of amounts added or credited for Allowable Markups shall be based on the net difference between the additive items for which additional Allowable Markups is permitted and deductive items for which credits for Allowable Markups is required.

Unit Prices: Unless otherwise stated in the Contract Documents, unit prices stated in the contract Documents or subsequently agreed upon by District and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the

Contract Documents is based on an estimated quantity established by District in the Construction Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Sum Payable shall be made upon demand of either District or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

Discounts: For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to District, and Contractor shall make provisions so that such discounts, rebates, refunds, and returns are secured.

Prompt Pricing: It is fundamental to the District's objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-exceed price be limited to circumstances where it is impractical, without causing Delay to the Work, for Contractor to obtain competitive fixed or not-to-exceed prices pursuant to the regular pricing processes provided for by the Contract Documents. Contractor recognizes that prompt pricing by Contractor is critical to this objective. Accordingly, without limitation to any of District's other rights or remedies, it is agreed that if Contractor fails to timely submit a complete Change Order Request in accordance with Paragraph 1.06, above, with respect to any circumstance, event or occurrence constituting a Compensable Change that: (1) any resulting Delay to the performance of the Work (including, without limitation, the Compensable Change) shall be conclusively deemed to be an Unexcused Delay; (2) District shall have the option, exercised in its sole discretion, in lieu of exercising its rights under Paragraph 1.06, above, to unilaterally fix the amount of the adjustment to the Contract Sum Payable for such Compensable Change based on the "estimating guide" method set forth in Subparagraph 9.4.1.2 of the General Conditions, and (3) such unilateral adjustment by District shall be final and binding upon Contractor for purpose of determining the amount of the adjustment to the Contract Sum Payable on account of such Compensable Change, without any further right or recourse on the part of Contractor for any additional compensation or adjustment to the Contract Sum Payable.

Final Payment: No Claim by Contractor for adjustment to the Contract Sum Payable shall be allowed if asserted after Final Payment.

Full Resolution: Except as otherwise stated in Paragraph 1.20, below, the signing of a Change Order by Contractor and District shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay related to the subject matter of the Change Order including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, unabsorbed home office overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses.

Reserved Rights: Change Orders shall be executed by Contractor without any express or implied reservation of rights by Contractor to reserve for the future the assertion of any right of recovery from District for Loss or Delay arising out of or relating to the subject matter of the Change Order. Unless specifically stated otherwise in the Change Order, execution by District of a Change Order shall not be interpreted as a waiver, release or settlement of any

rights or claims that District may have for either: (1) Defective Work; (2) liquidated damages for Delay; or (3) recoupment by District (by way of withholding of funds, set off or recovery from Contractor) of amounts paid by District for costs or markups on costs that District determines, following payment of such amounts to Contractor, do not constitute reimbursable Allowable Costs or Allowable Markups under the terms of the Contract Documents.

No "Total Cost" Calculations. Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual Allowable Costs incurred or saved for multiple items of Compensable Change and, on an event-by-event basis, the effect of multiple Compensable Delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs for which reimbursement is permitted and that are associated with each individual Compensable Change or Compensable Delay. Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to establish Contractor's entitlement to additional compensation inferentially based, solely or principally, on the difference between Contractor's total costs for the Work or a portion of the Work and its original Bid.

Multiple Changes: District reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary and in its best interests. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Contractor to assert any claim for breach of contract, rescission, termination, cardinal change or reformation of the Construction Contract, nor shall such circumstances be the basis for Contractor or any Subcontractors, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

Continuous Performance: No dispute or disagreement with respect to any Changes or Delay, including, without limitation, disputes over Contractor's right to or the amount of any adjustment to the Contract Sum Payable or Contract Time, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

1.11 EXECUTION OF CHANGE ORDERS

A. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in this section. ·

B. Change orders require approval by the Office of the State Architect per California Code of Regulations, Title 21, Section 38 prior to execution of change orders. District may provide a procedure for execution of change orders prior to OSA approval, to facilitate · construction scheduling allowing Contractor to proceed.

ADDENDA AND CHANGE ORDERS

General: Work shall be executed in accordance with the approved plans addenda and change orders. Changes in the plans and specifications shall be made by addenda or change orders approved by the Office. [See Section 4-318(b)]

Addenda: Changes or alterations of the approved plans or specifications prior to letting a construction contract for the work involved shall be made by means of addenda which shall be submitted to and approved by the Office prior to distribution to contractors. Original copies of addenda shall be manually signed by the Architect or engineer in general responsible charge of preparation of the plans and specifications and by the Architect or registered engineer delegated responsibility for the portion affected by the addenda. [See Section 4-317(h)] One copy is required for the files of the Office.

Change Orders: Changes or alterations of the approved plans or specifications after a contract for the work has been let shall be made only by means of change orders submitted to and approved by the Office prior to commencement of the work shown thereon. Change orders shall state the reason for the change and the scope of work to be accomplished, and, where necessary, shall be accompanied by supplementary drawings referenced in the text of the change order. All change orders and supplementary drawings shall be manually signed by the Architect shall bear the approval of the school board and shall indicate the associated change in the project cost, if any. One copy of each change order is required for the files of the DSA Office.

Preliminary Change Orders: In order to expedite construction, preliminary change orders may be submitted to the Office. Preliminary change orders shall meet all the requirements necessary for a change order, with the exception of the approval of the school board and the associated change, if any, in costs. The preliminary change order does not require the stamp or seal, but does require the signature of the Architect or engineers. Work may proceed in accordance with the approved preliminary change order. An official change order shall be submitted to follow up on the preliminary change order as soon as possible.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

A Promptly revise schedule of values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

B. Promptly revise progress schedules to reflect any change in Contract Time, revise sub schedules to adjust time for other items of work affected by the change, and resubmit.

C. Promptly enter changes in Project Record Documents.

PROJECT COORDINATION

PART 1-GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and other Division1 Specification sections, apply to work of this section.

SUMMARY:

Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each Prime Contractor.

Minimum administrative and supervisory requirements necessary for coordination of work on the project to be fulfilled collectively by the Prime Contractors include but are not necessarily limited to the following:

Coordination and meetings
Administrative and supervisory personnel
Changes in the work
Limitations for use of site
Tradesmen and workmanship standards
Special reports
Inspection, Tests and Reports
General installation provisions
Cutting and patching
Cleaning and protection

These coordination requirements must be participated in by each Prime Contractor, where applicable, even though certain items for overall coordination purposes may be assigned to the Project Manager.

Refer to another Division 1 section for surveys and records reports.

Construction organization and start up:
Each Prime Contractor shall conform to the following:

Project Communications:

a) Submittals

b) Reports and Records

c) Recommendations

d) Coordination Drawing

e) Schedules

f) Resolutions of conflict

COORDINATION AND MEETINGS:

General: The Project Manager will prepare a written memorandum on required coordination activities, including such items as required notices, reports and attendance at meetings and distribute this memorandum to each entity performing work at the project site.

Each entity involved in the performance of work for entire project shall cooperate in the overall coordination of the work. Each entity, when requested, shall promptly furnish information for its portion of the work and shall respond promptly to the decisions and requests of personnel designated for coordination, supervisory, administrative, or similar functions.

Each trade installing concealed work, to which access must be available to the Owner after completion, shall furnish appropriate access doors and frames for installation by the Prime Contractor.

Similarly, the Prime Contractor shall furnish and install doors and frames giving access to elements of his work requiring the same. Locations must be suitable for access required, and acceptable to Architect. Access panels shall be compatible with construction in which they are installed, and installation shall be complete with required hardware, grounds, screeds, attachment devices and trim.

The Prime Contractor is responsible for coordination of structural, mechanical, and electrical elements prior to installation. Structural elements take precedence. All penetrations of structural elements must have approval of the Architect or Structural Engineer. Rerouting of ductwork, piping, or conduit around structural, mechanical or electrical elements is the responsibility of the mechanical or electrical subcontractors respectively and are not changes in the work and no claims for additional cost therefore will be valid.

Coordination Drawings: Prepare coordination drawings where work by separate entities requires fabrication off-site of products and materials, which must accurately interface. Coordination drawings shall indicate how work shown by separate shop drawings will interface and shall indicate installation sequence. Comply with all requirements of the “Submittals” section.

Where coordination drawings cover primarily the work of one prime contract, with only minor amounts of work by other Prime Contractors included, the Prime Contractor with the major amount of work shall prepare coordination drawings, as designated by the Project Manager.

Weekly Coordination Meetings: In addition to specific coordination meetings for each major element of work, and regular project meetings for other purposes (as indicated elsewhere in the contract documents), Project Manager will schedule and hold weekly general project coordination meetings at regularly scheduled times which are convenient for attendance by Prime Contractors and other entities then involved. Required attendance includes each Prime Contractor and every other entity identified by any Prime Contractor as being currently involved in coordination or planning for the work (of the entire project). Project Manager shall preside at each meeting, and shall record results of meetings and distribute copies to everyone in attendance and to others affected by decisions or 'actions resulting from each meeting. At the option of the Project Manager, progress Applications for Payment may be withheld due to the non-attendance and participation in Weekly Progress Meetings until such time as the Prime Contractor is in compliance with the paragraph labeled “**Weekly Coordination Meetings**".

At the option of the Project Manager, monthly coordination meetings may be held integrally with monthly progress meetings as specified in section "Schedules/Payments, Separate Prime Contracts".

ADMINISTRATIVE/SUPERVISORY PERSONNEL:

General: Each Prime Contractor shall provide specific coordinating personnel as reasonably required for interfacing work with other work of total project.

Submittal of Staff Names, Duties: Within 15 days of contract date, each Prime Contractor shall submit a listing of Prime Contractor's principal staff assignments and consultants, naming persons and listing their addresses and telephone numbers.

LIMITATIONS ON USE OF THE SITE:

General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and by other contract documents. In addition to these limitations and requirements, the Project Manager shall administer allocation of available space equitably among the separate Prime Contractors and other entities needing access and space, so as to produce the best overall efficiency in performance of the total work of the project. Each Prime Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

TRADESMEN AND WORKMANSHIP STANDARDS:

General: Each Prime Contractor shall instigate and maintain procedures to ensure that tradesmen performing work at site are skilled and knowledgeable in methods and craftsmanship needed to produce required quality levels for workmanship in completed work. Remove and replace work which does not comply with workmanship standards as specified and as recognized in the construction industry for applications indicated. Remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.

Availability of Tradesmen: At each progress or coordination meeting, each Prime Contractor shall review the availability of tradesmen and projected needs to accomplish work as scheduled. Require each entity employing tradesmen to report on current and pending trade union actions and jurisdictional matters, which might affect progress of work. Where possible, dispute or delay as identified, consider alternatives and take actions to avoid disputes and delays.

SPECIAL REPORTS:

Reporting Accidents: Each Prime Contractor shall prepare and submit reports of significant accidents at site and anywhere else work is in progress. Record and document data and actions. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

INSPECTIONS, TESTS AND REPORTS:

General: Required inspection and testing services are intended to assist in determination of probable compliance's of the work with requirements, but do not relieve any Prime Contractor of responsibility for those compliance's, or for general fulfillment of requirements of contract documents. Specified inspections and tests are not intended to limit any Prime Contractor's quality control program. Afford reasonable access to agencies performing tests and inspections. Comply with all requirements of the "Quality Control" section.

Owner's Tests: Where tests or inspections are indicated as Owners responsibility, Owner will engage independent testing agency to perform required services. Notice of Readiness: In accordance with the General Conditions, each Prime Contractor will give timely notice to the Owner, the Architect, the Engineers, and the Project Manager of the readiness of any part of the work for required tests and inspections.

PART 2 -PRODUCTS (Not Applicable).

PART 3 -EXECUTION

GENERAL INSTALLATION PROVISIONS:

Pre-Installation Conferences: Well in advance of installation of every major unit of work which requires coordination and interfacing with other work, each Prime Contractor involved shall meet at project site with installers and representatives of manufacturers and fabricators who are involved in or affected by unit of work, and in its coordination or integration with other work which has preceded or will follow. The Project Manager will set the dates and times for such conferences in consultation with the involved parties. At each meeting, review progress of other work and preparations for particular work under consideration, including requirements of contract documents, options, related change orders, purchases, deliveries, shop drawings, product data, quality control samples, possible conflicts, compatibility problems, time schedules, weather limitations, temporary facilities, space and access limitations, structural limitations, governing regulations, safety, inspection and testing requirements, required performance results, recording requirements, and protection. Project Manager shall record significant discussions of each conference, and agreements and disagreements, along with final plan of action; and shall distribute record of meeting promptly to everyone concerned.

Installer's Inspection of Conditions: The Prime Contractor involved shall require the Installer of each major unit of work to inspect the substrate to receive the work and the conditions under which the work is to be performed. The Installer shall report all unsatisfactory conditions in writing to the Prime Contractor. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer[1]s applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the contract documents.

Inspect each item of materials or equipment immediately prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods for securing work properly. Secure work true to line and level, and within recognized tolerances. Allow expansion and building movement. Provide uniform joint width in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable visual-effect choices to the Architect for final decision.

Recheck measurements and dimensions of the work, as an integral step of starting each installation.

Install each unit of work during weather conditions and project status which will ensure the best possible results in coordination with the entire work. Isolate each unit of work from incompatible work as necessary to prevent deterioration.

Coordinate enclosure of the work with required inspections and tests, so as to minimize the necessity of uncovering work for that purpose.

Mounting Heights: Where mounting heights are not indicated, mount individual units of work as directed by the Architect. Refer questionable mounting height choices to the Architect for final decision.

Access Provisions: Each trade installing concealed work, to which access must be available to the Owner after completion, shall furnish and install appropriate access doors and frames for installation by the Prime Contractor for Finish Carpentry. Locations must be suitable for the access required, and accepted by Project Manager and Architect. Access panels shall be compatible with the construction in which they are installed, and installation shall be complete with required hardware, grounds, screeds, attachment devices and trim.

Coordination Guidelines: Structural elements take precedence. All penetrations of structural members must have approval of the Structural Engineer. Routing of ductwork, piping, or conduit around structural, mechanical or electrical elements is the responsibility of the respective Prime Contractors or their subcontractors. This responsibility is a part of the work and no claims arising from failure to coordinate the work will be accepted.

CUITING AND PATCHING:

General: Do not cut-and-patch structural work in a manner resulting in reduction of load carrying capacity or load/deflection ratio; submit proposed cutting and patching to Architect or Structural Engineer for structural approval before proceeding. Do not cut-and-patch operational elements and safety-related components in a manner resulting in reduction of capacities to perform in a manner intended or resulting in decreased operational life, increased maintenance, or decreased safety. Do not cut-and-patch work which is exposed on exterior or exposed in occupied spaces of building, in a manner resulting in reduction of visual qualities or resulting in substantial evidence of cut-and-patch work, both as judged solely by Architect. Remove and replace work judged by Architect to be cut-and-patched in a visually unsatisfactory manner.

Engage original Fabricator/Installer to perform cutting-and-patching of structural work, operational/safety-related components, and visually-exposed work; or, if not available, engage

only recognized experts; employ only proven methods.

Materials: Except as otherwise indicated or accepted by Architect or Engineer, provide materials for cutting-and-patching which will result in equal-or-better work than work being cut-and-patched, in terms of performance characteristics and including visual effect where applicable. Use materials identical with original materials where feasible and where recognized that satisfactory results can be produced thereby.

Temporary Support and Protection: Provide adequate temporary support for work to be cut, to prevent failure. Do not endanger other work. Provide adequate protection of other work during cutting-and-patching, to prevent damage; and provide protection of the work from adverse weather exposure.

Cut work by methods least likely to damage work to be retained and work adjoining.

Where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings completely through concrete work. Comply with the requirements of applicable sections of Division 2 where cutting-and patching requires excavating and backfilling.

Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

Where feasible, inspect and test patched areas to demonstrate integrity of work.

Restore exposed finishes of patched areas; and, where necessary extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.

Where patch occurs in a smooth unpainted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.

CLEANING AND PROTECTION:

General: During handling and installation of work at the project site, each Prime Contractor shall clean and protect work in progress and adjoining work in the basis of continuous maintenance. Apply protective covering on installed work where it is required to ensure freedom from damage or deterioration at the time of substantial completion.

Clean and perform maintenance on installed work as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposure of Work: To the extent possible through reasonable control and protection methods, each Prime Contractor shall supervise performance of the work in such a manner and by such means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Such exposure includes, where applicable, but not by way of limitation the following:

Excessive static or dynamic loading; Excessive internal or external pressures; Excessively high or *low* temperatures; Thermal shock; Excessively high or low humidity; Air contamination or pollution; Water or ice; Solvents; Chemicals; Light; Radiation; Puncture; Abrasion; Heavy traffic; Soiling; Bacteria; Insect infestation; Combustion; Electrical current; High speed operation; improper lubrication; unusual wear or other misuse; Incompatible interface; Destructive testing; Misalignment; Excessive weathering; Unprotected storage; Improper shipping or handling; Theft; and Vandalism.

CUTTING AND PATCHING

PART 1 -GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and other Division1 Specification sections, apply to work of this section.

SUMMARY:

This Section specifies administrative and procedural requirements for cutting and patching.

Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each prime Contractor.

Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

Requirements of this Section apply to mechanical and electrical installations. Refer to Division-15 and Division-16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

SUBMITTALS:

Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and. patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:

Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.

Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.

List products to be used and firms or entities that will perform Work.

Indicate dates when cutting and patching is to be performed.

List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.

Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.

Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

QUALITY ASSURANCE:

Requirements for Structural Work: Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:

Foundation construction.
Structural concrete.
Miscellaneous structural metals.
Exterior curtain wall construction.
Equipment supports.
Piping, ductwork, vessels and equipment.
Structural systems of special construction in Division-13.

Operational and Safety Limitations: Do not cut and patch operational elements or safety related components in a manner that would result in a reduction of their capacity to perform in the manner intended, or increased maintenance, or decreased operational life or safety.

Visual Requirements: Do not cut and patch construction exposed on the exterior or in its occupied spaces, in a manner that would, in the Architects' opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner. If possible retain the original installer or fabricator to cut and patch the exposed Work, or if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.

PART 2 -PRODUCTS

MATERIALS:

Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 -EXECUTION

INSPECTION:

Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical contractors. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PREPARATION:

Temporary Support: Provide temporary support of Work to be cut.

Protection: Protect existing construction during cutting and patching to prevent damage. Pro-vide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

Take precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but schedule to be removed or relocated until provisions have been made to bypass **them.**

PERFORMANCE:

General: Employ skilled workmen to perform cutting and patching work. Proceed with cutting and patching at the earliest feasible time and complete without delay.

Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.

In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

Cut through concrete using a cutting machine such as a carborundum saw or diamond core chill.

Comply with requirements of applicable Sections of Division-2 where cutting and patching requires excavating and backfilling.

By-pass utility services such as pipe and conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

Where removal of walls or partitions extends one finished area into another patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch, after the patched area has received primer and second coat.

CLEANING:

Thoroughly clean areas where cutting and patching is performed or used as access. Remove completely point, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

SECTION 01050

FIELD ENGINEERING

1. PART 1- GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General Conditions and other Division-1 Specification Sections, apply to this Section.

1.02 GENERAL

A. Contractor shall provide and pay for field engineering services required for the project.

1. Survey work required in execution of the project

2. Civil, structural or other professional engineering services specified, or required to execute contractor's construction methods.

B. Identify existing control points and property line corner stakes indicated on the drawings, as required

1.03 QUALIFICATIONS OF SURVEYOR ENGINEER

A. Qualified professional engineer or registered land surveyor.. '

1.04 SURVEY REFERENCE POINT

A. The Project Manager will establish two (2) base lines and two (2) reference benchmarks, which shall be protected and maintained by each Prime Contractor. Prime Contractor shall furnish line and grade from these established control points.

1. It shall be the responsibility of each Prime Contractor using this control to verify that the base lines and benchmarks are undisturbed and true prior to establishing its control.

2. Should the Prime Contractor, during the course of work, disturb, damage and/ or destroy the controls provided above, the Prime Contractor shall be responsible for replacing the controls at no additional cost to the Owner.

3. Should damage to the base control points occur, it shall be the responsibility of the Prime Contractor to notify the Project Manager immediately that damage has occurred.

B. Survey Procedures: Before proceeding with the layout of actual work, each Prime Contractor shall verify the layout information shown on the drawings, in relation to the property survey and existing bench marks. Each Prime Contractor shall record deviations, which are accepted, not corrected, on record drawings.

1. Locate and protect existing control points designated on drawings, prior to starting work; preserve all permanent reference points during construction.

a. Do not change or relocate without prior written notice to the Architect or Construction Manager.

b. Report to Construction Manager when any reference point is lost or destroyed, or requires relocation.

c. Require surveyor to replace project control points which may be lost or destroyed.

1.05 PROJECT SURVEY REQUIREMENTS

A. Establish lines and levels locate and layout, by instrumentation and similar appropriate means:

1. Stakes by grading and topsoil placement.
2. Utility slopes and invert elevations.
3. Batter boards lot structures
4. Building foundation, column locations and floor levels.
5. Controlling lines and levels required for the mechanical and electrical trades.

1.06 RECORDS

A. Submit name and address of surveyor and professional engineer to the Architect and Construction Manager.

B. On request of the Architect, submit documentation to verify accuracy of field engineering work.

C. Submit certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance, or nonconformance with the contract documents.

END OF SECTION - 01050

SECTION 01090

DEFINITIONS AND STANDARDS

PART 1- GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and other Division-1 Specification sections, apply to this section.

SUMMARY:

This Section specifies administrative requirements for compliance with governing regulations, codes and standards.

Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each Prime Contractor.
Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with regulations, codes and standards. Refer to General and Supplementary Conditions for requirements for compliance with governing regulations.

DEFINITIONS:

General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

Indicated refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by the Project Manager/Architect", "requested by the Project Manager/Architect", and similar phrases. However, no implied meaning shall be interpreted to extend' the Project Manager's or Engineer's responsibility into the Prime Contractor's area of construction supervision.

Approve: The term "approved," where used in conjunction with the Architect's action on the Prime Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the Project Manager/ Architect stated in General and supplementary Conditions. Such approval shall not release the Prime Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."

Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

Installer: An "installer" is an entity engaged by the Prime Contractor, either as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar required operations. Installers are required to be experienced in the operations they are engaged to perform.

Project Site is the space available to the Prime Contractor for performance of the Work, either exclusively or in conjunction with others performing other construction as part of the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.

Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on, and, if required, to interpret results of those inspections or tests.

Project Inspector shall mean any individual duly approved by the enforcement agency as the on-site inspector for a particular project. The project inspector shall be hired by and paid by the owner and he/she shall act as the agent of the owner at the project site under the general direction of the architect or registered engineer in general responsible charge and under the supervision of the enforcement agency. The project inspector shall be independent of the Prime Contractor. The project inspector shall be responsible for inspecting all work included in the contract. A special inspector shall be responsible only for inspecting the work for which he/ she is approved.

Project Manual: The project manual is the volume(s) that includes the bidding requirements, sample forms and all of the contract documents such as conditions of the contract and the specifications.

Plans: The reproductions of the official drawings adopted and approved by the Owner showing location, character, dimension and details of the work.

Specifications: The printed instructions and requirements which complement the plans as to the methods and manner of performing the work or to the quantities and qualities of the materials to be furnished.

Refer: Used to indicate that the subject is defined or specified in further detail at another location in the contract documents, or elsewhere as indicated. Except as otherwise noted, "refer" does not imply that the Prime Contractor must purchase or subcontract the subject work in any special manner.

Work: Work of the Prime Contractor or subcontractor includes labor, materials, and all equipment, plant and tools necessary for construction.

Required: Means as required by Project Manual or Contract Documents.

Related work in other sections: is a non-restricting term used throughout the specifications to coordinate the work and facilitate checking and bidding.

Equivalent to: means equal or superior in function and quality and acceptable to the Architect.

Or Equal: "Where named products in specification text are accompanied by the term "or equal", or other language of similar effect, comply with those contract document provisions concerning II substitutions II for obtaining. Architect's review and consideration.

Per: shall mean in accordance with.

Overlapping and Conflicting Requirements: "Where compliance with 2 or more industry

standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into the contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect/Engineer for a decision before proceeding.

SPECIFICATION FORMAT AND CONTENT EXPLANATION:

This article is provided to help the user of these Specifications understand the format, language, implied requirements and similar conventions. None of the explanations shall be interpreted to modify the substance of contract requirements.

Specification Format: These specifications are organized into Divisions/ or Sections based on the Construction Specifications Institute's 16-Division format and numbering system. This organization conforms generally to recognized construction industry practice.

Specification Content: This Specification has been produced employing conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:

Language used in Specifications and other Contract Documents is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
Imperative Language is used generally in the Specifications. Requirements expressed imperatively are to be performed by the Prime Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities which must be fulfilled indirectly by the Prime Contractor, or by others when so noted.

Assignment of Specialists: The Specification requires that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and the assignments are requirements over which the Prime Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Prime Contractor.

This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter". It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

DRAWING SYMBOLS:

Abbreviations and Symbols: See end of Section for Abbreviations and Symbols listing.

Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.

Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by more specific symbols as recommended by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect for clarification before proceeding.

INDUSTRY STANDARDS:

Applicability of Standards: Except where Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Such standards are made a part of the Contract Documents by reference. Individual Sections indicate which codes and standards the Prime Contractor must keep available at the Project Site for reference.

Referenced standards take precedence over standards that are not referenced but recognized in the construction industry as applicable.
Unreferenced Standards: Except as otherwise limited by the Contract Documents, standards not referenced but recognized in the industry as applicability will be enforced for performance of the Work. The Engineer will decide whether a code or standard is applicable, or which of several are applicable.

Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.

Updated Standards: At the request of the Engineer, Prime Contractor or authority having jurisdiction, submit a Change Order proposal where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of the Work affected. The Architect will decide whether to issue a Change Order to proceed with the updated standard.

Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.

Minimum Quantities or Quality Levels: In every instance the quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. , In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for decision before proceeding.

Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are needed for proper performance of a required construction activity, the Prime Contractor shall obtain copies directly from the publication source. Although copies of standards needed for enforcement of requirements may be part of required submittals, the Architect reserves the right to require the Prime Contractor to submit additional copies as necessary for enforcement of requirements.

Abbreviations and Names: Where acronyms or abbreviations are used in specifications or other Contract Documents they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority or other entity applicable to contest of text provision. Refer to "Encyclopedia of Associations", published by Gale Research Company available in large libraries.

APPLICABLE LAWS AND REGULATIONS:

STATUTES

Education Code Section 17280 (Field Act - Kindergarten through 12th Grade)
Education Code Section 81130 (Field Act - Community Colleges)

LIST OF CALIFORNIA BUILDING STANDARDS CODE (TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR) :
APPLICABLE CODES AS OF OCTOBER 1, 2005.

2001 Building Standards Administrative Code, (Part I, Title 24 CCR)

2001 California Building Code (CBC, Volumes 1, 2 and 3 (Part 2, Title 24 CCR)
(1198 Edition Uniform Building Code (UBC with 2001 California Amendments)
2004 California Electrical Code (CEX, (Part 3, Title 24 CCR)

2001 California Mechanical Code (CMC, (Part 4, Title 24 CCR)

(20. 00 Edition IAPMO Uniform Mechanical Code with 20,01 California Amendments)

2001 California Plumbing Code (CPC), (part 5 Title 24 CCR)
(2000 Edition IAPMO Uniform Plumbing Code with 2001 California Amendments)

2005 California Energy Code, (Part 6 Title 24CCR)

2001 California Elevator Safety Construction Code (Part 7, Title 24 CCR)

2001 California Fire Code, (Part 9, Title 24 CCR)

2001 California Referenced Standards, (Part 12, Title 24 CCR)

1990 Title 19 CCR, Public Safety, State Fire Marshal Regulations

Underwriters Laboratory, Inc.
Applicable State Standards

NFPA 13, Automatic Sprinkler Systems (CA Amended), 1999 Edition

NFPA 14, Standpipe, Private Hydrant and Hose Systems (1999 Edition)

NFPA 24, Private Fire Service Mains and their Appurtenances (1995 Edition)

NFPA 72, National Fire Alarm Code (CA Amended) 1999 Edition
(Note See UL Standard 1971 for "Visual Devices")

Reference Code Section for NFPA StandardsOCBC (SFM) 3504.1

ASME A18.1-1999 for Section 7-3094 Part 7, CCR. Title 24

APPLICABLE FEDERAL'CODES AND STANDARDS

Americans with Disabilities Act (ADA), Title II or Title III

For Title II, Uniform Federal Accessibility Standards (UFAS) or Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)

For Title III, ADA Standards for Accessible Design

MANUFACTURER SPECIFCATIONS

All work shall conform to Title 24, California Code of Regulations (CCR)

Changes to the approved drawings and Specifications shall be made by Addenda or a Change Order Approved by the Office of The State Architect, as required by Section 4-388, Part I, Title 24 CCR.

A Project Inspector employed by the District (Owner) and Approved by The Office of the State Architect shall provide continuous inspection of the work. Duties of the Inspector are defined in Section 4-342, Part I, Title 24 CCR.

CONFORMANCE TO CODES AND STANDARDS:

Nothing in these plans or specifications is to be construed to permit work not conforming to these codes and standards. The requirements of the above mentioned codes and standards take precedence over the Contract Documents.

If the Prime Contractor or any subcontractor or bidder notices any conflict between the above mentioned codes and standards and the Contract Documents, he shall immediately notify the Architect who will resolve the conflict by addendum.

SUBMITTALS:

Permits, Licenses, and Certificates: For the Owner's records, submit copies of licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION - 01090

PROJECT MEETINGS

PART 1 -GENERAL

RELATED DOCUMENTS

Drawings and general provisions of Contract including General Conditions and Division 1 Specification sections apply to work of this section.

SUMMARY

This Section specifies administrative and procedural requirements for project meetings including but not limited to:

Pre-Construction Conference.
Pre-Installation Conferences.
Coordination Meetings. Progress Meetings.

Construction schedules are specified in another Division-1 Section.

PRE-CONSTRUCTION CONFERENCE

Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments. Prime Contractor shall record and distribute meeting notes to attendees to pertinent parties.

Project Manager shall prepare and record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

Attendees: The Owner, Architect, the Project Manager and its superintendent, major Prime Contractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

Tentative construction schedule.
Critical Work sequencing.
Designation of responsible personnel.
Procedures for processing field decisions and Change Orders.
Procedures for processing Applications for Payment.
Distribution of Contract Documents.
Submittal of Shop Drawings, Product Data and Samples.
Preparation of record documents.
Use of the premises.
Office, Work and storage areas.
Equipment deliveries and priorities.
Safety procedures.
First aid.
Security.·

Housekeeping.
Working hours.

Project Manager shall record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.

PRE-INSTALLATION CONFERENCES

Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction and as indicated in individual sections of Technical Specifications. All pre-installation meetings shall be held at regularly scheduled coordination meetings. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting.

Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:

Contract Documents.
Options.
Related Change Orders.
Purchases Deliveries.
Shop Drawings, Product Data and quality control Samples.
Possible conflicts.
Compatibility problems.
Time schedules.
Weather limitations.
Manufacturer's recommendations.
Compatibility of materials.
Acceptability of substrates.
Temporary facilities.
Space and access limitations.
Governing regulations.
Safety.
Inspection and testing requirements.
Required performance results.
Recording requirements.
Protection.

Project Manager shall record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.
Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

COORDINATION MEETINGS

Conduct Project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.

> **Application for Payment will not be authorized by Architect ifthese meetings are not being held.**

As necessary, request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.

Project Manager shall record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PROGRESS MEETINGS

Conduct progress meetings at the Project site at regularly scheduled intervals. Arrange with the Owner and Architect the scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.

Attendees: In addition to representatives of the Owner and Architect, each Prime Contractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.

Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.

Project Manager's Construction Schedule: See General Conditions, Article 7.3.5.

Review the present and future needs of each entity present, including such items as:

Interface requirements.
Time. Sequences.
Deliveries.
Off-site fabrication problems.
Access. Site utilization.
Temporary facilities and services.
Hours of Work.
Hazards and risks.
Housekeeping.
Quality and Work standards.
Change Orders.
Documentation of information for payment requests.

Reporting: No later than 3 days after each progress meeting date, Project Manager shall distribute copies of minutes of the meeting to each party present and to other parties who should

have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

SECTION 01230
ALTERNATES

PART 1 -GENERAL

1.1 SECTION INCLUDES

A. Requirements and descriptions of alternate products and scopes of Work.

1.2 RELATED SECTIONS

A. Refer to Sections indicated in Alternate descriptions and as may be determined to be related to Work affected by alternate products and scope descriptions.

1.3 ALTERNATES DEFINED

A. Alternates are defined as alternate products, materials, equipment, systems, methods or major elements of construction, which may, at District's option and under terms established in the Agreement, be selected for the Work instead of the corresponding requirements of the Contract Documents.

1.4 GENERAL REQUIREMENTS FOR ALTERNATES

A. To enable District to compare total costs where alternate materials and methods might be used, Alternates described in this Section have been established.

B. Contract Sum included in Base Bid and as stated in executed Agreement shall include all costs for Work described in Contract Documents.

C. Contract Sum shall include all necessary provisions for Work described in Alternates, whether or not Alternates are accepted.

D. Bid Form or other means prescribed for submission of proposed cost of Work shall include line items for each Alternate described in this Section. No Alternates other than as described in this Section shall be submitted, except as otherwise provided in Section 01600 -Product Requirements for product options and substitutions.

E. Each Alternate is identified herein by number. This identification shall be used whenever referring to Work described in Alternate and when submitting cost proposals and payment requests.

F. Changes described in Alternates shall be incorporated into Work only when such Alternate is made a part of the Work by specific provision in the Owner-Contractor Agreement, if selected by District prior to execution of the Agreement, or by Change Order if selected subsequent to execution of Agreement.

G. Costs for Alternates shall be valid for no less than sixty (60) days from date of Agreement and District may select to any or all Alternates during that time. Once an Alternate is selected and the Contract modified to Work as described in the

Alternate, changes to return to original scope of Work will be made only by Change Order in accordance with provisions of the General Conditions for changes.

1.5 PRODUCTS AND EXECUTION

A. If District elects to proceed on the basis of one or more of the described Alternates, Contractor shall make all modifications to Work as required to provide products complete, in place and fully functional, including all labor, equipment, services and incidental consumables necessary to apply, install and finish Work described in Alternate in accordance with requirements specified in related Sections of these Specifications.

B. Installation of Alternates shall not be started until details, plans or structural calculations have been accepted and signed by the Architect, Structural Engineer when applicable, and approved by DSA.

C. Cost for Alternates shall be complete and include all net increases and decreases in Contract Sum for Work described in Alternate and for all changes in related Work. No claims for additional costs to District will be honored other than as stated in cost proposal for each Alternate.

1.6 ALTERNATES

A. ADD Alternate 1 (Category 31 Contractor) – At the existing tennis court fencing, provide and install all new 1 ¾" fabric at the South, West and Cross fence elevations. Remove and dispose of the existing fence fabric.

B. ADD Alternate 2 (Category 31 Contractor) – At the existing tennis court fencing, provide and install a 1.66 inch diameter mid rail brace at ALL fence elevations (South, West, East and Cross) along with the proper mounting hardware as necessary for a complete installation.

C. ADD Alternate 3 (Category 31 Contractor) – At the existing tennis court fencing, provide and install a 1.66 inch diameter new top rail at ALL fence elevations (South, West, East and Cross) along with all required hardware as necessary for a complete installation so as the top rail terminates between the line posts rather than the existing condition where the top rail is attached thru post cap loops, remove and dispose of the existing top rail. Replace post caps with flush post caps.

D. ADD Alternate 4 (Category 31 Contractor) – Provide and install new 10' high galvanized, 2" fabric 9 gage chain link enclosure. Corner, terminal and line posts shall be 2.875 inch OD type I or II steel pipe. Gate posts shall be 4.00 inch OD type I or II steel pipe. Provide bottom, mid and top rails of 1.66 inch diameter material. Footings shall be 12" diameter by 3'-6" deep. Provide (2) two sets of double gates at the south end, 10' opening and 16' opening. Gate construction shall be fully welded with 1.66 diameter material, provide horizontal and vertical members to ensure proper gate operation. Provide green privacy slats for concealment. Refer to specification for other information not noted.

E. ADD Alternate 5 (Category 31 Contractor) – Scarify 12" and Grade designated area for a level pad (all spoils generated shall be hauled offsite), re-compact sub-grade to

95%, form and place 3000 PSI 6” concrete slab with #4 rebar 18” on center each way for the trash enclosure as noted under Alternate #4 above.

F. ADD Alternate 6 (Category 31 Contractor) – Scarify 12” and Grade designated area for a level pad (all spoils generated shall be hauled offsite), re-compact sub-grade to 95%, form and place 3000 PSI 5” concrete slab with #4 rebar 18” on center each way for the maintenance yard access around the green waste trash container and the trash compactor.

PART 2 - PRODUCTS - (Not Applicable to this Section.)

PART 3 - EXECUTION - (Not Applicable to this Section.)

END OF SECTION

SECTION 01250

CONTRACTOR'S REQUEST FOR INFORMATION

PART 1- GENERAL

1.1 SUMMARY

A. Section includes general requirements for Contractor's Requests for Information (RFI).

1. Procedure for shop drawings, product data and samples submittals are specified in accordance with Section 01300.

2. Procedure for substitutions is specified in accordance Section _____.

1.2 CONTRACTOR'S REQUESTS FOR INFORMATION

A. Submit a Request for Information to the Construction Manager when:

1. An unforeseen condition or constructability question occurs.

2. Questions regarding information in the Contract Documents arise.

3. Information not found in the Contract Documents is required.

B. When possible, request such clarification either verbally or in writing at the next scheduled Project meeting.

1. When the RFI is answered at the Project meeting, number the RFI and enter the response into the meeting minutes.

2. When the urgency of the need, or the complexity of the item makes clarification at the next scheduled Project meeting impractical, prepare and submit a formal written RFI to the Construction Manager without delay.

C. RFI received directly from a subcontractor will be returned to the Contractor unprocessed.

1.3 SUBMITTALS

A. Submit RFIs within a reasonable time frame so as not to interfere with, or impede the progress of the Work.

1. Keep the number of RFIs to a minimum.

2. When the number and frequency of RFls submitted becomes unwieldy, the Construction Manager may require the Contractor to abandon the process and submit requests as either submittal, substitution or requests for change.

3. When an answer to an RFl has an effect on cost or time, notify the Construction Manager in accordance with the Contract Documents when the RFl is received. Notification shall occur prior to commencing such work, so that the change order process can be initiated.

4. When submitting an RFl, alert the Construction Manager, in writing, to the time available before the response will cause an impact to the Project.

B. When submitted in writing, submit the RFl in quadruplicate as follows:

1. Submit a legible written request (FAX is acceptable) on a standard CSl or AlA preprinted form or another form approved in advance by the Construction Manager. Include the following information:

a. Project name, as listed on the Contract Documents, Construction Manager's project number or other identifying number, if any.

b. Date.

c. Name, address, telephone and FAX numbers of the Contractor.

d. Number and title of affected Specification Section or Sections.

e. Drawing numbers and detail references, as appropriate.

f. Clear, concise explanation of information or clarification requested.

g. Blank, lined spaces for Construction Manager's written response.

C. Each page of each attachment to the RFl shall bear the RFl number in the lower right corner.

D. Number submitted RFI'S consecutively.

E. Sign and stamp all RFl forms. RFl from subcontractors or material suppliers shall be submitted through, and be reviewed by the Contractor prior to submittal to the Construction Manager.

F. Unanswered RFl will be returned with a stamp or notation "NOT REVIEWED".

G. Prepare and maintain an RFl log. Update on a weekly basis. Log RFl number, brief description of content or subject discussed, date submitted, and date answered. Keep log current and furnish copy when so requested by the Construction Manager.

H. Allow a minimum of 5 working days for review and response time; the response time will be Increased if more information is required, when the RFl is submitted out-of-sequence, or if in the opinion of the Construction Manager, more time is needed to answer the RFI.

1.4 QUALITY ASSURANCE

A. Carefully study the Contract Documents to assure that the requested information is not available therein.

1. RFI which requests information available in the Contract Documents may not be answered by the Construction Manager.

2. Before submitting RFI to the Construction Manager, verify that the information requested is not indicated in the Contract Documents, or cannot be determined from a careful review of same.

B. In all cases where a RFI is issued to request clarification of coordination issues, for example, pipe and duct routing, clearances, specific locations of work shown diagrammatically, and similar items, the Contractor shall -fully lay-out a suggested solution using drawings or sketches drawn to scale, and submit same with the RFI. RFI which fails to include a suggested solution will not be answered.

C. Do not use RFI for the following purpose:

1. To request approval of submittals.
2. To request approval of substitutions.
3. To request changes to the Contract Documents and to confirm action taken by the Contractor for requested changes/ substitutions to the Contract Documents.

D. If the Contractor believes that a clarification by the Construction Manager may result in a change in Contract price, the Contractor shall not proceed with the work indicated by the RFI until a Change Order or other acceptable tracking device is prepared and approved.

1. If the Contractor believes that a clarification by the Construction Manager results in additional cost, the Contractor shall identify in the RFI the basis of the Contractor's bid as it relates to the RFI.
2. Answered RFI shall not be construed as approval to perform extra work.

END OF SECTION - 01250

SECTION 01300

SUBMITTALS

PART 1- GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and other Division-1 Specification sections, apply to this section.

SUMMARY:

This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including:

Shop Drawings
Product Data
Samples

Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each Prime Contractor.

SUBMITTAL PROCEDURES:

Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

Coordinate each submittal with purchasing, testing, delivery, other submittals and related activities that require sequential activity.

Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

Listing: Refer to Supplementary Conditions to the General Conditions, Article 4 for specified time listing requirements for all shop drawings, product data and samples and to materials and equipment elsewhere in Division for product list schedule.

Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Project Manager will promptly advise the Prime Contractor when a submittal being processed must be delayed for coordination.

If an intermediate submittal is necessary, process the same as the initial submittal.

Allow two weeks for reprocessing each submittal.

No extension of Contract Time will be authorized because of failure to transmit submittals to the Project Manager sufficiently in advance of the Work to permit processing.

Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

Include the following information on the label for processing and recording action taken.

Project Name
Date
Name and address of Architect
Name and address of Prime Contractor
Name and address of subcontractor
Name and address of supplier
Name of manufacturer
Number and title of appropriate Specification Section
Drawing number and detail references, as appropriate

Provide 4" square spaces · for Architect's/Engineer's review stamp. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through Prime Contractor's office will be returned without being reviewed.

Prime Contractor's Review and Approval of Submittal: Each submittal upon which proper execution of the Work is dependent shall bear the Prime Contractor's review and approval stamp, dated and signed by the Prime Contractor in every case, certifying the Prime Contractor has (a) reviewed, checked, and approved the submittal and coordinated submittal contents with all requirements of the Work and the Contract Documents including related Work, (b) determined and verified measurements, quantities, field construction criteria, materials and equipment including catalog numbers and identifications, and similar data, or will do so, and (c) states that Work illustrated or described in the submittal is recommended by Prime Contractor and that the Prime Contractor's guarantee and warranty will fully apply thereto.

Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Prime Contractor to the Project Manager and to other destinations as indicated, by use of a transmittal form. Submittals received from sources other than the Prime Contractor will be returned to the sender "without action".

Transmittal Form: Prepare. a draft of a transmittal form and submit it to the Architect/Engineer for acceptance. Provide on the form places for the following information:

Project name
Date
To
From
Names of subcontractor, manufacturer and supplier
References
Category and type of submittal
Submittal purpose and description

Submittal and transmittal distribution record
Signature of transmitter

Prime Contractor's certification stating that the information submitted complies with the requirements of the Contract Documents, with a place for the Prime Contractor's signature.

Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.

SHOP DRAWINGS:

Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

Shop Drawings include fabrication and installation drawings, setting diagrams, shop work manufacturing instructions, coordination drawings, contractors' engineering calculations, schedules, patterns, templates and similar drawings. Include the following information:

Dimensions
Identification of products and materials included
Compliance with specified standards
Notation of coordination requirements
Notation of dimensions established by field measurement

Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but not larger than 36" x 48".

Submittals: Submit one correctable translucent reproducible print and two blue or blackline prints for the Project Manager's and Architect's (or Engineer's) review; the reproducible print will be returned.

Provide seven (7) prints of all shop drawings that are not larger than 88' x 14". Four (4) may be retained and remainder will be returned.

Resubmittals: If required by the Architect's review, resubmit revised drawings in the same form and quantity as indicated at Paragraph above.

Reproduction: When shop drawings are acceptable, as indicated by the Architect's review, make blue or blackline prints from the reviewed reproducible and distribute as follows: 4 copies to Project Manager, 1 copy to be preserved as Record Product Data in accordance with Section 01700, the number of copies as required for Prime Contractor's own purposes and those of his subcontractors and suppliers.

PRODUCT DATA:

Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

Mark each copy to show applicable choices and options. . Where printed Product Data includes information on several products, some of which are not required, mark copies

to indicate the applicable information. Include the following information:

Manufacturer's printed recommendations
Compliance with recognized trade association standards
Compliance with recognized testing agency standards
Application of testing agency labels and seals
Notation of dimensions verified by field measurement
Notation of coordination requirements

Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

Submittals: Submit seven (7) copies of each required submittal; submit seven (7) copies where required for maintenance manuals. The Project Manager, Architect and Engineer will retain one each. The balance will be returned marked with action taken and corrections, and modifications required. Resubmit when so indicated by Architect's review.

Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.

Do not permit use of unmarked copies of Product Data in connection with construction.

SAMPLES:

Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's Sample. Include the following:

Generic description of the Sample
Sample source
Product name or name of manufacturer
Compliance with recognized standards
Availability and delivery time

Submit Samples for review of kind, color, pattern, and texture, for a final· check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed:

Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.

Preliminary Submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.

Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.

Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.

Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.

Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

Sample sets may be used to obtain final acceptance of the construction associated with each set.

Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.

Comply with submittal requirements to the fullest extent possible.
Process transmittal forms to provide a record of activity.

Miscellaneous Submittals:

Miscellaneous Submittals are work related submittals (non-administrative) including warranties, maintenance agreements, workmanship bonds, survey data and reports, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operations and maintenance materials, overrun stock, and similar work related information and materials not processed as shop drawings, product data or samples.

Inspection and Test Reports: Classify and process each as either “shop drawing” or “product Data”, depending upon whether report is uniquely prepared for project or a standard publication.

Warranties: Refer to “Products and Substitutions” section for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for Prime Contractor's use, furnish 2 executed copies, plus additional copies where required for maintenance manuals.

Standards: Where submittal of a copy of standards is indicated, submit a single copy for Architect's/Engineer's use. Where workmanship at project site and elsewhere is governed by standard, furnish additional copies to fabricators, installers and others involved in performance of the work.

ARCHITECT'S ACTION:

Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.

Compliance with specified characteristics is the Prime Contractor's responsibility.

Conditions of Review:

Architect's review is for general conformance with the design concept and contract documents.

Markings or comments shall not be construed as relieving the Prime Contractor from compliance with the project plans and specifications, nor departures therefrom. The Prime Contractor remains responsible for details and accuracy, for conforming and correlating all quantities and dimensions, for selecting fabrication processes for techniques of assembly, and for performing his work in a safe manner.

The Prime Contractor is responsible for coordinating his work with and between that of all Prime Contractors/Subcontractors and trades.

Absolutely no deviation from the Contract Documents will be permitted without written acknowledgment from the Prime Contractor to the Architect accompanying this submittal of all deviations contained in this submittal.

The Architect's review is not the final stage of acceptance for any part of the project, nor does it relieve the Prime Contractor of his Contract responsibilities.

Action Stamp: The Architect and Engineer will stamp each submittal to be returned with a review stamp with indications of the following conditions:

No Exceptions Taken: If this box is marked, the work covered by the submittal may proceed provided it complies with the requirements of the contract documents; acceptance of the work will depend upon that compliance.

Mark Corrections Noted: If this box is marked, the work covered by the submittal may proceed provided it complies 'with both the Architect's or Engineer's notations or corrections to the submittal and with the requirements of the contract documents; acceptance of the work will depend on that compliance.

Revise and Resubmit: If this box is marked, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal in accordance with the Architect's/Engineer's notations and resubmit without delay. Repeat if necessary.

Rejected: If this box is marked, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal or prepare a new submittal in accordance with the Architect's/Engineer's notations and resubmit without delay.

Remarks Attached: If this box is marked, the review has occasioned comments that have been attached to the submittal. Process these comments as if they had been written on the submittal itself.

SUBMITTALS FOR JOBSITE USE:

Those submittals to be provided for jobsite use do not require Architect's review.

Provide and distribute copies as indicated at paragraph above.

Closeout Submittals: Refer to "Project Closeout" sections for specific general requirements on submittal of closeout information, materials, tools, and similar items.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION - 01300

SECTION 01310

PROJECT CONSTRUCTION SCHEDULE

1. PART 1 GENERAL
   A. SUMMARY
      1. The work includes the preparation and submission of the sub-schedules and reports specified herein, including the up-to-date maintenance thereof as required by the CONSTRUCTION MANAGER. The Conditions of the Contract and the other sections of Division 1 apply to this section as fully as if repeated herein.

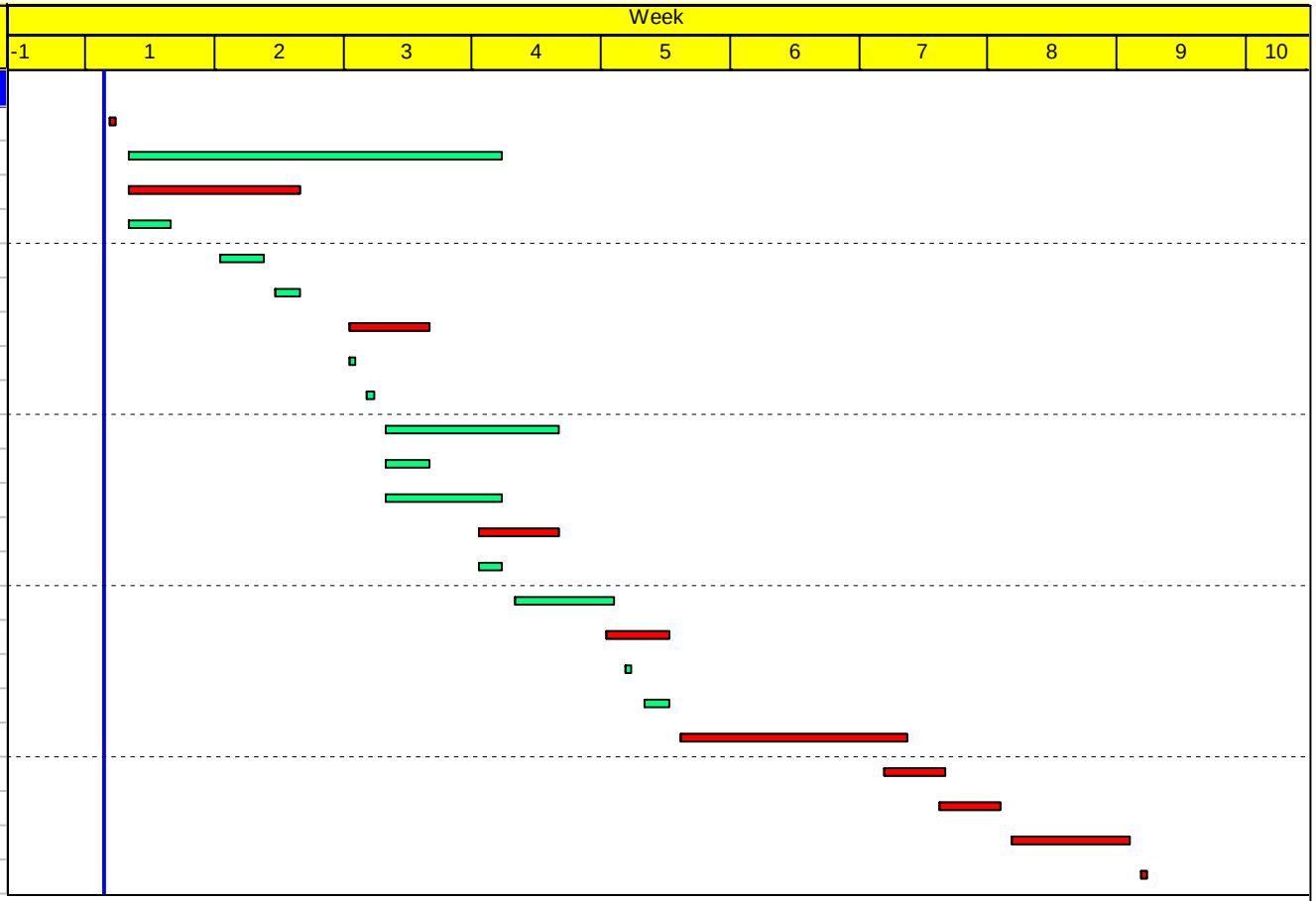
   B. CONSTRUCTION SCHEDULE
      1. The enclosed "PROJECT CONSTRUCTION SCHEDULE" is composed of tentative starting dates and fixed durations for each major activity of work on the project.
         a. Within 1 week of Contractor's receipt of District's Notice Of Award Letter, each Prime Contractor will be required to provide the following details to the CONSTRUCTION MANAGER:
         b. Proposed manpower loading of each scheduled field activity in order to properly complete same within the PROJECT CONSTRUCTION SCHEDULE'S fixed durations.
         c. Establish submittal lead times which will allow for the proper review time by the Architect without delaying the timely scheduled procurement of products, materials, and/or assemblies.
         d. Establish fabrication and/or procurement lead times which will maintain that no operation will be delayed from its scheduled starting date.
      2. The Superintendent for each contractor shall submit, to the CONSTRUCTION MANAGER'S Project Superintendent, a brief written report by 12:00 noon on EACH AND EVERY WORKING DAY in which contractor is performing work on the project site which identifies each of the following:
         a. Schedule activity or activities currently under construction that day and the number of mechanics assigned to work the full or majority of the day on same.
         b. Total number of mechanics on the project that day which will work the full day.
         c. Estimated 100% completion date of each activity or activities currently under construction that day.
         d. Specific problems, if any, with the actions and/or inactions of other contractors, the DISTRICT, CONSTRUCTION MANAGER, ARCHITECT, consulting engineers, or the contract documents which are preventing CONTRACTOR'S work from being properly completed per the schedule.
      3. CONTRACTOR must coordinate all work with all other contractors on the project through the CONSTRUCTION MANAGER'S Project Superintendent

in order to complete each activity of their work within the fixed durations assigned to same as shown on the "PROJECT CONSTRUCTION SCHEDULE".

4. Schedule start dates as shown on the PROJECT CONSTRUCTION SCHEDULE are referred to as "tentative" only to the affect that said dates will be continually adjusted either forward or backward by the CONSTRUCTION MANAGER as the project progresses. Upon receipt of 48 hours advanced notice by the CONSTRUCTION MANAGER to begin work on an activity, CONTRACTOR must properly man and perform the work of said activity and complete same within the noted number of consecutive working days or less assigned to said activity in the PROJECT CONSTRUCTION SCHEDULE.
5. CONTRACTOR is expected to continually monitor all phases of the project field construction progress in order to insure that CONTRACTOR'S work is properly implemented into the overall project improvements.
6. CONTRACTOR is expected to provide properly trained and skilled mechanics in adequate numbers and equipment needed and/or required in order to properly and efficiently complete all work activities per the schedule. Should CONSTRUCTION MANAGER have reason to believe at any time that CONTRACTOR is not providing an adequate workforce armed with the proper materials and/or equipment, CONSTRUCTION MANAGER shall give CONTRACTOR written notice of same. Activity Manpower loading submitted in item 1.B.1.b above shall in no way limit the responsibility of the CONTRACTOR to perform to the fixed duration requirements of the PROJECT CONSTRUCTION SCHEDULE.

END OF SECTION

Activity ID	Activity Name	Wrkg Days
Tennis Court Rehabilitation		
TC-00-00	Start Project	1
TC-30-01	Tennis court fencing	15
TC-17-01	Retaining wall prep & painting	8
ALT5-30-01	Grade & compact for trash enclosure	3
ALT4-30-01	Excavate & set fence posts trash encl	3
ALT5-30-02	Form & set rebar trash enclosure	2
TC-17-02	Paint college logo	5
ALT5-30-03	Pour trash enclosure concrete slab	1
ALT5-30-04	Strip forms & sawcut concrete & clean	1
TC-30-03	Fabricate & install gates	8
ALT4-30-02	Erect Chain Link Fence	3
ALT6-30-01	Grade & compact @ maintenacne yard	5
TC-30-02	Install windscreen & signage	5
ALT4-30-03	Install chain link gates & privacy slats	2
ALT6-30-02	Form & set rebar @ maintenance yard	4
TC-31-01	Tennis court clean & prep	4
ALT6-30-03	Pour maintenance yard concrete slab	1
ALT6-30-04	Strip forms & sawcut concrete and cle	2
TC-31-02	Tennis court surfacing	9
TC-31-03	Tennis court game lines	4
TC-00-01	Generate punch list	2
TC-00-02	Complete punch list	5
TC-00-03	Project complete	1



Actual Work
Remaining Work
Critical Remaining ...
% Complete

Antelope Valley College
Tennis Court Rehabilitation

Ledesma Meyer Construction Co. Inc.

Date	Revision	Checked	Approved

SCHEDULES/PAYMENTS

PART 1-GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of each prime Contract, including General Conditions and other Division-1 Specification sections, apply to work of this section.

SUMMARY:

Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each Prime Contractor.

This section specifies schedules and payments integral for the Project, including but not necessarily limited to the following:

Progress Schedules
Color Schedules
Submittal Schedules
Progress Meetings Reporting
Schedule of Values
Payment Requests

COORDINATION, GENERAL:

Each Prime Contractor shall provide close administrative and procedural coordination of scheduling with other Prime Contractors. Each Prime Contractor shall also be responsive to the overall coordination responsibilities assigned to the Project Manager. Each Prime Contractor shall coordinate both the provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Each Prime Contractor shall make appropriate distribution of each report and updated report to all other Prime Contractors involved in the work, Project Manager and Owner. In particular, provide close coordination of progress schedule, schedule of submittals & progress reports.

PRELIMINARY CONSTRUCTION SCHEDULES:

Incorporated into the Construction Documents, the Project Manager has provided a baseline construction schedule. Within five (5) days following execution of the Agreement, the Prime Contractors shall prepare and submit to Project Manager, individual preliminary construction schedules (General Conditions 7.3.1). Matching the Baseline Construction Schedule in bar-chart form showing its work, properly sequenced and coordinated with work of the Prime Contractors. Each schedule shall show completion of its work sufficiently in advance of date established for substantial completion of the entire work of the prime contracts. If schedule adjustments are necessary for proper sequencing and coordinating of the work, the Project Manager shall schedule a meeting with all Prime Contractors at the earliest possible date; at this meeting, each Prime Contractor shall negotiate reasonable adjustments to the schedule.

Based on preliminary construction schedules, any updating and feedback occurring during the project start-up, the Project Manager shall create the approved Construction Schedule for the entire work of the prime contracts. Within ten (10) days of receipt of multiple prime preliminary construction schedules, submit a multi-sheet, comprehensive, integrated, bar-chart type progress schedule indicating, by phase, a time bar for each major category or unit of work to be performed at site; include minor elements of the work which are, nevertheless, involved in overall sequencing of the work. Show the work of each prime contract on a separate sheet, and prepare a simplified summary sheet of the combined work of the prime contracts. Arrange the schedules to show graphically the major sequences of work necessary for the completion of related elements of work. Arrange the schedules to show how substantial completion is scheduled to allow for the Architects procedures for certification of substantial completion. Prepare and maintain the schedule on either a sheet of sufficient width (or else a series of sheets) to show the required data clearly for the entire Construction Time. Prepare schedule on sheets of stable transparency (or other reproducible material) to permit reproduction for the required distribution.

Arrange schedule with notations to show how the sequence of work is affected by requirements for phased completion, work by separate non-Prime Contractors, work by the Owner, repurchased materials, coordination with existing work, limitations of continued occupancies, non-interruptible services, partial occupancy prior to substantial completion, site restrictions, provisions for future work, seasonal variations, environmental control, and similar provisions of total project. refer to other sections of Division 1 and other contract documents for requirements.

Following the initial submittal to and response by the Architect, the Project Manager shall print and distribute progress schedules to the Owner, separate Prime Contractors, the principal sub-contractors and suppliers and others with a need-to-know schedule compliance requirement. Post copies in the temporary field office. When revisions are made, distribute updated issues to the same entities and post updated issues in the same locations. Delete entities from distribution when they have completed assigned work and are no longer involved in performance of scheduled work.

SUBMITIAL SCHEDULE:
Within five (5) days of the Agreement, the Prime Contractors shall prepare & submit to Project Manager complete schedule of work-related submittals. Correlate submittal schedule as required by the General Conditions, and with the listing of products[11] or the procurement schedule as specified in the Products and Substitutions sections and elsewhere in the contract documents.

PROGRESS MEETINGS, REPORTING:
General: In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, Project Manager shall schedule and hold a general progress meeting each month, with time coordinated with preparation of payment requests. Require each Prime Contractor and each entities involved in planning, coordination or performance of work to be properly represented at each meeting. Review each entities present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders, and documentation of information for payment requests.

Discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with integrated and updated approved construction schedule. Determine how behind-schedule work will be expedited, and secure commitments from each Prime Contractor and other major entities involved in doing so. Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time of each prime contract. Review everything of significance that could affect progress of the work.

Initial Progress Meeting: Schedule the initial progress meeting, recognized as the "Preconstruction Meeting", for a date not more than 15 days after commencement of the work. Conduct this meeting as an organizational meeting, and review responsibilities and personnel assignments.

Reporting: Within 3 days after each progress meeting date, Project Manager shall distribute copies of minutes-of-the-meeting to each entity present and to others who should have been present. Include a brief summary (in narrative form) of progress of the work since previous meeting and report.

Daily Reports: The Project Manager and Inspector (as owner's representative) shall each prepare a daily report, recording the following information concerning events at the site. Duplicate copies of the Inspectors Daily Reports shall be available for the Architect's (or engineer) review when requested.

List of Prime Contractors at the site.
List of subcontractors at the site.
Approximate total count of personnel at the site.
High/low temperatures, general weather conditions.
Accidents (refer to accident reports).
Meetings and significant decisions.
Unusual events (refer to special reports).
Stoppages, delays, shortages, losses.
Emergency procedures, field orders.
Orders/requests by governing authorities.
Change orders received, implemented.
Services connected, disconnected.
Equipment or system tests and start-ups.
Partial completions.
Substantial completions authorized.

Notice of Labor Disputes: Whenever an actual or potential labor-dispute is delaying or threatens to delay the performance of the work, the Prime Contractor shall immediately notify the Architect, orally, and confirm in writing. Such notice shall include all relevant information concerning the dispute and its background.

SCHEDULE OF VALUES:

General: Each Prime Contractor shall prepare a schedule of values/cost breakdown, as required by the General Conditions. Provide breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Breakdown principal subcontract amounts into several line items. Round off to the nearest whole dollar, but with the total equal to the Contract Sum.

Sub-Schedules: Where work is separated into phases which require separately phased payments to Prime Contractor, provide sub-schedules showing values correlated with each phase of payment.

Material/Fabrication Values: For each unit of work where payment requests will be made on account of materials or equipment purchased, fabricated OR delivered but not yet installed, show "initial value" for payment request and "value added" for subsequent stage or stages of completion on that unit of work.

Time Coordination: In coordination of initial submittals and other administrative “startup” activities, submit the schedule of values to the Project Manager at the earliest feasible date, but in no case later than 7 days before the initial payment period for the project.

Listing: Arrange the schedule with columns to indicate the generic name of item, related specification sections, the subcontractor, the supplier/manufacturer/fabricator, change orders (numbers) which have affected the value, the dollar value of the item, and the percentage of the Contract Sum to nearest one-hundredth percent and adjusted to total 100 percent.

Margins of Cost: Show line items of indirect costs, and margins on actual costs, only to the extent such items will be individually listed in payment requests. In general, each item in the schedule of values and in payment requests shall be established to be complete with its total expenses and proportionate share of general overhead and profit margin. Except as otherwise indicated, those major cost items that are not directly the cost of actual work-in-place, such as distinct temporary facilities, may be either shown as line items in schedule of values or may be distributed as general overhead expense, at each Prime Contractor's option.

Schedule Updating: Update and resubmit the schedule of values when change orders affect listing and when the actual performance of the work involves necessary changes of substance to values previously listed.

PAYMENT REQUESTS:

General: Except as otherwise indicated, the progress payment cycle for each Prime Contractor is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, the application at substantial completion, and the final payment application involve additional requirements.

Waivers of Lien: For each payment application, each Prime Contractor shall submit waivers of lien for every entity (including Prime Contractor) who could lawfully and possibly file a lien in excess of $100 arising out of the Contract and related to work covered by the payment. Submit partial waivers for the amount requested, prior to deduction of retainage, on each item. When application shows completion of an item, submit final or full waivers. The Owner reserves the right to designate which entities involved in the work must submit waivers.

Waiver Delays: Each progress payment must be submitted with Prime Contractor's waiver from the period of construction covered by the application. At the Prime Contractor's option, each progress payment may be submitted from waivers from the subcontractors or subcontractors and suppliers for the previous period of construction covered by the previous application. The final payment application must be submitted together with or preceded by final or complete waivers from every entity involved with performance of the work covered by the payment request.

Waiver Forms: Submit waivers on forms, and executed in a manner, acceptable to Project Manager.

Payment Application Times: The "date for each progress payment" for each Prime Contractor is as indicated in Owner-Prime Contractor Agreement and in the Supplementary Conditions to the General Conditions, Article 9.

Payment Application Forms: Certificate for Payment form available from Architect's office.

Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by Project Manager without action. Entries must match current data of schedule of values, progress schedule and reports. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.

Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of each Prime Contractor's first payment application can be summarized as follows, but not necessarily by way of limitation:

Listing of subcontractors and principal suppliers and fabricators.

Schedule of values.

Progress schedule (preliminary if not final).

Schedule of principal products.

Schedule of submittals (preliminary if not final).

Listing of Prime Contractor's staff assignments and principal consultants.

Performance and/or payment bonds.

Evidence satisfactory to Owner that Prime Contractor's insurance coverage's have been secured.

Data needed by Owner to secure related insurance coverage's.

Application at Time of Substantial Completion: Following issuance of Architect's final "certificate of substantial completion" on each Prime Contractor's work, and also in part as applicable to prior certificates on portions of completed work as designated, a "special" payment application may be prepared and submitted by Prime Contractor. The principal administrative actions and submittals which must proceed or coincide with such special applications can be summarized. as follows, but not necessarily by way of limitation:

Approvals or Certifications by governing authorities assuring Owner's full access and use of completed work.

Warranties (guarantees), maintenance agreements and similar provisions of contract documents.

Final cleaning of the work.

listing of Prime Contractor's incomplete work, recognized as exceptions to Architect's (or Engineer[1]s) certificate of substantial completion.

Test/adjust/balance records, maintenance instructions, meter readings, start-up performance reports, and similar changeover information germane to Owner's

occupancy, use, operation, and maintenance of completed work.

Application for reduction (if any) of retainage, and consent of surety

Advice to Owner on coordination of shifting insurance coverage's, including proof of extended coverage as required.

Architects Certificate of Substantial Completion.

Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of each Prime Contractor's final payment application can be summarized as follows, but not necessarily by way of limitation:

Completion of project close-out requirements.

Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).

Assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.

Transmittal of required project construction records to Owner.

Proof, satisfactory to Owner, that taxes, fees and similar obligations of Prime Contractor have been paid.

Removal of temporary facilities, services, surplus materials, rubbish and similar elements.

Changeover of door locks and other provisions for Prime Contractor's access to Owner's property.

Consent of surety for final payment.

After the completion of the work contemplated by this Contract, the Prime Contractor shall file with the Owner *his* affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying the materials and all subcontractors upon the project have been paid in full and that there are not bills outstanding against the project for either labor or materials, except certain items in connection with the Notices to Withhold have been filed under the provisions of the Statutes of the State of California. The filing of such affidavit by the Prime Contractor shall be a prerequisite to making, by the Owner, of the final payment on the contract.

Application Transmittal: Each Prime Contractor shall submit 3 executed copies of each payment application, one copy of which shall be complete with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Project Manager. Transmit to Project Manager by means ensuring receipt within 24 hours.

PART 2-PRODUCTS (Not Applicable)

PART 3-EXECUTION (Not Applicable)

SECTION 01323
CONSTRUCTION PHOTOGRAPHS

PART 1-GENERAL

1.1 SUMMARY

A. Section includes requirements for photographs to be taken before and during the construction of the Project.

1.2 SUBMITTALS

A. E-mail photos to the District and Construction Manager within 3 days after capturing photographs.

PART 2 -PRODUCTS (NOT USED)

PART 3 -EXAMINATION

3.1 GENERAL

A. Provide time-dated construction photographs taken on first day of each month and at following stages of construction, when they do not coincide with the first day of the month.

1. Prior to beginning any work at the site.
2. Promptly after damage that may result in loss or liability occurs.
3. At completion of all construction work and when at project completion.

B. At each specified time during construction, take photographs from different views. Take 12 exterior views and 24 interior views. Views will be determined, or must be approved in advance by the Architect.

C. Take color photographs with a digital camera at a resolution of not less than 4 mega pixels.

D. E-mail photographs as specified above.

END OF SECTION

SECTION 01400

QUALITY CONTROL SERVICES

PART 1- GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and other Division-1 Specification sections, apply to this section.

SUMMARY:

Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each Prime Contractor.

This Section specifies administrative and procedural requirements for quality control services.

Quality control services include inspections and tests and related actions including reports performed by independent agencies, governing authorities, and the Prime Contractors. They do not include Contract enforcement activities performed by the Project Manager.

Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Prime Contractors of responsibility for compliance with Contract Document requirements.

Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.

> Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.

Inspections, test and related actions specified are not intended to limit the Prime Contractor's quality control procedures that facilitate compliance with Contract Document requirements.

Requirements for each Prime Contractor to provide quality control services required by the Project Manager, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

RESPONSIBILITIES:

Prime Contractor Responsibilities: Each Prime Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified' entity; these services include those specified to be performed by an independent agency and not by the Prime Contractors. Costs for these services shall be included in the Contract Sum.

> The Prime Contractor shall employ and pay an independent agency, to perform specified quality control services.

The Owner will engage and pay for the services of an independent agency to perform inspections and tests unless otherwise noted.

> Where the Owner has engaged a testing agency or other entity for testing and inspection

of a part of the Work, and the Prime Contractor is also required to engage an entity for the same or related element, the Prime Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.

Retesting: Each Prime Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document, requirements, regardless of whether the original test was the Prime Contractor's responsibility.

Cost of retesting construction revised or replaced by the Prime Contractor is the Prime Contractor's responsibility, where required tests were performed on original construction.

Associated Services: All Prime Contractors shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:

Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.

Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.

Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.

Providing the agency with a preliminary design mix proposed for use for materials. mixes that require control by the testing agency.

Security and protection of samples and test equipment at the Project Site.

Owner Responsibilities: The Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies and not by the Prime Contractors, except where they are specifically indicated as the Prime Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.

The Owner will employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services, which are the Owner's responsibility.

Independent Testing Laboratory: The testing laboratory shall be selected by, and be employed by the Owner. The testing laboratory shall be subject to the approval of the Project Manager. The testing laboratory shall perform all tests requested by the owner, Project Manager. Samples for testing shall be taken by the Inspector or a representative of the approved testing laboratory and not by the Prime Contractor.

Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Project Manager and Prime Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.

The agency shall notify the Project Manager and Prime Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
The agency shall not perform any duties of the Prime Contractor.

Coordination: Each Prime Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Prime Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

The Prime Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

TESTS:

The Owner will select an independent testing laboratory to conduct the tests. Selection of material required to test shall be by the laboratory or the Owner's representative and **not by the Prime Contractor**.

The Prime Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must by terms of the Contract be tested in order that the Owner may arrange for the testing of the same at the source of supply.

Any material shipped by the Prime Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection **shall not be incorporated in the job**.

The Owner will select and pay the testing laboratory costs for all tests and inspections, but may be reimbursed by the Prime Contractor for such costs under the Contract Documents.

SUBMTITALS:

The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Project Manager , in duplicate, unless the Prime Contractor is responsible for the service. If the Prime Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Prime Contractor, in duplicate.

Submit additional copies of each written report directly to the governing authority; when the authority so directs.

Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:

Date of issue
Project title and number
Name, address and telephone number of testing agency
Dates and locations of samples and tests or inspections
Names of individuals making the inspection or test
Designation of the Work and test method
Identification of product and Specification Section
Complete inspection or test data
Test results and an interpretation of test results
Ambient conditions at the time of sample-taking and testing
Commence or professional opinion as to whether inspected or tested Work complies with Contract Document requirements

Name and signature of laboratory inspector
Recommendations on retesting

QUALITY ASSURANCE:

Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.

PART 2- PRODUCTS (Not Applicable)

PART 3 - EXECUTION

REPAIR AND PROTECTION:

General: Upon completion of inspection, testing, sample-taking and similar services repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with the Contract Document requirements for "Cutting and Patching". Protect work exposed by or for quality control service activities, and protect repaired work. Repair and protection is the Prime Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

Each Prime Contractor shall protect construction exposed by or for quality control service activities, and protect repaired construction.

Repair and protection is the Prime Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

INSPECTION SERVICES:

INSPECTION BY THE OWNER:

The Owner and his representative shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Prime Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner and his representatives shall have the right to reject materials and workmanship, which are defective, or to require their correction. Rejected workmanship shall be removed from the premises without charge to the Owner. If the Prime Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct it and charge the expense to the Prime Contractor.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Prime Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Prime Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and the Prime Contractor shall allow replacement.

BY THE OWNER'S INSPECTOR

A D.S.A. Certified Project Inspector employed by the Owner in accordance with the requirements of the California Code of Regulations, Title 24, will be assigned to the work. The Inspector's duties are specifically defined in Title 24, Part I, Section 4-342.

> **He will perform his duties under the direction of the Project Manager and report to the Owner and Project Manager**. The primary duty of the Inspector is to check the Prime Contractor's work for compliance with the Contract Documents. The Prime Contractor will provide the Inspector access and facilities for access to all the work at all times and will provide a field office for the Inspector in accordance with Division 1 standards.

The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He shall have free access to any or all parts of the work at any time. The Prime Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Prime Contractor from any obligation to fulfill the contract.

> The presence of an Inspector shall in no way change, mitigate or alleviate the responsibility of the Prime Contractor.

Relations with Project Manager or Engineer

The Inspector shall work under the direction of the Project Manager or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Project Manager or registered engineer for his interpretation and instructions. In no case, however, shall the instruction of the Project Manager or registered engineer be construed to cause work to be done, which is not in conformity .with the approved plans, specifications and change orders.

Job File

The inspector shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times and shall immediately return unapproved documents to the Project Manager for proper action. The inspector as a condition of this employment shall have and maintain on the job at all times, all codes and documents referred to in the plans and specifications.

Deviations

The inspector shall notify the Prime Contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the Prime Contractor when brought to his attention. Copies of such notices shall be forwarded immediately to the Project Manager or registered engineer. The inspector shall have the authority to stop the work as outlined in the General Conditions and as allowed by C.C.R. Title 24.

Failure on the part of the inspector to notify the Prime Contractor of deviations from the approved plans and specifications shall in no way relieve the Prime Contractor of any responsibility to complete the work covered by his contract in exact accordance with the approved plans and specifications and all laws and regulations.

In case any dispute arises between the Prime Contractor and the Inspector, as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until dispute at issue can be referred or settled. The Inspector is not authorized to change, revoke, alter, enlarge, decrease in any way any requirements of Contract Documents, nor to issue directions contrary to the Contract Documents, drawings, project manual, specifications or change orders.

TESTS AND INSPECTIONS:

General: Tests and inspections for the following will be required, but may not be limited, to the following:

Code section references are from Title 24, Part 2 of California Code of Regulations.

Concrete - Chapter 19 A

Materials:

Portland Cement Tests -1903A.2
Concrete Aggregates -1903A.3
Reinforcing Bars - 1903A.5
Batch Plant Inspection -1929A.4
Waiver of Batch Plant Inspection and Tests -1929A.5

Concrete Quality:

Proportions of Concrete - 1905A.2
Strength Tests of Concrete -1903A.8, 1905A.6
Splitting Tensile Tests - 1905A.4 & 1905A.1.5
Composite Construction Cores - 1929 A.8

Concrete Inspection:

Job Site Inspection-1701A.5.1 & 1929A.1
Reinforcing Bar Welding Inspection-1929A.12
(on-site only with certified mill reports and sample testing)

Aluminum - State Chapter 20 A

Materials:

Alloys - 2006A
Identification - 2006A & TABLE 20A-II-A

Inspection:

Welding - 2012A

Foundations Chapter - State Chapter 18A

Earth Fill Compaction - 1802A

Inspection:

Excavation & Fills for Foundation - 1802A

COMPREHENSIVE LIST OF TESTS AND INSPECTIONS
BY SPECIFICATION SECTION

Clarification of Owner and Prime Contractor responsibilities for testing as follows:

Specification Section	Responsibility	Test
02200 Earthwork	Owner	Compacted Fill Compaction Control
02513 Asphalt Concrete	Owner	Compaction of A/C & Base (N/A) Course
02514 Portland Cement Paving	Contractor Owner Contractor	Laboratory Mix Design Aggregate & Compression Test Review of Mix Design
02668 Water Systems	Contractor	Pressure Tests (N/ A)
02720 Storm Sewage System	Contractor	Pressure Test (N/ A)
Specification Section	**Responsibility**	**Test**
02730 Sanitary Sewage System	Contractor	Pressure Tests (N/ A)
02810 Irrigation System	Contractor Contractor	Pressure Tests (N/ A) Operational and Coverage (N /A)
03310 Concrete	Contractor Owner Contractor	Laboratory Mix Design Review of Mix Design Certificate of Compliance for Aggregate
16100 Electrical	Contractor Contractor	Testing Per Section #16100 Hi-Pot Test (High Voltage Cable only)

END OF SECTION - 01400

DOCUMENT 01405

CONTRACTOR SAFETY

A. HEALTH AND SAFETY POLICY

1. The policy of the District is to promote safety at a level to minimize personal injury and potential property damage.

2. Employees of contractors working on this project are required to meet or exceed all established and recognized codes and standards for safety and protection of personnel and property.

3. The safety guidelines included here are made available to you, the Contractor, as an extension of the safety clause in your Contract General Conditions Article 52 and 53.

4. These guidelines are not intended to be complete in every detail, but are merely of a general nature. The separate contractors are in no way relieved of their responsibilities for safety of persons and property, and compliance with all statutes, rules, regulations and orders applicable to the conduct of the work.

5. The possession, use, or sale of any alcoholic beverage or illegal controlled drug substance will not be permitted on or immediately adjacent to the job site by any contractor, contractor employee, subcontractor employer or associate.

6. The abuse of prescribed medication will not be permitted on or immediately adjacent to the job site by any contractor, contractor employee, subcontractor employee or associate.

7. This Contractor, and other contractors, share the responsibility of monitoring and enforcing, as necessary, A.5 and A.6 above. Any known, (or with due cause believed to be), violator of A.5 or A.6 shall be immediately reported to the Construction Manager.

8. The District reserves the right to take corrective action, as deemed in the best interest of the project and the District, for violation of any health or safety standard. This corrective action may include, but is not limited to; removal (from the job site) any unsafe tools/equipment, temporary work stoppage for any unhealthy or unsafe condition, immediate removal (from the job site) any person that is unwilling or incapable of conducting themselves in a manner that promotes a healthy and safe working atmosphere. Any person found to be repeatedly in violation of health and/or safety standards will be permanently removed from the site.

B. RESPONSIBILITIES

1. The District demands that all project contractors perform in a reasonable and safe manner.

2. The contractors working on this project have the ultimate and total responsibility to conduct a sound accident control program as it pertains to their work and their employees, as well as to ensure safe working conditions for employees of other contractors.

3. The Contractor will ensure his employees cooperate with and coordinate safety matters with other contractors to form a joint safety effort.

4. Employees who have been, or will be exposed to excessive (measured against applicable standards) levels of toxic materials or harmful physical agents shall be notified by the Contractor. Notice of corrective action being taken shall be provided to the employees. Accurate records must be kept of all exposures which are required to be monitored under the State and Federal Codes.

5. In the event of a defense by the Contractor against unsafe independent employee actions, the Appeals Board requires that you must show evidence of the following:

    a. That the employee was experienced in the job being performed;

    b. That you as the employer have a well devised safety program which includes training employees in safety matters relating to their individual job assignments;

    c. That you effectively enforce your safety program;

    d. That you have and enforce a policy of sanctions against employees who violate your safety program; and

    e. That the employee caused a safety infraction which he or she knew was in violation of your safety requirement.

C. SAFETY ACTIVITIES

1. Contractors will conduct or initiate:

    a. Safety program as required by current State of California requirements.

b. Weekly "tool box" safety meetings between Contractor and Contractor's supervisors, foremen, employees, and subcontractors working on the project; and

c. Weekly safety inspections of your work area and those areas of work under your responsibility or shared responsibility as well as taking any other necessary safety precautions.

D. REPORTS

1. Submit all preliminary, periodic and special reports to the Construction Manager. The Contractor is in no way relieved of the requirements for submission of reports to any agency or authority.

a. All reports listing deficiencies, accidents, or injuries shall show corrective action taken.

b. A weekly status and summary report of each "tool box" meeting held and items discussed.

c. A weekly status report of inspection results. The attached status forms are for your convenience only.

d. A continuing list of deficiencies found, date identified, responsible party, corrective action and date corrected.

e. Accident reports and injury forms. Submit a copy of one of the following to the Construction Manager for each case:

1) California Division of Labor Statistics and Research Form 5020 (latest rev.), or;

2) Federal OSHA Form 101, or;

3) Insurance Company form similar to 1 or 2 above.

f. A copy of CAL/OSHA Form 200 "Log and Summary of Occupational Injuries and Illness."

2. Special Reports

a. Notify the Construction Manager immediately of any accident involving injury to personnel or property; and complete written reports within 24 hours of a death or injury of five (5) or more employees as a result of one accident.

b. Copies of all toxic or harmful agent reports (See paragraph B.4.)

3. Governmental Reports

a. Notification of governmental authorities is the responsibility of each affected contractor.

E. SAFETY DEFICIENCY CORRECTION

1. All safety deficiencies will be corrected by contractors in accordance with the following priorities.

a. Immediate correction of items with any probability of major or minor injury to people.

b. Correction immediately of any accident probability which could involve people and/or equipment.

c. Correction within one day (or sooner) of potential injury or damage to property.

F. OUTSIDE SAFETY INSPECTIONS

1. Unannounced inspections by city, state or federal safety agencies or insurance companies may occur.

a. Contractors are to escort representatives of these agencies or companies directly to the Construction Manager and assist him as required or directed.

b. If the Construction Manager is not available, the Contractor's foreman or representative shall accompany the inspector on the inspection.

G. INVESTIGATING

1. All injuries are to be investigated by the contractors and reported.

2. The Construction Manager shall be notified prior to proceeding with an investigation.

H. SAFETY STANDARDS AND CODE

1. All contractors are to provide their job supervision with applicable safety code publications and ensure they are familiar with the contents.

2. Occupation Safety and Health Administration Standards (latest applicable edition) on the designated applicable safety standards.

3. In states with OSHA approved plans, state codes will take precedence unless federal standards are more stringent, in which case federal standards shall apply.

4. On General Services Administration (GSA) projects, applicable sections of the GSA Manual Accident & Fire Prevention on Construction and Alteration Work will apply in addition to all other codes and standards.

5. All code and standard conflicts will be resolved by applying the most restrictive code and/or standard.

6. Suggested references for contractors are:

   a. Safety & Health Regulation for construction, U.S. Department of labor, OSHA, Volume 37, No. 243.

   b. Construction safety orders, State Standard, CAL/OSHA, state of California, latest edition.

   c. GSA Manual - GSA -PBSP 5900.3.

   d. U.S. Army Engineering Manual - BM 385-1.

   e. Accident Prevention, Associated General Contractors.

   f. A Short Guide to the California Occupational Safety and Health Act. - National Federation of Independent Business, 150 West 20th Avenue, San Mateo, California 94403.

I. REQUIRED NOTICES: TO BE VISIBLY DISPLAYED

1. Workers' Compensation Insurance Notice

2. OSHA poster: Safety and Health Protection on the job.

3. State of California Department of Human Resources: Notice to Employees Unemployment Insurance - Disability Insurance.

4. Hard Hat Area Signs.

5. List of ambulances, doctors and hospitals with telephone numbers which can be called during an emergency.

6. Name and title of the safety representative from each contractor's organization.

7. Any other safety signs, slogans, etc. that will improve the general awareness of a joint safety program.

J. PERMITS

1. Permits from the Division of Industrial Safety are required before contractors may undertake the following kinds of work:

    a. Construction of trenches or excavations which are 5 feet or more deep, into which a person is required to descend;

    b. Construction of any building, structure, falsework, or scaffolding more than three stories high.

    c. Demolition of any building, structure, falsework, or scaffolding more than three stories high.

2. The Division of Industrial Safety may investigate or confer with the employer before the start of work. If a pre-job safety conference between the Division of Industrial Safety personnel and the employer is a requirement specified by the Division of Industrial Safety at the time the permit is issued, employees or their representatives are to be included at the conference.

3. Permits must be posted at or near each place of employment requiring a permit. If posting at the actual job site is not possible, the permit must be available for inspection at all times at the site, or, in the case of a mobile unit, at the employer's head office in the area.

4. Additional permits may be required from the Division of Industrial Safety or other applicable governmental agencies. It is the responsibility of each contractor to determine, procure, and pay for their own such permits.

SAFETY STATUS FORMS

THIS REPORT IS TO SERVE AS A MINIMUM STANDARD GUIDELINE AND DOES NOT INCLUDE JOB OR TRADE SPECIFIC ITEMS OR CONDITIONS. SAID ITEMS OR CONDITIONS SHOULD BE ADDED BY CONTRACTOR ON THE LAST PAGE ENTITLED "COMMENTS AND REMARKS".

#:	QUESTION / CHECK LIST COMMENT:	YES	NO	N/A
A.	**FIRE PROTECTION AND PREVENTION:**			
1.	Are all flammable liquid containers clearly identified?			
2.	Are all flammable liquid containers UL or FM listed?			
3.	Have proper storage practices for flammables been observed?			
4.	Have the proper type & adequate number of fire extinguishers been observed at the job site?			
5.	Are extinguishers readily accessible and serviced regularly?			
6.	Are hydrants clear and accessible for Fire Department personnel?			
B.	**ELECTRICAL**			
1.	Are all switch gear, panels, and devices that are energized marked and / or guarded to prevent accidental contact?			
2.	Are lockout devices available and used on all circuits and equipment that could become energized while work is being performed?			
3.	Are all temporary circuits properly guarded and grounded?			
4.	Are all extension cords in continuous lengths without splices or tape?			
5.	Are GFCI's being used? If not, is Assured Equipment Grounding Conductor Program being followed?			
6.	If temporary lighting is provided, are bulbs protected against accidental breakage?			
7.	Are there a sufficient number of temporary outlets on the job site?			
8.	Are there any visual signs of outlet overloading?			
C.	**HAZARD COMMUNICATION**			
1.	Does the Hazard Communication Program include a list of hazardous chemicals?			
2.	Does the Hazard Communication Program include container labeling?			
3.	Does the Hazard Communication Program include "Material Safety Data Sheets" (MSDS)?			
4.	Does the Hazard Communication Program include employee training?			
5.	Does the Hazard Communication Program include personal protective equipment (PPE)?			

#:	QUESTION / CHECK LIST COMMENT:	YES	NO	N/A
6.	Does the Hazard Communication Program include emergency response procedures, information, & phone numbers?			
7.	Does the Hazard Communication Program include a list of hazards for non-routine tasks?			
8.	Does the Hazard Communication Program include procedures for informing other contractors of hazardous conditions and / or procedures?			
9.	Does the Hazard Communication Program include adequate posting of signage & warning labels?			
10.	Is a copy of the Hazardous Communication Program at this job site?			
D. EXCAVATION / TRENCHING				
1.	Have utility companies been notified of proposed excavation work (one-call system)?			
2.	Are overhead utility lines noted and precautions taken to avoid contact by cranes, backhoes, or other heavy equipment?			
3.	Is the excavation inspected daily or more frequently when there is a change in weather or environment that could affect the soil?			
4.	If needed, are barricades, stop logs, etc. properly located?			
5.	Are excavations five (5) feet or deeper correctly sloped, benched, shored, or is a trench box (shield) used?			
6.	Is a ladder or other means of exit (egress) provided in trenches or excavations four (4) feet or deeper?			
7.	When ladders are used, do they extend three (3) feet above the surface and are they secured?			
8.	Are shoring and shielding systems inspected daily by a competent person?			
E. SCAFFOLDING				
1.	Are scaffold components visibly free of any physical damage (no bent supports or cross bracing)?			
2.	Is scaffolding properly erected with all pins and braces in place and locked?			
3.	Are rolling scaffolds equipped with locking wheels?			
4.	Are wheels locked when scaffold is in use?			
5.	Is scaffold erected on a firm and substantial surface?			
6.	Is planking of a scaffold grade?			
7.	Is planking in good condition and properly installed?			
8.	Are toeboards and guardrails in place on scaffolds over 10 feet?			
9.	Are workers on scaffolding protected from falling objects if overhead hazards exist?			
10.	Is a ladder provided for access to scaffold work platform?			

#:	QUESTION / CHECK LIST COMMENT:	YES	NO	N/A
F.	**BARRICADING**			
1.	Are floor openings planked and secured or barricaded?			
2.	Is a flag person provided to direct traffic when needed?			
3.	Are open excavation, road drop offs, manholes, & uneven surfaces barricaded?			
G.	**LADDERS**			
1.	Is the proper ladder for the job being used?			
2.	Are ladders in good condition (no missing or broken rungs, etc.)?			
3.	Is there a need for and / or are there safety shoes / cleats on the bottom of ladders?			
4.	Are non-conductive ladders available for use around live wiring?			
5.	Are ladders tied-off at top or otherwise secured?			
6.	Do side rails extend 36 inches above the top of the landing?			
7.	Are step ladders fully opened when in use?			
H.	**PERSONAL PROTECTIVE EQUIPMENT**			
1.	Is hearing protection available for personnel that may be exposed to noisy conditions?			
2.	Is respiratory protection available to personnel and is it being used when conditions require same			
3.	Are safety harnesses, belts, lifelines, and lanyards available and being used?			
4.	Are personnel using gloves when handling sharp or rough material?			
I.	**MEDICAL**			
1.	Are first-aid kits available and properly stocked?			
2.	Are all emergency phone numbers posted?			
3.	Are all employees aware of the address of the site or capable of giving proper directions to emergency personnel?			
4.	Is anyone trained in first-aid and CPR?			
J.	**TOOLS: (hand & power)**			
1.	Are tools free of any obvious physical damage?			
2.	Are tools inspected for frayed and damaged cords?			
3.	Are tools and cords properly grounded and are ground pins in good condition?			
4.	Are the handles on all tools in good condition (not bent, splintered, or broken)?			
5.	Are all hoses on air or hydraulic tools in good condition?			

#:	QUESTION / CHECK LIST COMMENT:	YES	NO	N/A
6.	Are all shields and guards in place on the tools and in good condition?			
7.	Has each tool and / or equipment operator received proper operating and safety instruction for each tool and / or piece of equipment which he or she is using?			
8.	Has each user of a powder actuated tool been properly certified and are their certifications current?			
K. WELDING AND CUTTING				
1.	Welding goggles / helmet, gloves, and clothing being used by each welder			
2.	Inspection for fire hazards after welding stops			
3.	Are gas cylinders, hoses, regulators, torches, torch tips, and welding carts in good working order and are same being properly secured?			
L. HOIST, CRANES, AND DERRICKS				
1.	Are cables and sheaves checked?			
2.	Are slings hooks, eyelets, and chokes inspected?			
3.	Are load capacities posted in cab?			
4.	Are power lines at a safe distance?			
5.	Are crane inspection logs with crane?			
M. FLOOR, WALL OPENINGS, STAIRWAYS				
1.	Are floor and roof openings guarded by properly constructed guardrails or a properly reinforced and secured cover?			
2.	Are open-sided floors and platforms six feet or more above the ground guarded with a properly constructed railing?			
3.	Are stairs with four or more risers equipped with standard hand rail construction?			
4.	Are runways four feet or more above the ground properly guarded?			

CONTRACTOR SAFETY - “COMMENTS & REMARKS”

CONTRACTOR SAFETY - “COMMENTS & REMARKS”

SECTION 01450

CONTRACTOR QUALITY CONTROL

PART 1- GENERAL

1.1 SUMMARY

A. Section includes general requirements for quality control of the Work, including test and inspection procedures.

B. Related work:

1. Divisions 2 through 16 for specific test procedures to be performed in compliance with this Section.

1.2 ADMINISTRATIVE STAFF

A. Provide a competent and adequate staff for the administration, coordination, supervision, and superintendence of the Work.

B. Do not change key members of this staff without the consent of the District, unless such staff members prove to be unsatisfactory to the Contractor and cease to be in his employ. If the Contractor intends to change a key staff member, he shall give the District written notice at least 15 days prior to the intended change.

C. Key staff members shall be full time employees, stationed at the site.

D. Project staff shall include, but shall not be limited to, the following:

1. Project Manager: The person who has responsibility for the prosecution of the work and who has the authority to act in matters for the coordination, direction, and technical administration of the work. Prior to commencement of the work, provide the District with the name of the project manager.

2. Superintendent: The person who shall be in attendance at the Project site during the performance of the work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

3. Additional staff: In addition to the general project superintendent required above, provide the services of coordinating engineer for HVAC, Plumbing, Fire Protection, and Electrical Work: The full time person who has the responsibility for the coordination of the mechanical and electrical work with the work of other trades, for the review of mechanical and electrical shop drawings, for the resolution of conflicts and interferences between trades, for directing adjustments in the work that shall be required to comply with the Contract Documents, and for commissioning the mechanical and electrical systems. This individual shall have previous experience in coordinating these areas of work on projects of similar scale and complexity.

1.3 CONTRACTOR QUALITY CONTROL SYSTEM

A. Establish a quality control system to perform sufficient inspections and tests of all items of Work, including that of all subcontractors, to ensure conformance with the Contract Documents for materials, workmanship, construction, finish, functional performance and identification.

B. Quality control system shall ensure that the Work complies with the requirements of the Contract Documents. Controls shall be adequate to cover all construction operations.

C. Apply, install, connect, erect, use, clean, adjust, and condition articles, materials and equipment in compliance with their manufacturer latest published instructions, unless more restrictive or stringent requirements are specified in the Specifications.

1. When specified or requested, furnish the Architect 2 copies of such printed instructions prior to introduction of such items.
2. If product manufacturer instructions are in conflict with the Contract Documents, notify the Architect for clarification before proceeding.
3. Keep a clean, legible copy of the various product manufacturers instructions applicable to the Work at the Project site.

D. Certificates:

1. When specified, deliver to the Architect 2 signed certificates from suppliers of materials, equipment and manufactured items stating that such materials and manufactured items meet or exceed the standards specified.
2. In lieu of such certification, the Contractor may submit reports of current tests made and attested by a reputable and recognized testing laboratory.

1.4 CONTRACTOR ASSISTANCE

A. Cooperate with individual or firm performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the individual or firm sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:

1. Providing access to the work to be tested or inspected and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
2. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
3. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
4. Providing the individual or firm with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
5. Providing security and protection of samples and test equipment at the Project site.

1.5 VERIFICATION OF CONDITIONS

A. Prior to installation of any product, inspect existing supports and assemblies to receive materials to be installed and arrange for correction of defects in the existing workmanship, material or conditions that may adversely affect work to be installed.

B. Installation of materials will constitute acceptance of existing conditions as being in proper condition to receive the materials to be applied and waiver of claim that existing conditions are defective as pertains to warranty requirements.

C. Where the Specifications require a product to be installed under the supervision or inspection of the material manufacturer or its representative, manufacturer or its representative shall also inspect the work in place and issue a letter to Architect verifying that this procedure was followed without exception.

1.6 INSTALLER QUALIFICATIONS

A. Where the Specifications dictate a certain level of experience or expertise from the subcontractor/installer by requiring a minimum number of years of experience in the successful installation of a product or a minimum number of successful installations for the product specified, it shall be the Contractor responsibility to verify the installer's competence and track record before signing a subcontract to perform the affected work.

1.7 MANUFACTURER FIELD SERVICES

A. An experienced, competent, and authorized representative of the manufacturer of each item of equipment for which field services are required in the Specifications shall visit the site of the Work and inspect, check, adjust if necessary, and approve the equipment installation.

B. In each case, the representative shall revisit the job-site as often as necessary until all problems are corrected and the equipment installation and operation are satisfactory, in the opinion of the Architect.

C. Each manufacturer representative shall furnish to the Architect a written report certifying that the equipment has been properly installed, and lubricated; is in accurate alignment; is free from any undue stress imposed by connecting piping or anchor bolts; and has been operated under full load conditions and that it operated satisfactorily.

D. All costs for these services shall be included in the Contract.

END OF SECTION - 01450

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

PART 1- GENERAL

RELATED DOCUMENTS:
Drawings and general provisions of Contract, including General Conditions and other Division-1 Specification sections, apply to work of this section.

SUMMARY:

Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized by Architect, Engineer, Engineer or Project Manager that such temporary activity is not required for successful completion of the work and compliance with requirements of Contract Documents. Provisions of this section are applicable to, but not by way of limitation as follows:

Utility services
Construction facilities
Support facilities
Security / protection provisions

Multiple Prime Contracts: Provisions of this Section apply to construction activities of each Prime Contractor.

QUALITY ASSURANCE:

General: In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local "building councils ").

ANSI Standards: Comply with applicable provisions of ANSI A10-Series standards on construction safety, including A10.3, A10.4, A10.S, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.1S, A10.17, A10.18, A10.20, and A10.22.

Conservation: In compliance with Owner's policy on energy/materials conservation, install and operate temporary facilities and perform construction activities in manner which reasonably will be conservative and avoid waste of energy and materials including water.

JOB CONDITIONS:

General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.

Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary, and protective of persons and property, and free of deleterious effects.

PARTS 2 AND 3 - PRODUCTS AND EXECUTION

TEMPORARY UTILITY SERVICES:

Water Service:

General: Owner will provide construction water service, sanitary facilities, including cleaning required during construction period (until permanent service is in use). Prime Contractors will be responsible for providing appurtenances for directing water to desired locations.

Electrical Power Service:

General: Electrical Prime Contractor will install waterproof, grounded electric power service of size, capacity and power characteristics required for temporary uses, including construction machinery, tools and equipment, lighting, heating (to extent indicated, if any), alarms, communication devices, and initial operation and testing of work which requires power and must be test operated or placed in service ahead of time permanent power service is available. Each Prime Contractor will be responsible for providing extension cords for operation of equipment used for his work.

Telephone Service:

General: The Project Manager will provide and arrange for local telephone company to install pay telephone service to Project Site; one instrument will be provided for use by Prime Contractors and their subcontractors.
Telephone service will be provided at the time of the start of the work and service will be maintained until end of project. This would contingent upon availability of telephone service lines from the telephone company.

TEMPORARY CONSTRUCTION FACILITIES:

The types of temporary construction facilities required include, but not by way of limitation as follows:

Water distribution
Drainage and watering equipment
Enclosure of work
Heat
Ventilation
Electrical power distribution
Lighting
Hoisting facilities
Stairs
Ladders
Roads

Provide facilities reasonably required to perform construction operations properly and adequately. Each Prime Contractor shall be responsible for providing all temporary facilities for the work of their contract (excluding those facilities specifically indicated above as being furnished by others.)

Heating: Heat with self-contained heaters, bearing UL, FM or other approval labels appropriate for application. Vent fuel-burning heaters, and equip units with individual thermostatic

controls. Use electric-resistance space heaters only where no other, more energy-efficient, type of heater is available and allowable.

Supply power for electric welding by engine-driven power-generator sets.

Lighting: Project Manager will provide equipment for temporary lighting. Each Prime Contractor will coordinate placement of such equipment as needed to ensure proper workmanship. The Prime Contractor will provide temporary lighting and power once the project permanent power is established.

TEMPORARY SUPPORT FACILITIES:

The Project Manager will provide for the use of all Prime Contractors, the following support facilities:

Sanitary facilities
Telephone

Each Prime Contractor will provide the first aid facilities, materials, and equipment required by governing authorities, laws, ordinances, regulations, standards, orders and underwriters for the work of his contract.

Project Manager will provide an air conditioned office for use by Project Inspector.

Inspector shall be provided a separate office (10' x 10' minimum).

The Prime Contractor shall provide for the use of the Owner's Inspector a temporary office to be located as directed by the Inspector and to be maintained until removal is authorized by the Owner. This office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. The door shall lock. A table satisfactory for the study of plans and two chairs shall be provided by the Prime Contractor. The Prime Contractor shall provide and pay for adequate electric lights, private local telephone service with a loud exterior Dell, and adequate heat for this field office until completion of the Contract.

SECURITY/PROTECTION PROVISIONS:

The types of temporary security and protection provisions that the Project Manager will provide are described below. The Project Manager will provide security/protection services and systems in coordination with activities and in a manner to achieve reasonable security for the work.

Temporary Fire Protection:

Construction Sheds, Etc: Shall be placed outside of the building structure, limited to no more than 300 square feet area and located at least ten feet away from the buildings or from combustible materials storage piles. Stoves shall be set on properly protected floor with ample lateral clearance and particular attention shall be given to stack clearance and arrangement.

Gasoline, Oils, Paint and Other Volatile Liquids: Shall be kept outside, to be brought into the building in quantities only as needed. Such storage shall be in a well ventilated location, well removed from all open heating or lighting devices. Particular care shall be

given to the housekeeping in the storage room to eliminate spillage and accumulation of oil wastes: provide approved waste and safety cans.

Fire Extinguishers: Each Prime Contractor shall provide types, sizes, numbers and locations as would be reasonably effective in extinguishing fires during early stages, by personnel at Project Site. Prime Contractor will instruct all his personnel at Project Site, at time of their first arrival, on proper use of extinguishers.

Barricades, Guardrails, Warning Signs and Lights:

Each Prime Contractor shall comply with recognized standards and code requirements for erection of substantial and structurally adequate barricades where needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs to inform personnel at site, and the general public where exposure exists, of hazard being protected. Provide lighting where appropriate and needed for recognition of facility, including flashing red lights where appropriate.

Each Prime Contractor shall construct and maintain fences, guardrails, barricades, lights, flashers, shoring and warning signs as required by local authorities and State safety ordinances and as required to protect the Owner's property from injury or loss and as necessary for the protection of the public place for carrying on the work covered in this contract. Leave all protection in place and maintain until removal is authorized.

All temporary work shall conform to all the requirements of State and local authorities and underwriters which pertain to operation, safety, and fire hazard. The Prime Contractor shall furnish and install all items necessary for conformity with such requirements, whether or not called for under the separate divisions of these specifications. All fencing and barricades shall be removed upon completion of the project.

Each Prime Contractor shall protect all streets and sidewalks and shall repair all damage caused by his work at his own expense.

Noise Control: Noise from job equipment and construction operations shall be kept to a minimum by adequate mufflers and other means as approved by the Project Manager.

Dust Control: Throughout the entire contract period, the Prime Contractor shall palliate dust conditions in the working area, involved portions of the site and all roads used in the operations. 1ms shall consist of intermittent watering and sprinkling of such frequency as will satisfactorily allay the dust during the hours that work is to be performed, as required.

Drainage Control: (Water) Prime Contractor shall at all times protect related or adjacent to his work, excavations, banks, trenches and/ or the building from rain water, spring water, ground water, backing up on drains or sewers, and all other water admitted to any work by his operation. He shall provide all pumps and other equipment and enclosures to provide this protection.

Prime Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep aforenoted excavations, etc., free of water.

Each Prime Contractor shall furnish and maintain pumping apparatus as needed to prevent any water damage to the work in progress.

Pollution Control: All fires are strictly forbidden. Refer to Fire Regulations.

Weather Protection: Prime Contractor shall at all times provide protection to the work against weather, rain, wind storms, frost or heat so as to maintain all work, materials, apparatus and

fixtures free from injury or damage.

LOCATION AND USE OF TEMPORARY FACILITIES:

Project Manager will direct location of construction trailers, sheds, and other facilities which individual Prime Contractors bring to the Project Site.

Prime Contractors will be responsible for damage to existing improvements caused by the installation, presence, use, and removal of temporary facilities. Temporary Facilities shall be removed as soon as their use is not needed and immediately repair all damage to previously existing or new work.

END OF SECTION - 01500

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1- GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and other Division-1 Specification sections, apply to work of this section.

SUMMARY:

This Section specifies administrative and procedural requirements governing the Prime Contractor's selection of products for use in the Project.

> **Multiple Prime Contracts:** Provisions of this Section apply to the construction activities of each Prime Contractor.

The Prime Contractor's Construction Schedule and the Schedule of Submittals are included under Sections "Submittals" and "Schedule/Payments".

Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.

Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section "Product Substitutions".

DEFINITIONS:

Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.

> "**Products"** are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
>
> **“Named Products"** are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturers published product literature that is current as of the date of the Contract Documents.
>
> **"Materials**" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
>
> **"Equipment"** is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

SUBMITTALS:

Product List Schedule: Prepare a schedule showing products specified in a tabular form acceptable to the Project Manager. Include generic names of products require4. Include the manufacturer's name and proprietary product names for each item listed. Indicate whether the product listed is one of those specified, a product conforming with performance specifications, or a product which must be reviewed under the provisions of Section 01631, Product Substitutions.

Coordinate the product list schedule with the Prime Contractor's Construction Schedule and the Schedule of Submittals.

Form: Prepare the product listing schedule with information on each item tabulated under the following column headings:

Related Specification Section number
Generic name used in Contract Documents
Proprietary name, model number and similar designations
Manufacturer's and name and address
Supplier's name and address
Installer's name and address
Projected delivery date, or time span of delivery period

Initial Submittal: Within 30 days after date of commencement of the Work, submit 3 copies of an initial product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.

Completed Schedule: Within 60 days after date of commencement of the Work, submit 3 copies of the completed product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.

Architect's Action: The Architect will respond in writing to the Prime Contractor within 2 weeks of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or products, but does not constitute a waiver of the requirement that products comply with Contract Documents. The Architect's response will include the following:

A list of unacceptable product selections, containing a brief explanation of reasons **for this action.**

QUALITY ASSURANCE:

Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

Compatibility of Options: When the Prime Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

Each Prime Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate Prime Contractors.
If a dispute arises between Prime Contractors over concurrently selectable, but incompatible products, the Architect will determine which products shall be retained and which are incompatible and must be replaced.

PRODUCT DELIVERY, STORAGE, AND HANDLING:

Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

Coordinate delivery with installation time to ensure minimum holding time for items that are

flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.

Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation.

Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

PRODUCT SELECTION:

General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

> **Standard Products:** Where available, provide standard products of types that have been produced and used successfully in similar situations on other products.

Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:

> **Proprietary Specification Requirements:** Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted. Semi-proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
>
> Where products or manufacturers are specified by name, accompanied by the term "or equal, or "or approved equal" comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Prime Contractor to use of these products only, the Prime Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning “substitutions” to obtain approval for use of an unnamed product.

Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name,

provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.

Compliance with Standards, Codes and Regulations: Where the specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.

Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.

Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning “substitutions” for selection of a matching product in another product category, or for noncompliance with specified requirements.

Visual Selection: Where specified product requirements include the phrase " ... as selected from manufacturer’s standard colors, patterns, textures ... " or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern and texture from the product line selected.

PART 3 - EXECUTION

INSTALLATION OF PRODUCTS:

Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION - 01600

SECTION 01631

PRODUCTS AND SUBSTITUTIONS

PART 1- GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and other Division-1 Specification sections, apply to work of this section.

SUMMARY:

This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

> **Multiple Prime Contracts:** Provisions of this Section apply to the construction activities of each Prime Contractor.

The Prime Contractor's Construction Schedule and the Schedule of Submittals are included under Sections "Submittals" and "Schedule/Payments".

Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.

Procedural requirements governing the Prime Contractor's selection of products and product options are included under Section "Materials and Equipment".

DEFINITIONS:

Definitions: Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

Substitutions: Requests for changes in products, materials, equipment and methods of construction required by Contract Documents proposed by Prime Contractors after award of the Contract are considered requests for "substitutions". The following are not considered substitutions:

> Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
> Revisions to Contract Documents requested by the Owner or Architect.
> Specified options on products and construction methods included in the Contract Documents.
> The Prime Contractor's determination of, and compliance with, governing regulations and orders.

Substitution Request Submittal: Requests for substitution will be considered if received within 35 days after commencement of the Work. Requests received more than 35 days after commencement of the Work may be considered or rejected at the discretion of the Architect.

> Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
> Identify the product or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

Product Data, including Drawings and descriptions of products, and Installation procedures.

A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability and performance.

Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.

A statement indicating the substitution's effect on the Prime Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.

Cost information, including a proposal of the net change, if any in the Contract Sum.

Certification by the Prime Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Prime Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

Substitution Warranty: All submittals of Request for Substitutions under the General and Supplementary Conditions of this Section shall be accompanied by a completely executed (filled out) and signed Substitution Warranty in the form entitled "Substitution Warranty", bound herein. Substitutions will not be accepted without the Substitution Warranty.

In addition to other requirements, Prime Contractor shall warrant in writing on his own letterhead that substituted materials shall perform as specified, and assume complete responsibility for same, including responsibility and costs required for modifications to building or other materials or equipment, and any additional coordination with work of other trades.

Testing, if required shall be paid by Prime Contractor.

Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Project Manager will notify the Prime Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a written instrument.

PART 2 - PRODUCTS

SUBSTITUTIONS:

Conditions: The Prime Contractor's substitution request will be received and considered by the Project Manager/Architect when one or more of the following conditions are satisfied, as

determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.

Extensive revisions to Contract Documents are not required.

Proposed changes are in keeping with the general intent of Contract Documents.

The request is timely, fully documented and properly submitted.

THE REQUEST IS DIRECTLY RELATED TO AN "OR EQUAL" CLAUSE OR SIMILAR LANGUAGE IN THE CONTRACT DOCUMENTS.

The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.

The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Prime Contractor certifies that the substitution will overcome the incompatibility.

The specified product or method of construction cannot be coordinated with other materials, and where the Prime Contractor certifies that the proposed substitution can be coordinated.

The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Prime Contractor certifies that the proposed substitution provide the required warranty.

Where a proposed substitution involves more than one Prime Contractor, each Prime Contractor shall cooperate with the other Prime Contractors involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.

Refer elsewhere in Division 1 for definition of proprietary, semi-proprietary and nonproprietary specifications.

The Prime Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION - 01631

SECTION 01655

PRODUCT HANDLING

PART 1- GENERAL

1.1 SUMMARY

A. Section establishes general requirements for product handling and storage, whether on or off the site, and supplements similar provisions found elsewhere in the Contract Documents.

B. Related work

1. Division one for handling provisions for OFCI items.

1.2 QUALITY ASSURANCE

A. In the Contractor's quality control program include procedures required to insure protection of work and materials.

1.3 HANDLING

A General:

1. Transport, deliver, handle, and store all materials and equipment used on the Project to prevent the intrusions of foreign matter, moisture, and to prevent damage. In all cases comply with the following.
2. Material and equipment manufacturer1s instructions regarding temperature limitations.
3. Other environmental conditions required to maintain the original quality of the materials and equipment.

B. Packaging:

1. Provide packaged materials in their manufacturer1s original containers with seals unbroken and labels intact until incorporating into the Work.
   a. Where this information is not provided by the manufacturer on the container, it shall be provided by the supplier, fabricator or subcontractor of these materials.
2. Wrapped or bundled materials shall clearly bear the manufacturer1s name and trade mark.

C. Damaged materials: Remove damaged or otherwise unsuitable material and equipment promptly from the site. Do not install damaged materials.

1.4 STORAGE

A. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

B. Store products at the site to facilitate inspection and measurement of quantity or counting of units.

C. Store heavy materials away from the Project structure in a manner that will not

endanger the supporting construction.

1. Do not subject slabs-on-grade to excessive loading by shoring, storage of materials, or operation of construction equipment unless adequately protected by heavy planking. Maintenance of slabs in good condition is the responsibility of the Contractor who shall remove damaged areas of such slabs and replace them with new work, to the Architect's satisfaction, at no cost *to* the District.
2. Do not subject suspended slabs *to* construction loads exceeding their design loads, unless adequately shored with shoring designed for the Contractor by a California-licensed civil or structural engineer, who shall certify prior to imposing construction loads on slabs, that the shoring *to* be installed conforms with the shoring as designed.

D. Store products subject *to* damage by the elements above ground, under cover in weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

E. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

F. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

G. Locate storage piles, stacks or bins *to* avoid being disturbed, and protect from damage of any sort.

H. Store materials and equipment in accord with their manufacturer's instructions, above grade, and properly protected from weather and construction activities.

I. Payment may be withheld for improperly packaged and stored materials.

1.5 PROTECTION

A. Protect finished surfaces, including floors jambs and soffits of all openings used as passageways or through which materials and equipment must travel.

B. Carts, hand trucks, wheelbarrows and similar wheeled conveyances used on or in any portion of the structure shall be equipped with pneumatic tires, unless otherwise authorized by the Architect.

C. Keep finished surfaces clean and unmarred until the date of acceptance.

D. Refer to individual Specification Sections for additional specific product handling and protection requirements.

1.6 MAINTENANCE

A. Maintain periodic system of inspection of stored products on a scheduled basis to assure that:

1. State of storage facilities is adequate to provide conditions recommended by the product manufacturer.
2. Required environmental conditions are maintained on a continuing basis.

3. Surfaces of products exposed to the elements are not adversely affected.

B. Mechanical and electrical equipment which require servicing and/ or connection of temporary power for heating and other climatic protection devices, during long term storage, shall have complete manufacturer's instructions accompanying each item, with notice of enclosed instructions shown on the exterior of the packaging.

END OF SECTION - 01631

SECTION 01700

PROJECT CLOSEOUT

PART 1- GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General Conditions and other Division-1 Specification sections, apply to work of this section. .

SUMMARY:

This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

Inspection procedures
Project record document submittal
Operating and maintenance manual submittal
Submittal of warranties
Final cleaning
Closeout requirements for specific construction activities are included in the appropriate Sections in Division-2 through -16.

Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each Prime Contractor.

SUBSTANTIAL COMPLETION:

Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.

Each Prime Contractor shall submit specific warranties, workmanship bonds, final certifications and similar documents.

The appropriate Prime Contractors shall obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, and similar releases.

Submit record drawings, and similar final record information.
Deliver tools, spare parts, extra stock, and similar items.

Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with constructions tools, mock-ups, and similar elements.

Complete final clean-up requirements, including touch-up painting. Touch-up and

otherwise repair and restore marred exposed finishes.

Inspection Procedures: On receipt of a request for review of completed work, the Project Manager will either proceed with observations or advise the Prime Contractor of unfilled requirements. The Project Manager will prepare the Certificate of Substantial Completion following review(s), or advise the Prime Contractor of construction that must be completed or corrected before the certificate will be issued.

The Project Manager with the Architect will review completed work when reasonably requested and assured that the Work has been substantially completed.
Completion of all work found to be acceptable under the conditions of the contract and according to the Contract Documents will form the basis of requirements for final acceptance.

FINAL ACCEPTANCE:

Preliminary Procedures: Before requesting final review of completed work for certification of final acceptance and final payment complete the following. List exceptions in the request. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

Submit an updated final statement accounting for final additional changes to the Contract Sum.

Submit a certified copy of the Architect's final observation checklist of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
Submit consent of surety to final payment.

Submit a final liquidated damages settlement statement.

Subsequent Review of Completed Work: The Project Manager will observe the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Project Manager and Architect.

Upon completion of all work found to be acceptable under the Contract and according to the Contract Documents, the Architect will prepare a certificate of final acceptance, or advise the Prime Contractor of Work that 18 incomplete or of obligations that have not been fulfilled but are required for final acceptance.

If necessary, subsequent observation(s) will be repeated.

RECORD DOCUMENT SUBMITTALS:

General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive 'location; provide access to record documents for the Architect's/Project Manager's reference during normal working hours.

Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown. Mark whichever drawing is most capable

of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. **Give particular attention to concealed elements that would be difficult to measure and record at a later date**.

Indicate the location of all underground piping, conduits or infrastructure.
Indicate all revisions to construction documents that relate to location or routing.
Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
Note related Instruction Bulletin or Change Order numbers where applicable.
Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

Indicate invert elevations of pipe below grade or floor line, plugged wyes, tees, caps, manholes; exact locations and sizes of piping, valves, conduit, junction or pull boxes; and all other pertinent data, and similar *items* required for maintenance and repair service.

All such work shall be indicated by measured dimension to building comers or other permanent monuments, indicating its exact location in the concrete slabs or underground. Such drawings shall be made to scale.

Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

Upon completion of the Work, submit record Specifications to the Project Manager for the Owner's records.

Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work, which cannot otherwise be readily discerned later by direct observation. Noted related Instruction Bulletins or Change Orders and mark-up of record drawings and Specifications.

Upon completion of mark-up, submit complete set of record Product Data to the Project Manager for the Owner's records.

Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Prime Contractors will meet at the site with the Project Manager and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes.

Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete

miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Project Manager for the Owner's records.

Maintenance Manuals: Organize operating and maintenance data into suitable sets of

manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

Table of Contents
Description of System
Detailed Operating & Maintenance instructions
Index to manufacturers literature
Copies of posted instructions
Emergency instructions
Spare parts list
Copies of warranties
Wiring diagrams
Recommended "turn around" cycles
Inspection procedures
Shop Drawings and Product Data
Fixture lamping schedule

The description of systems and general operating instructions for plumbing and electrical manuals may cover only complicated or unusual parts of these systems, such as sewage ejectors, transformers, high tension switchgear and signal and alarm systems. Manufacturer's literature and data shall be that of the actual equipment installed under contract for the particular facility. Further guidance is available in the ASHRAE guide and Data Book, 1970, Systems Volume, Chapter 39, Operation and Maintenance.

The preparation of operating and maintenance manuals posted instructions arid instructions for training personnel in operating and maintaining equipment installed in the building shall be the responsibility of the Prime Contractor.

Final Submittal: Not less than 30 days prior to completion of the project or actual start of operation (and instruction period, whichever is earlier), the Architect will be furnished four (4) complete sets of manuals for distribution after acceptance as follows:

One set including the original and reproducible copy of posted operation instruction to the Architect.

One (1) set to the Prime Contractor to be used for instruction purposes and turned over to the operating engineer in charge after completion of instruction.

Two (2) sets to the Owner.

Scope: A separate manual or separate chapter will be prepared and submitted for each of the following classes of equipment or systems included in a project or as otherwise specified.

Heating Plants
Cooling Plants
Air Conditioning Systems
Heating Systems if separate from air conditioning
Ventilating Systems
Exhaust Systems
Control Systems
Plumbing Systems
Fire Protection
Electrical Systems

PART 2 - PRODUCTS (Not. Applicable)

PART 3 - EXECUTION

CLOSEOUT PROCEDURES

Posted Instructions: Operating instructions and diagrams shall be prepared for posting near the equipment. Instructions shall be framed and mounted by the Prime Contractor.

Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel at the job to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

Maintenance manuals
Record documents
Spare parts and materials
Tools
Lubricants
Identification systems
Control sequences
Hazards
Cleaning
Warranties and bonds
Maintenance agreements and similar continuing comments

As part of this instruction for operating equipment demonstrate the following procedures:

Start-up
Shut-down
Emergency operations
Noise and vibration adjustments
Safety procedures
Economy and efficiency adjustments.

FINAL CLEANING:

General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

Cleaning: The Prime Contractor for final cleaning shall employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.

Remove labels that are not permanent labels.

Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision - obscuring materials. Replace chipped or broken glass an¢. other damaged transparent materials.

Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances.

Restore reflective surfaces to their original reflective condition.

Leave concrete floors broom clean. Remove all oil or other miscellaneous stains from concrete floors.

Vacuum carpeted surfaces.

Wipe surfaces of mechanical and electrical equipment.

Remove excess lubrication and other substances.

Clean plumbing fixtures to a sanitary condition.

Clean light fixtures and lamps.

Thoroughly sweep, rake and clean all roof surfaces all roofing and sheet metal and other debris, all visible paper labels.

Entire site, to within 50 feet of any construction accomplished under this contract shall be handraked clean of all debris (i.e., chunks of plaster, paper, rock, etc.)

Remove all stains, marks, asphalt and paint from all curbs, walks, and redwood headers. If stains and marks cannot be removed by normal cleaning procedure, the Contract shall, at his expense, use water blast (2,000 psi) technique.

Removal of Protection: Each Prime Contractor shall remove temporary protection and facilities installed for the protection of the Work during construction.

Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

CONTINUING INSPECTIONS:

General: Except as otherwise required by specific warranties, agreements to maintain, workmanship / maintenance bonds, and similar continuing commitments, comply with Owner's request to participate in inspections at end of each time period of such continuing commitments. Participate in general inspection of the work approximately one year beyond date(s) of completion.

END OF SECTION - 01700

SECTION 01735

SELECTIVE DEMOLITION

PART 1- GENERAL

1.1 SUMMARY

A. Section includes:

1. Selective demolition, dismantling, cutting and alterations as indicated, specified, and necessary for the completion of the Contract.
2. Rerouting or offsetting existing utilities, such as piping, ducts, conduit and wiring.
3. Removing demolished materials not indicated to be salvaged, from the site.
4. Preparation and cleaning of surfaces as required to install new work and finishes.
5. Patching, repairing and finishing existing items to remain to the specified condition with an invisible transition, under normal lighting conditions at the site, between new and existing.
6. Protection of work to remaining.

B. Related work:

1. Division 2 for site demolition and clearing.
2. Divisions 15 and 16 for disconnecting, cutting and capping utilities.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

A. Protection:

1. Do not begin demolition until temporary partitions, barricades, warning signs and other forms of protection are installed.
2. Protect utilities and existing improvements that are not to be removed from injury or damage resulting from the Contractor's operation. Replace damaged improvements and utilities in kind.
3. During demolition provide safeguards, including warning signs and lights, barricades, and the like, for protection of the public, Contractor's employees and existing improvements to remain.

B. Noise control: Refer to other Sections of Division One.

1. Exercise caution and care to prevent generation of unnecessary noise.
2. Keep noise levels to the minimum possible.

3. Discontinues noise producing operations, when requested by the District, and reschedule at a mutually acceptable time.

C. Dust control: Control dust at all times.

1. Provide dust-tight partitions to prevent dust escaping into other parts of the building where demolition is not in progress, as specified in other Sections of Division One.

2. Assume liability for claims related to flying dust caused by this work.

D. Water control:

1. Control the use of water to prevent damage to the existing facility and improvements to remain. Provide wet vacuum equipment where water, such as waste cooling water from concrete sawing, is used in and adjacent to existing building.

2. Provide impermeable floor coverings and suitable dams to prevent damage by water, and immediately clean-up and remove surplus water, and water spilled in non-working areas.

3. Assume liability for claims related to water seepage and leakage caused by this work.

E. Security: Coordinate security with the District; refer to Section 01500.

1. Take necessary precautions to keep trespassers out of demolition areas.

2. Properly secure demolition areas from entry when demolition is not in progress but do not block required exitways.

F. Safety:

1. If at any time the safety of existing construction appears to be endangered, take immediate measures to support such endangered construction; cease operations and immediately notify the Architect.

2. Do not resume demolition until Architect's instructions are received.

3.2 DEMOLITION

A. Existing conditions:

1. Intent of Drawings is to show existing conditions with information developed from field surveys and to generally show the extent and type of demolition required.

2. Make a detailed survey of existing conditions prior to commencing demolition, and report discrepancies or conflicts between Drawings and actual conditions in writing to the Architect for clarifications and instructions.

3. Do not proceed where such conflicts or discrepancies occur prior to receipt of Architect's instructions.

B. The Contractor shall be fully responsible for the adequacy and installation of temporary shoring and bracing systems used during demolition.

C. Demolition shall be performed by skilled and properly equipped personnel.

D. Remove existing construction only to the extent necessary for the proper installation of new construction and junction with existing materials. Cut back finished surfaces to straight, plumb or level lines as required.

E. If unanticipated conditions which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict.

1. Submit report to Architect in written, accurate detail.

2. Pending receipt of directive from Architect, rearrange demolition schedule as necessary to continue overall job progress without delay.

F. Where openings are cut oversize or in improper location, replace to excess removed material, to the Architect's satisfaction, at no additional cost to the District.

G. Coordinate demolition with other trades to assure the proper sequence, limits, methods and time of performance. Schedule demolition so as to impose a minimum of hardship on the present operation of the facilities and the performance of the work of other trades.

H. Whenever possible use small hand or small power tools designed for sawing or grinding; whenever possible avoid the use of tools with a hammering and chopping motion. Cut through finished surfaces from the exposed or finished side into concealed surfaces.

I. In general remove materials as follows:

1. Portland cement concrete:

a. Locate and identify reinforcing bars in concrete prior to drilling and cutting, and protect structural integrity of existing work.

b. Use removal methods that will not crack or structurally affect adjacent concrete constructions.

c. Cut back concrete to clean, straight lines by saw cutting a minimum of 1-inch deep; remainder of concrete may be jack-hammered.

d. Where indicated and where it will not weaken the structure, cut off reinforcing bars flush with the face of the concrete.

e. Where existing reinforcing bars are shown to be bonded into new concrete or masonry use caution not to bend or otherwise damage them while removing concrete cover. Protect existing rebar from corrosion until new concrete is cast.

f. Where new concrete topping or cementitious setting bed will be cast on existing slabs, scarify or scab the surface to a profile of 1/4 -inch to provide a mechanical bond with topping or setting bed.

2. Masonry: Cut back to joint lines and remove old mortar without damaging units to remain to allow space for repairs to backing where applicable.

3. Modular materials:

a. Remove to a natural breaking point in whole units to a joint line with no damaged or defective unit remaining where joining new construction.

b. After removing flooring materials, clean substrates of old cement and adhesive.

4. Gypsum board: Remove to a joint line on a support.

5. Lath/plaster:

a. Saw cut plaster, but not lath and weather barrier (paper backing), cleanly.

b. Leave at least 2 -inch of lath. exposed to tie into new lath, where applicable.

c. Leave sufficient undamaged weather barrier exposed to create a watertight, by proper lapping, joint with the new weather barrier or flashing.

J. Materials not mentioned to be removed that interfere with new construction, except where structural integrity of the assembly is at risk, shall be cut to clean cut lines to provide for proper interface with new construction, or patching and repair, as required.

3.3 SALVAGE

A. Title to materials:

1. Except where indicated or specified otherwise, materials and equipment removed and not reused shall become the property of the Contractor and shall be removed from the site.

2. The District will not be responsible for the condition or loss of or damage to, such property after notice to proceed.

3. Material and equipment shall not be viewed by prospective purchasers or sold on the site.

B. Remove items to be reused, clean and store in a protected location until re-installed or turned over to the District.

3.4 PATCHING

A. Patch materials to remain when damaged by demolition. Finish material and appearance of the patch or repair shall match the existing contiguous materials and finishes in all respects, as approved by the Architect.

1. Restore surfaces of existing building to original condition where damaged due to work of this Contract or due to insufficient protection. Pay for repair of damage to contents.

3.5 CLEAN-UP/DISPOSAL

A. Debris, waste, and removed materials, other than items to be salvaged, are Contractor's property for legal disposal off the site.

B. Continuously clean-up and remove- these items and do not allow to accumulate in the building and on the site. Refer to Section 01740 for additional requirements on this subject.

END OF SECTION - 01735

SECTION 01740

CLEANING

1. PART 1 GENERAL
   A. SECTION INCLUDES
      1. Cleanup during construction of the building before acceptance by the District. Each contractor will be responsible for cleanup of their work and legal disposal and haul away of their debris offsite.

   B. RELATED DOCUMENTS
      1. The Conditions of the Contract and other sections of Division 1 apply to this section as fully as if repeated herein.

2. PRODUCTS
   A. MATERIALS
      1. Use cleaning materials which will not create hazards to health or property and which will not damage materials. Use cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned. Use cleaning material only on surfaces recommended by the cleaning material manufacturer.

3. EXECUTION
   A. CLEANUP DURING CONSTRUCTION
      1. It is required that the entire project be kept in a neat and orderly condition, and the Construction Manager may, at any time during construction, order a general cleanup of the site as a part of the work.
      2. Dispose of waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Bury no such waste material and debris on the site. Burning of trash and debris on the site will not be permitted.
      3. Location of dump for trash and debris and length of haul is the Contractor's responsibility.
      4. If any contractor has not substantially commenced their clean-up operations as required by the Construction Manager within 24 hours after receiving a fax notice from the Construction Manager, the District may without further notice to Contractor, commence said clean-up at the Prime Contractor's cost. All costs incurred as a result of the District's clean-up on behalf of the Contract shall be deducted from the Contractor's contract price by unilateral change order. In the event the District's clean-up involves debris of more than one prime contractor of the District, the Construction Manager shall make a determination as to the percentage owed by each contractor and this determination shall be final & binding to all contractors involved. Although it is understood by all parties that the District has the right to clean-up the debris of any contractor after giving said contractor 24 hour fax notice, it is NOT the District's obligation to do so. The sole responsibility & liability of debris on the site remains that of the contractor generating same.

5. **Five percent (5%) of each Contractor's bid will automatically be held in abeyance within their "contract schedule of values" for clean-up. If, in the Construction Manager Superintendent's opinion, the Contractor is maintaining a clean project, a pro-rata share of this clean-up budget will be paid monthly to the Contractor in accordance with their approximate aggregate percentage of completion of the project. If the Contractor fails to heed written directives to clean-up during the course of the project, the work will be done at the Contractor's expense and a unilateral deductive change order will be written against their contract with the District for all costs incurred by the District for the clean-up. THE ESTABLISHMENT OF THIS FIVE PERCENT (5%) BUDGET FOR CLEAN-UP IN NO WAY LIMITS THE COST TO THE CONTRACTOR FOR MAINTAINING A CLEAN PROJECT.** In the event that the Contractor's failure to maintain a clean project causes or contributes to an accident or property damage, neither the District, Construction Manager, or any of their respective employees shall be held responsible or liable for damages because of their failure to clean-up the Contractor's debris, materials, tools, or equipment.

END OF SECTION

SECTION 02820
CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Galvanized steel chain link fence framework, fabric, and accessories.

B. Gates and supporting hardware.

C. Windscreen

1.2 SUBMITTALS

A. Product Data: Manufacturer's technical data, specifications, and installation instructions for fence and gate posts, fabric, gates, accessories.

B. Shop Drawings: Indicate plan layout of gates, each post, and details of hardware anchorage, gate swing, hardware and accessories.

1.3 REFERENCES

A. American Society for Testing and Materials (ASTM).

B. Chain Link Fence Manufacturers Institute (CLFMI).

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with not less than three years of documented experience.

PART 2 - PRODUCTS

2.1 GALVANIZED STEEL FENCING

A. Acceptable Manufacturers:

1. Allied Tube and Conduit Corp.
2. American Chain Link Fence Company.
3. American Tube Company.
4. Anchor Fence, Inc.
5. Capitol Wire and Fence Co., Inc.
6. Century Tube Corp.
7. Cyclone Fence Div./USX Corp.
8. Master Halco Inc.

B. Steel Chain Link Fabric: Comply with Chain Link Fence Manufacturers Institute (CLFMI) Product Manual. Furnish one-piece fabric widths up to 12 feet high. Wire size includes zinc coating.

1. Size: 1 ¾-inch mesh opening, 0.148-inch diameter (9 gage) wire.

2. Galvanized steel finish: ASTM A817, Type 2, Class 1 or Class 2, zinc-coated (galvanized), with not less than 2.0 oz. zinc per sq. ft. of uncoated wire surface on wire coated before weaving (Class 1) or not less than 2.0 oz. zinc per sq. ft. of uncoated wire surface on wire of fabric coated after weaving (Class 2), as determined from the average of two or more samples and not less than 1.8 oz. zinc per sq. ft. of uncoated wire surface for any individual sample.
3. Fabric Selvage: Knuckled at bottom and top selvage.

C. Steel Framework: For posts, rails, braces, and gate frames, galvanized steel, 1-1/4 inch NPS (1.66-inch OD) Type I or II steel pipe. Conform to strength requirements of ASTM A53. Fencing height shall be as indicated on the Drawings.

D. Steel Framework, Round Pipe: Straight, true to section, material, and sizes specified.

1. Type I Pipe: Hot-dipped galvanized steel pipe conforming to ASTM F1083, plain ends, standard weight (schedule 40) with not less than 1.8 oz. zinc per sq. ft. of surface area coated.
2. Type II Pipe: Manufactured from steel conforming to ASTM F1083, Grade D, cold formed, electric welded with minimum yield strength of 50,000 psi and triple coated with minimum 0.9 oz. zinc per sq. ft. after welding, a chromate conversion coating and a clear polymer overcoat. Corrosion protection on inside surfaces shall protect the metal from corrosion when subjected to the salt spray test of ASTM B117 for 300 hours with the end point of 5 percent Red Rust.
3. Steel pipe weights: Conform to the following weights per foot.

NPS in inches	Outside Diameter (OD) in inches	Type I Steel	Type II Steel
1	1.315	1.68	1.35
1-1/4	1.660	2.27	1.84
1-1/2	1.900	2.72	2.28
2	2.375	3.65	3.12
2-1/2	2.875	5.79	4.64
3	3.500	7.58	5.71
3-1/2	4.000	9.11	6.56
4	4.500	10.79	----
6	6.625	18.97	----
8	8.625	28.55	----

E. End, Corner, and Pull Posts:

1. For fabric height up to 6 feet: 2.375-inch OD Type I or II steel pipe, 2-inch square galvanized steel tubing weighing 2.60 lb. per lin. ft., or 3.5-inch by 3.5-inch roll-formed sections weighing 4.85 lb. per lin. ft.

2. For fabric height from 6 feet to 13 feet: 2.875-inch OD Type I or II steel pipe, 2.50-inch- square steel tubing weighing 5.10 lbs. per lin. ft., or 3.5-inch by 3.5-inch roll-formed sections weighing 4.85 lbs. per lin. ft.
3. For fabric height over 13 feet: Conform to CLFMI Published Standards.

F. Line or Intermediate Posts:

1. For fabric height up to 6 feet: 1.90-inch OD Type I or II steel pipe, 1.875-inch by 1.625-inch C section weighing 2.28 lb. per lin. ft., or 2.25-inch by 1.70-inch galvanized steel H section weighing 3.26 lb. per lin. ft.
2. For fabric height from 6 feet to 13 feet: 2.375-inch OD Type I or II steel pipe, 2.25-inch by 1.70-inch C section weighing 2.70 lbs. per lin. ft., or 2.25-inch by 1.70-inch galvanized steel H section weighing 3.26 lb. per lin. ft.
3. For fabric height over 13 feet, conform to CLFMI Published Standards.

G. Gate Posts: Provide posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

1. For fabric height up to 6 feet: 2.875-inch OD Type I or II steel pipe, 2.50-inch square galvanized steel tubing weighing 5.10 lbs. per lin. ft., or 3.5-inch by 3.5-inch roll-formed sections weighing 4.85 lbs. per lin. ft.
2. For fabric height over 6 feet to 13 feet: 4.00-inch OD Type I or II steel pipe.

H. Post Brace Assembly: Manufacturer's standard adjustable brace at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric.

1. Use same material as top rail for brace, and truss to line posts with 3/8-inch diameter rod and adjustable tightener.
2. Provide manufacturers standard galvanized steel or cast iron or cast aluminum cap for each end.

I. Top Rail: Manufacturer's longest lengths, with expansion-type couplings, approximately 6-inches long, for each joint. Provide means for attaching top rail securely to each gate corner, pull, and end post.

J. Center Rail: Same material as top rail. Provide manufacturer's standard galvanized steel or cast iron or cast aluminum cap for each end.

K. Post and Line Caps: Provide weathertight closure cap for each post. Provide line post caps with loop to receive tension wire or top rail.

2.2 CHAIN LINK FENCE FITTINGS AND ACCESSORIES

A. Tension Wire: 6-gage, 0.177-inch diameter metallic-coated steel marcelled tension wire conforming to ASTM A824 Type II zinc coated (galvanized) steel wire with finish to match fabric. Tensile strength shall be 75,000 PSI.

B. Tie Wires: 12-gage (0.106-inch diameter) galvanized steel with a minimum of 0.80 oz. per sq. ft. of zinc coating of surface area in accordance with ASTM A641, Class 3 or 9-gage (0.106-inch diameter) aluminum wire alloy 1100-H14 or equal, to match fabric core material.

C. Tension and Brace Bands: Minimum 3/4-inch wide hot-dip galvanized steel with minimum 1.2 oz. zinc coating per sq. ft. of surface area.

1. Tension Bands: minimum 14 gage (0.074-inch) thick.
2. Tension and Brace Bands: Minimum 12 gage (0.105-inch) thick.

D. Windscreen: Collins Company, Fullerton Ca. (714) 870-9779

1. Windscreen Fabric: Closed mesh weave of 30 warp by 16 fills per square inch.
2. Fiber: 5.6 ounce per square yard polypropylene fiber.
3. Shade Factor: 78 percent
4. Tensile Strength: 360 pounds for warp and 190 pounds for fill, when tested according to ASTM D1682, grab method.
5. Tear Strength: 110 pounds for warp and 70 pounds for fill, when tested according to ASTM D2263, trapezoidal method.
6. Fabric Fabrication: Reinforce hems and seams with 2 ¾-inch black polypropylene folded binding tape, with tensile strength of 300 pounds. Provide center reinforcing tape in addition to reinforced perimeter hems and panel seams. Sew hems and seams with UV light resistant polyester thread. Provide 9/32-inch brass grommets spaced at 12-inch on center in perimeter hems and center reinforcing tape.

E. Other Fencing Accessories: Provide other pressed steel or cast iron accessories and fencing items necessary for a complete installation as required by Project conditions and as recommended by fencing manufacturer.

2.3 GATES

A. Fabricate perimeter frames of gates from metal and finish to match fence framework. Assemble gate frames by welding. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories with additional horizontal and vertical members to insure proper gate operation.

B. Use same fabric as for fence, installed with stretcher bars and bands at vertical edges and at top and bottom edges.

C. Install diagonal cross bracing consisting of 3/8-inch diameter truss rods with drop forged steel turnbuckles where necessary to insure frame rigidity without sag or twist.

D. Swinging Gates: Meet the requirements of ASTM F900.

1. Gate leaves over 6 feet high, fabricate of one of the following:

   a. Type I Steel Pipe: 1.90 inch O.D. weighing 2.72 pounds per lineal foot.
   b. Type II Steel Pipe: 1.90 inch O.D. weighing 2.28 pounds per lineal foot.

2. Gate Hardware: Meet the requirements of CBC 1003.3.2.

   a. Hinges: Manufacturer's standard non-lift-off type, offset to permit 180 degree gate opening.
   b. Latch: Fork type to permit operation from either side of gate by means of lever handle, and including padlock eye as integral part of latch or weld a long rod to fork to reduce grasping and pressure to operate. Latch shall be mounted 40 inches above finish grade. Comply with California Fire Code (CFC) Article 1208.

c. Hardware shall comply with local Fire Authority, California Building Code (CBC) Title 24, Article 1003.3.2, and California Fire Code (CFC) Article 1208.

1) Hardware shall be operable with single effort lever-type hardware, or other hardware designed to provide passage without grasping or twisting.

d. Double Gates: Provide gate stops set in concrete to engage center drop rod or plunger bar. Include locking device and padlock eyes as integral part of latch, permitting both gate leaves to be locked with single padlock.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install fence in compliance with ASTM F567 and chain link fence manufacturer's instructions and recommendations.

B. Fastening: Fasten all fence and gate hardware secured in place by peening or welding to allow proper operation of components, but to prevent disassembly of fencing or removal of gates. Fastenings, hardware, and all other connections which have been peened or welded, shall be covered with a heated re-galvanizing alloy.

C. Brace and frame fence sections in accordance with fencing manufacturer's instructions.

D. Fabric Installation: Install fabric on security (outside) side of posts. Fasten fabric to tension wires with 11-gage hog rings of same material and finish as fabric wire, spaced maximum 24-inches o.c. Leave approximately 2 inches between finish surface and bottom of selvage.

E. Gates: Install gates plumb, level and secure. Install as recommended by fence manufacturer. Adjust hardware for smooth operation and lubricate as required.

F. Adjust fabric for rigid installation. Tighten hardware, fasteners, and accessories. Bend ends of tie wires to preclude snagging.

G. Remove excess and waste materials from Project site.

END OF SECTION

SECTION 09900
PAINTING & COATINGS

PART 1 -GENERAL

1.01 SECTION INCLUDES

A. Surface preparation for painting of existing painted concrete retaining wall and concrete slab south of retaining wall for game line striping.
B. Priming and finish painting of existing concrete retaining wall and game line striping south of retaining wall.
C. College Logo on the North facing elevation of the concrete retaining wall.

1.02 SCOPE OF WORK

A. Properly prepare, patch and repaint (both sides) of the concrete retaining wall at the south end of the tennis courts. The south facing elevation shall be painted to match the existing configuration which simulates a tennis court and net. Properly prepare and repaint the existing game line stripings that mimic a half tennis court configuration with the net being the concrete retaining wall.

1.03 SUBMITTALS

A. Product Data: Submit materials list for all paint products. For substitute products, submit full product technical data, including certification of conformance to air quality regulations.
B. Manufacturer's Technical Data Sheets: Indicate VOC content.
C. Color Samples:
    1. Verification samples: After preliminary review and selection, and for colors specified or indicated on Drawings, prepare field mock-up samples for review.
    2. Mock-Up: Prepare, prime and paint a minimum 18-foot wide by full building height sample panel of selected exterior paint finishes. Location of mock-up to be selected by Architect as most representative of color variations occurring on building. Mock-up which may require up to 2 changes of color before approval by Architect, will serve as basis of color and quality by which subsequent painting work will be judged. The mock-up may be incorporated into the Work.
D. Operation and Maintenance Data
    1. Coatings: Preprinted cleaning and maintenance instructions for all coating systems shall be provided.
E. Closeout Submittals

1.04 QUALITY ASSURANCE

A. Reference: Refer to ASTM DI6 -Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products for definitions of terms used in this Section. Applicator Qualification: Company specializing in application of quality paints and coatings, with three years documented experience.
B. Regulatory Requirements: Conform to California Air Resources Board (CARB), and South Coast Air Quality Management District (SCAQMD) and other applicable local air quality regulations for products and application.

C. Application Conditions, General:
    1. Comply with requirements specified herein except comply with manufacturer's requirements and recommendations if more stringent.
    2. Substrate Condition: Dry .
    3. Wind and Drafts: Minimal only, no direct air movement across surface being painted.
    4. Dust: Do not paint under dusty conditions. Remove dust from substrate before painting. Do not allow dust to adhere to wet surface.
D. Exterior Application Conditions:
    1. Do not apply exterior coatings during rain, fog or freezing conditions, or when relative humidity is above 50 percent, unless permitted by manufacturer's instructions and recommendations.
    2. Exterior Substrate Temperature: Minimum 40 degrees F to maximum 80 degrees F.
E. Application Temperatures:
    1. Water-Base Paints: Apply water-base paint at interior between 45 and 90 degrees F ambient temperature. Apply water-base paint at exterior between 50 and 90 degrees F ambient temperature.
    2. Solvent-thinned paints: If used, apply solvent-thinned paint between 45 and 95 degrees F.

1.05 SPRAY PAINTING

A. Coordinate spray painting operations with surrounding Work. Protect items not being painted from overspray.

B. Comply with local trade practices and regulatory requirements.

Contractor shall solely be responsible for use of spray equipment.

1.06 DELIVERY, STORAGE AND HANDLING

A. Delivery, Storage and Handling, General: Deliver, store and handle products in accordance with requirements of Section 01 60 00 -Product Requirements and in conformance to applicable air quality and safety regulations.

B. Delivery: Deliver products to site and keep in sealed and labeled containers until ready for use. Label containers with manufacture’s name, type of paint, brand name, brand code, air quality regulation certification, coverage rate, surface preparation requirements, dying time, cleanup, color designation, and instructions for mixing and reducing.

C. Storage: Store paint materials at minimum ambient temperature of45 degrees F and a maximum of90 degrees F, in well ventilated area and in accordance with applicable fire and air quality regulations. Comply with manufacturer's instructions and recommendations if more stringent. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.07 EXTRA STOCK

A. Provide an extra stock equaling 2 percent of each color, type and gloss of paint used in the Work, but not less than 1 gallon nor more than 5 gallons of each.

1.08 WARRANTY

A. In addition to the warranty and correction of work requirements of the General Conditions, warrant painting and finishing against peeling, fading, cracking, blistering, or crazing for a period of 1 year from the date of "Notice of Completion". The written warranty shall include materials and labor. The warranty shall be signed by the paint manufacturer, the painter and the Contractor.

PART 2 -PRODUCTS

2.01 PAINT MATERIALS

A. Acceptable Manufacturers:
   1. Dunn-Edwards Corporation: www.dunnedwards.com;LosAngeles.CA (888) 337-2468.
   2. Frazee Paint and Wallcovering: www.frazeepaint.com;SanDiego.CA (local representative, Anaheim, CA (714) 278-0288.
   3. Glidden Professional (Formerly ICI Paint): www.gliddenprofessional.com; Local representative (909) 509-1402.
   4. Sherwin-Williams Co.: www.sherwin-williams.com; Cleveland, OH (216) 566-2000 or (800) 524-5979; John Dumesnil,local representative, (619) 665-934l.
   5. Vista Paint Corporation: www.vistapaint.com;Fullerton.CA (714) 680-3800.
   6. Carboline Corp. www.carboline.com;DistributedbyVistaPaint.Fullerton, CA (714) 680-3800.
   7. Rustoleum Co.: www.rustoleum.com; Distributed by Vista Paint, Fullerton CA (714) 680-6800.
   8. Tnemec, Inc.: www.tnemec.com;Compton.CA(310) 637-2363.
   9. Valspar: www.valsparwood.com; Distributed by Vista Paint, Fullerton CA (714) 680-3800.
   10. Substitutions: See Section 01 6000 -Product Requirements.

B. Acceptable Products:
   1. Use only interior paints and coatings that meet VOC requirements of CHPS low emitting materials credit. Acceptable products are listed in the CHPS website (www.chps.net/manuai/lem_table) and MPI Green Approved Green Approved Products List, available at www.specifygreen.com. Unless otheIwise specified in the Paint Schedule, acceptable products include the following or equal:
   2. System Coating Types:
      a. Organic Zinc Primer: 1) Vista Paint/Carboline Corp.; Carbozinc 859 VOC 2) Vista Paint Ameron Amercoat 68 HS VOC 3) ICI Devoe; Catha-Coat 303V 4) Sherwin-Williams Co.; Zinc Clad IV *B69A8/B69V8* 5) Tnemec, Inc.; 90-94 Tneme-Zinc
      b. Galvanized Metal Primer: 1) Dunn-Edwards Corp.; W715 Ultra Grip 2) Frazee Paint Co.; 561 AClylic Metal Prime 3) ICI Paint; 4020 Devflex Low-VOC Universal Primer 4) Sherwin-Williams Co.; ProCryl AClylic Metal Primer B66-31 0 5) Vista Paint; 4800 Metal Prime

c. Ferrous Metal Primer: 1) Dunn-Edwards Corp.; W715 Ultra Grip 2) Frazee Paint Co.; 561 AClylic Metal Prime 3) ICI Paint; 4020 DevflexLow-VOC Universal Pimer 4) Sherwin-Williams Co.; ProClyl Acrylic Metal Primer B66-31 0 5) Vista Paint; 4800 Metal Prime
d. Plaster Primer/Sealer: 1) Dunn-Edwards Corp.; W63l5 Flex Prime 2) Frazee Paint Co.; 169 Primero 3) ICI Paint; 3210 Gripper 4) Sherwin-Williams Co.; PrepRite ProBlock Primer B51 W20 5) Vista Paint: 4000 Uniprime
e. Intermediate Metal Undercoat -Exterior: 1) Dunn-Edwards Corp.; W715 Ultra Grip 2) Frazee Paint Co.; 561 AClylic Metal Prime 3) ICI Paint; 4020 Devflex Low-VOC Universal Primer 4) Sherwin-Williams Co.: ProClyl Acrylic Metal Primer B66-31 0 5) Vista Paint: 4800 Metal Prime
f. Actylic Enamel Undercoat -Interior: 1) Dunn-Edwards Corp.; Unikote W707 2) Frazee Paint Co.; 065 ActyPrime 3) ICI Paint; 3210 Gripper 4) Sherwin-Williams Co.; PrepRite ProBlock Primer B51 W20 5) Vista Paint: 4000 Uniprime
g. 100% Acrylic Enamel-Non Blocking -Semi-Gloss -Intet10r: 1) Dunn-Edwards Corp.; Permasheen W901E 2) Frazee Paint Co.; 124 Mirro Glide SG 3) ICI Paint; 1407 Dulux Ultra Semi-Gloss 4) Sherwin-Williams Co.; Pro Industrial Zero VOC Actylic Semigloss B66-600 5) Vista Paint: 8400 Carefiee Semi-Gloss
h. 100% Acrylic Latex Enamel -Eggshell -Interior: 1) Dunn-Edwards COlp.; Pennashell W940E 2) Frazee Paint Co.; 023 Encore 3) ICI Paint; 1403Dulux Pro Premium Eggshell Interior Wall and Trim 4) Sherwin-Williams Co.; ProMar 200 Zero VOC Eg-shel B20-2600 5) Vista Paint: 8300 Carefree Eggshell
i. 100% Actylic Latex Enamel -Semi-Gloss -Interior: 1) Dunn-Edwards Corp.; W901E Permashell 2) Frazee Paint Co.: 124 Mirro Glide SG 3) ICI Paint; 1407 Dulux UltraSemi-Gloss Interior Wall and Trim 4) Sherwin-Williams Co.; ProMar 200 Zero VOC Semigloss B31-2600 5) Vista Paint: 8400 Carefree SG
j. Gypsum Board Primer for Epoxy Finish: 1) Frazee; 0610701 Aqua Seal II 2) ICI Paint; Gripper No. 3210, Waterborne Primer 3) Sherwin Williams Co; ProGreen Primer B28W600 4) Vista Paint; 4000 Uniprime
k. Epoxy Paint, Satin Finish, for Toilets and Healthcare: 1) Vista Paint AmeroniAmerlock 2 VOC 2) ICI Paint; Tru-Glaze No. 4418, Waterborne Acrylic Epoxy and No. 4429-9999 Satin Converter. 3) Sherwin Williams Co; Prolndustrial Zero VOC WB Epoxy B73-300 4) Vista Paint; Carboline -Carboguard 890 VOC
l. Game Line Striping Paint: 1) Dunn-Edwards W801 Vin-L-Stripe Paint 2) Frazee 502 Traffic Line Paint Vinyl
m. Paints, Stains and Special Coatings: See PART 3, SCHEDULE, following for specific primers and finish paints, stains and special coatings.
n. Primers and Undercoats: Provide primers and other undercoat paint produced by same manufacturer as finish coats.

2.02 MISCELLANEOUS MATERIALS

A. Thinners, General: Use only thinners approved by paint manufacturer, and use only within recommended limits.

B. Oil-based Thinner: Volatile mineral spirits, FS-TT -T -2912.

C. Acrylic-based Product Thinner: Clear, potable water, free from materials detrimental to paint performance.

D. Putty: Acrylic, fast-drying, low shrinkage.

E. Painter's Caulk: Joint filler, acrylic-based.

2.03 COLORS

A. Paint Colors:

1. Provide factory mixed paint, colors modified in field only under direction of Architect.
2. Provide colors as indicated on Drawings or, if not indicated, as selected by Architect.
3. Tint undercoats and primer slightly different than following coats.

B. Color Selection: Cooperate by supplying selection and presentation chips from which to make selection.

PART 3 -EXECUTION

3.01 EXAMINATION OF EXISTING PAINTED SURFACES

A. Examine existing painted surfaces and conditions, with the paint removal contractor and the paint applicator present, under which existing paint will be prepared for compliance with paint application requirements. Notify Owner if presence of lead based paint is determined or suspected. Do not proceed with paint removal until removal procedure determined.

B. Existing Painted Surface Preparation:

1. All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil mildew, wax efflorescence and other contaminants.
2. Remove all loose, peeling or chalky paint by sanding, wire brushing, scraping, high-pressure washing or other appropriate methods.
3. Remove all coatings on materials where noted to strip, or words to that effect. Removal shall include any method required to strip all coatings back to base material.
4. Repair all cracks, holes and other imperfections with a suitable patching material. Repaired surfaces shall match the surrounding surface texture. If efflorescence exists, remove all noticeable deposits and prime the entire surface.
5. Glossy painted surfaces shall be dulled to provide a roughened surface for good adhesion and spot-primed.

C. Existing Painted Surfaces with a build-up of multiple coats of paint that cannot be feathered out to be indistinguishable shall be treated with an appropriate finish/filler material that is compatible with the substrate and the primer. The application of the finish/filler material shall be such that the new coating over existing sound paint and finish/filler material is indistinguishable to the naked eye under normal viewing conditions, distances and lighting. Test the quality of work by observation from a distance of 5 to 10 feet and at angles relative to the surface ranging from 90 degrees to 45 degrees.

D. Upon completion of paint removal and surface preparation, again examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
    1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
    2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

E. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
    1. Notify the Owner about anticipated problems using the materials specified over substrates primed by others or over existing substrates that may be incompatible or unserviceable.

3.02 PREP ARA TION

A. Examination: Examine substrate for conditions that may adversely affect finish application durability and appearance. Do not proceed until defects are corrected. Proceeding will be interpreted to mean that substrate conditions were acceptable.

B. Masking and Covering: Exercise care not to deface adjoining Work. Use suitable clean cover cloths or other approved protection materials to cover adjoining Work. Mask small items and edges to prevent and control paint coverage.

C. Cleaning, Impervious Surfaces: Wash surfaces with mild detergent solution. Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

D. Patching and Sanding, General: Correct minor surface defects. Major defects shall be repaired by replacement.

E. Concrete: Remove soiling, salt and alkali powder, and other foreign matter by brushing and power washing.
    1. Test for pH. Reading of over 8 but less than 13 requires second coat of primer. Higher pH reading requires re-evaluation, and modification if necessaIY, ofpaint system with Architect and paint manufacturer.
    2. Remove oil and grease with solution of trisodium phosphate.
    3. Remove rust stains with solution of sodium metasilicate after thoroughly wetting surface with water.
    4. Flush surfaces to remove cleansing agents and allow to thoroughly dIY.

A. Moisture Content: Measure moisture at surfaces using an electronic moisture meter. Do not apply finishes unless moisture is below the following maximums:
    1. Concrete or Masonry: 15 percent.

3.03 PRIMING

A. Compatibility: Verify compatibility of primers with surfaces on which to be applied. If primer or finish coating is incompatible, follow manufacturer's recommendations.

B. Pre-Primed Surfaces: Touch up with matching primer.

C. Concrete Surfaces: Roll primer to insure full and even coverage.

3.04 FINISH PAINT APPLICATION, GENERAL

A. Finish Paint Application, General:
    1. Comply with manufacturer's instructions and recommendations.
    2. Cany finish coats to natural breaks and transitions.
    3. Apply each coat to uniform film thickness, not less than and not exceeding amount to achieve recommended dIY film thickness of paint manufacturer. Adjust applied thickness to suit substrate and ambient temperatures to minimize brush and roller marks.
    4. Allow each coat to cure before recoating, adjusting manufacturer's minimum time between coats to accOlmnodate Project conditions.

B. Coverage: Manufacturer's rating and scheduled number of coats shall be minimums only. Apply paint in number of coats as required to completely cover, without holidays or thin spots. Alter tint of each coat to facilitate evaluation of coverage.

C. Holidays and Thin Spots: Recoat and blend in. If blending is unsuccessful, sand and recoat entire sur-face.

D. Dust, Runs, Drips, Sags and Color Separation: Remove surface defects, sand and recoat entire surface.

E. Metal Surfaces: If brush application cannot produce a smooth surface without laps or brush marks, use spray application under dust free conditions.

F. Final Finish: Even, smooth color and finish with no apparent brush or roller marks.

3.05 FINISH PAINT APPLICATION, SPECIFIC CONDITIONS

A. Reveals and Returns at Concrete Panels

3.06 CLEANING AND TOUCH-UP

A. Cleaning: As Work proceeds, promptly remove paint where spilled, splashed, or spattered. Remove all paint spots, oils or stains from adjacent surfaces, leaving the Project clean and ready for Acceptance.

B. Debris and Waste: During progress of Work maintain premises free ofUlmecessmy accUlnulation of tools, equipment, surplus materials, and debris. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site. Remove empty paint containers from site.

C. Touch-Up: At completion of Work specified in other Sections, touch-up painted and finished surfaces and restore to original condition finishes damaged or defaced.

3.07 PAINT SCHEDULE

A. Paint Schedule: Provide paint systems as follows and as recommended by paint manufacturer.
    1. The number of coats listed is the minimum number of coats required. Provide coats as required for full and complete coverage.
    2. The first (primer) coat of3-coat finish may be omitted on products shop or facttory primed and on existing surfaces to be repainted. Sand existing painted surfaces or otherwise prepare as recommended by paint manufacturer for repainting.
    3. Tint undercoat or first of final 2 coats slightly lighter than final coat.

4. Concrete and Plaster -Painted Flat (including integrally colored plaster):
    a. 1 coat Concrete Primer -Exterior (as required based upon patching of existing substrate)
    b. 3 coats 100% Acrylic Elastomeric Finish Coat -Flat -Exterior

END OF SECTION

SECTION 32 18 23
TENNIS COURT SURFACING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Textured acrylic surfacing for existing concrete tennis courts.

1.02 RELATED REQUIREMENTS

A. Section 02820 - Chain Link Fences and Gates: Perimeter fencing and windscreen.

1.03 REFERENCE STANDARDS

A. American Concrete Institute (ACI)

B. United States Tennis Association (USTA)

C. International Tennis Federation (ITF)

D. American Sport Builders Association (ASBA)

1.04 ADMINISTRATIVE REQUIREMENTS

A. Pre-installation Meeting: Conduct a pre-installation meeting one week prior to the start of the work of this section; require attendance by all affected installers.

1.05 SUBMITTALS

A. Product Data: Provide manufacturer specifications for components, color chart and installation instructions.

B. Certificate: Certify that products of this section meet or exceed specified requirements.
   1. ITF classification certificate for the system to be installed.

C. Installer's Qualification Statement.
   1. Reference list from the installer of at least 5 projects of similar scope done in each of the past 3 years.

D. Field Quality Control Submittals:
   1. Batch number of each product used.
   2. Upon request, an estimate of the volume of each product to be used on the site.

E. Warranty: Submit manufacturer warranty and ensure that forms have been completed in District's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

A. Single Source Responsibility: Provide products by the same manufacturer.

B. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.
   1. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace surface.
   2. System manufacturer shall be a US owned company.
   3. System manufacturer shall be a member of the ASBA.

C. Tennis Court Constructor's Qualifications: Company specializing in performing the work of this section with minimum five years of documented experience.
   1. Acrylic Surfacing Installer's Qualifications: Company specializing in installation of exterior Recreational surfacing, with minimum of five years of documented experience and approved by surfacing products manufacturer.
      a. Installer shall be a builder member of the ASBA.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to project site in original unopened containers with proper labels attached.

B. Store materials under cover and elevated above grade; in accordance with manufacturer specifications and MSDS.

B. All surfacing materials shall be non flammable.

1.08 FIELD CONDITIONS

A. Ambient Conditions: Do not install coating system when rainfall in imminent or extremely high humidity prevents drying.

B. Ambient Conditions: Do not apply coating system unless surface and air temperature are 50°F and rising.

C. Surface Conditions: Do not apply coating system if surface temperature is in excess of 140°F.

1.09 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Correct defective Work within a one year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 BASE BID MANUFACTURER

A. California Products Corp., Andover, MA. 01810; Plexipave System: www.plexipave.com

B. Other Acceptable Manufacturers:

1. Advanced Polymer Technology Corp. Harmony Pa. 16037; Laykold System: www.laykold.advpolytech.com.

2.02 COATING SYSTEM: PLEXIPAVE SYSTEM.

A. Product: Acrylic Coating system over concrete.

B. ITF System Rating: Medium Pace.

C. Acrylic Tennis Court Surfacing: Plexipave System by California Products Corporation, engineered acrylic surfacing system for tennis courts. System design shall be suitable for medium court speed and shall moisture vapor to pass through from substrate. Components shall be determined by manufacturer to suit Project requirements and shall include:

1. Patching Mix (California Court Patch Binder) - for use in patching cracks, holes, depressions and other surface imperfections.
2. Crack Filler (Plexipave Crack Filler) - for use in filling fine cracks.
3. Concrete Preparer is a specially formulated acid heat for use in neutralizing the concrete in preparation for the Plexipave System.
4. Adhesion Primer - (Califomia TiCoat) is a two component water based epoxy primer for uncoated concrete surfaces.
5. Acrylic Filler Course (Califomia AClylic Resurfacer) - for use as a filler for new or existing concrete surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job
6. Acrylic Color Playing Surface (Plexichrome/Plexipave Color Base) - for use as the finish color and texture. Plexichrome and Plexipave Color Base are blended at the job site to achieve the correct surface texture. *Factory Fortified Plexipave may be used as an alternative material.
7. Line Paint: Plexicolor Line Paint by California Products Corporation, compatible with acrylic surfacing, color as indicated on the Drawings or, if not indicated, as selected by Architect. Lines shall be typically white.
8. Water - for use in dilution/mixing shall be clean and potable.

D. QUV test of at least 1000 hours illustrating the UV stability of the system

2.03 MATERIALS

A. Court Patch Binder - 100% acrylic resin blended with Portland Cement and silica sand.
   1. Percent solids by weight (minimum) 46%
   2. Weight 8.7-8.9 lbs./gallon

B. Plexipave Crack Filler - 100% acrylic resin heavily filled with sand.
   1. Percent solids by weight (minimum) 85%
   2. Percent solids by weight (minimum) 15lbs./gallon

C. Concrete Preparer - Phosphoric Acid based surface treatment
   1. Percent solids by weight (minimum) 25.5%
   2. Weight 9.5-9.6 lbs./gallon

D. California TiCoat - 2 component epoxy primer
   1. Percent solids by weight (minimum) 34.6-34.8%
   2. Weight 8.55-8.70lbs./gallon

E. California Acrylic Resurfacer - 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain not less than 3.5% attapulgite.
   1. Percent solids by weight (minimum) 26.7%
   2. Weight 8.7-8.9 lbs./gallon

F. Plexichrome - 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain not less than 8% chrome oxide.
   1. Percent solids by weight (minimum) 36.5%
   2. Weight 10.0-10.2lbs./gallon

G. Plexipave Color Base - 100% acrylic resin containing no vinyl copolymerization constituent. Contains not more than 63% rounded silica sand.
   1. Percent solids by weight (minimum) 74%
   2. Weight 13.1-14.1lbs./gallon

H. California Line Paint - 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.
   1. Percent solids by weight (minimum) 60.5%
   2. Weight 12-12.3lbs./gallon

I. All surfacing materials shall be non-flammable and have a VOC content of not less than 100g./ltr. Measured by EPA method 24.

J. Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to insure quality and stability.

PART 3 EXECUTION

3.01 INSTALLERS

A. Installer List:
   1. Applicators will be considered who meet the experience and certification criteria.

3.02 EXAMINATION

A. Verification of Conditions:
   1. Surfacing shall conform to the guidelines of the ASBA for planarity.

3.03 PREPARATION

A. Clean surfaces off loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with bleach or approved product to kill the organisms and then be properly rinsed.

B. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications.

C. Depression: Depressions holding enough water to cover a five cent coin piece shall be filled with Court Patch Binder Patching Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I).

   1. This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer.

2. The contractor shall flood all the courts and then allow draining.
3. Define and mark all areas holding enough water to cover a nickel.
4. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely.
5. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off.
6. Steel trowel or wood float the patch so that the texture matches the surrounding area.
7. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability.
8. Allow to dry thoroughly and cure.

D. No Work beyond this stage shall be started until a manufacturer's representative and inspector has accepted the surface.

1. Acid Treatment: Concrete Preparer shall be applied to all uncoated concrete surfaces at the rate of .01 to .012 gallon per square yard. Dilute 1 gallon of Concrete Preparer with 4 gallons of potable water. Apply liberally to the surface and spread with a soft hair push broom. After the surface has dried remove any dust or latent material.
2. Primer: California Ti Coat shall be applied to all uncoated concrete surface prior to application of filler materials. Apply at an application rate of .025-.03 gallon per square yard.
   a. Mix component A with Component B at a ratio of 1: 1. Let stand for 20-30 minutes prior to use.
   b. Apply with a short nap phenolic core roller.
   c. Allow the Ti Coat to dry for approximately 1-3 hours until the surface is slightly tacky to the touch. In no case shall the surface be left overnight before receiving an application of Acrylic Resurfacer.
3. Filler Course. (Acrylic Resurfacer): On the properly applied Ti Coat the filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resm-facer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler com-se application.
   a. Over a properly repaired surface of concrete on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

Acylic Resurfacer	55 gallons
Water	20 - 40 gallons
Sand	600-800 pounds / 60-80 mesh
Liquid Yield	112-138 gallons

   b. On new concrete, two coats of Acrylic Resurfacer may be used to properly fill all voids in the asphalt surface. Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.
   c. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.
   d. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

3.04 APPLICATION

A. Install in accordance with manufacturer's instructions.

B. Acrylic Color Playing Surface:

1. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Architect's approval, prior to applying any surface treatment.
2. Blend color base and Plexichrome with a mechanical mixer to achieve a uniform Fortified Plexipave mixture. The mix shall be:

Color Base	30 gallons
Plexichrome	20 gallons
Water	20 gallons

3. Application shall be made by 50 duro meter rubber faced squeegees. The Fortified Plexipave mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.

4. A total of 3 applications of Fortified Plexipave shall be made to achieve a total application rate of not less than .15 gal./sy. No application should be made until the previous application is thoroughly dry.

C. Line Painting:

1. Line shall be 2 inches wide unless otherwise noted on the drawings. Lines hall be carefully laid out in accordance with ASBA and UST A guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sg./gal. (3/4 gal. per tennis court).

3.05 TOLERANCES

A. Surfacing shall conform to the guidelines of the ASBA for planarity.

3.06 FIELD QUALITY CONTROL

A. The Contractor shall record the batch number of each product used on the site and maintain it through the warranty period.

B. The Contractor shall provide the College, upon request, an estimate of the volume of each product to be used on the site.

C. Provide manufacturer's field representative to observe and resolve material questions.

3.07 CLEANING

A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.

B. Leave site in a clean and orderly condition.

3.08 PROTECTION

A. Protect installed surfacing from subsequent construction operations.

B. Do not permit traffic over unprotected surface.

3.09 COLOR SCHEDULE

A. Exact colors to be approved by the College.

B. Inbound Area: Light Green.

C. Out of Bounds: Maroon.

D. Line Marking: White.

END OF SECTION

Alternate #4 & #5 - New 26'W x 25"D 10' high chain link enclosure with privacy slats with 2 sets of double gates 10' opening and a 16' opening. Grade, form and place 6" concrete slab with #4's 18" on center each way. (ALT 4 & 5)

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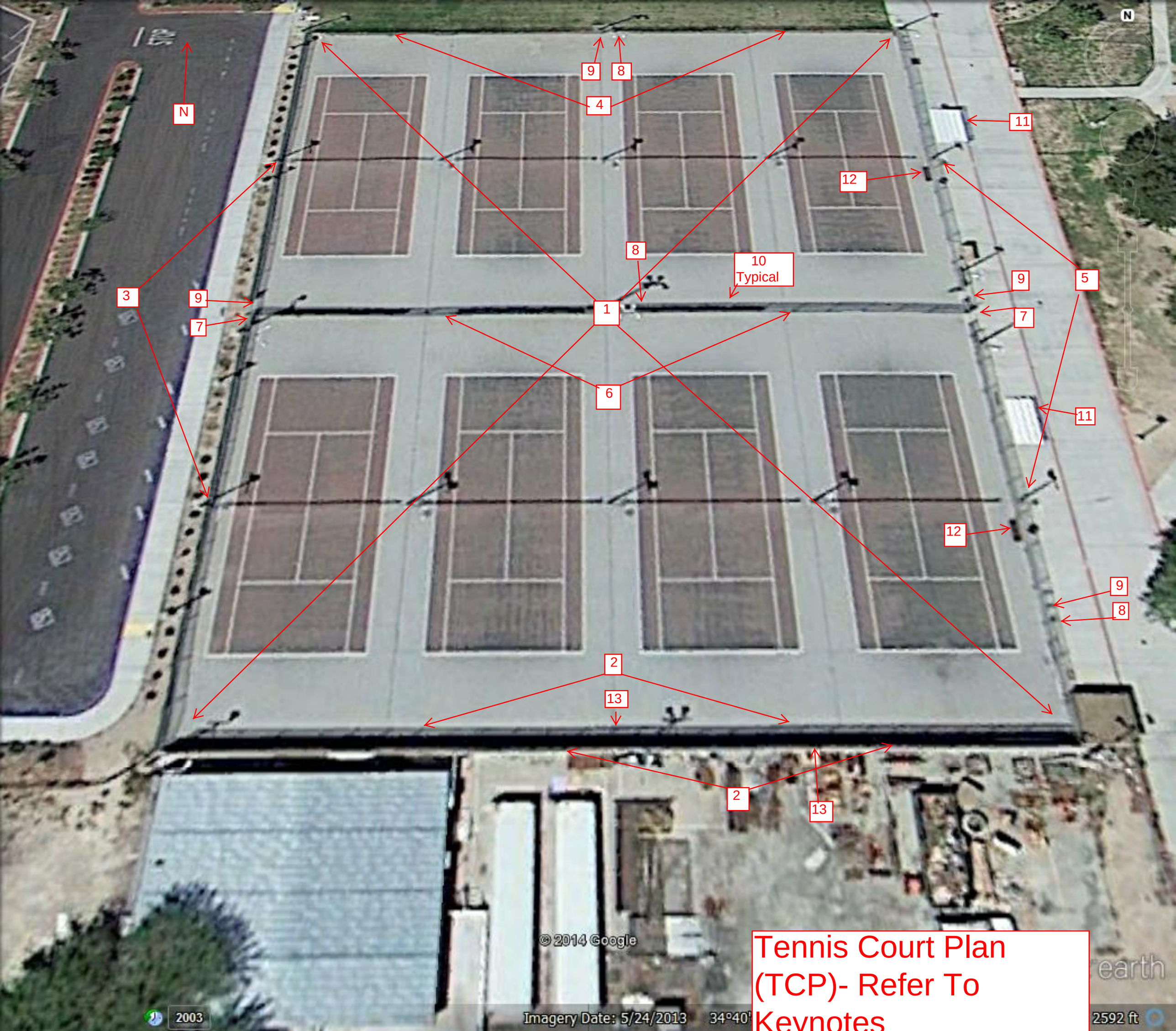
Google earth

2003 Imagery Date: 5/24/2013 34°40'38.94" N 118°11'19.26" W elev 2378 ft eye alt 2524 ft

Alternate #6 - Grade, form and place 5" concrete with #4's 18" on center each way. Approximately 3,450 square feet. Contractor is responsible to verify correct quantities. (ALT 6)
STOP
© 2014 Google
Google earth
2003
Imagery Date: 5/24/2013 34°40'44.87" N 118°11'30.83" W elev 2376 ft eye alt 2568 ft

Site Plan
SP

Vahn Ln
35th St W
Bobby Jones Dr
W Avenue J 10
Antelope Valley College
MARAUDERS
MARAUDERS
30th St W
W Avenue K
© 2014 Google
Google earth
2003
Imagery Date: 5/24/2013 34°40'40.98" N 118°11'17.39" W elev 2378 ft eye alt 5151 ft



Tennis Court Plan (TCP)- Refer To Keynotes

Tennis Court Rehabilitation Project
Antelope Valley College

Keynotes – (Refer to Tennis Court Plan- TCP)

1. Properly clean and pressure wash courts. Properly patch all cracked, spalled and lifting concrete. Water test for low spots and patch as necessary prior to applying new tennis court surfacing and striping. Clean out and re caulk expansion joints prior to applying new tennis court surfacing. Concrete patching and caulking materials shall be per the tennis court surfacing manufactures recommendations and specifications. Apply new tennis court surfacing and game lines. Refer to pictures with the corresponding Keynote #.

2. Properly clean, prep, prime and re-paint the concrete wall (north facing elevation) utilizing two colors (as selected by the college). The two colors shall be separated by a 2" white line painted the length of the wall so as to imitate the height of the tennis nets. Paint the college logo on the wall centered length wise and centered between the top of the wall and the 2" white line. South facing elevation shall be repainted to match the configuration as existing, colors to be selected by the College. Refer to pictures with the corresponding Keynote #.

3. West elevation of fencing. Straighten all fence posts that are out of plumb back to plumb. Repair or replace all top rail that is bent. Remove and replace all bottom tension wire. Re stretch chain link fabric and re install to framework. Remove and dispose of existing windscreen fabric. Install new 10' wind screen fabric. Refer to pictures with corresponding Keynote #.

4. North Elevation of fencing. Straighten all fence posts that are out of plumb back to plumb. Repair or replace all top rail that is bent. Remove and replace all bottom tension wire. Re stretch chain link fabric and re install to framework. Install new 10' wind screen fabric. Refer to pictures with corresponding Keynote #.

5. East elevation of fencing. Straighten all fence posts that are out of plumb back to plumb. Repair or replace all top rail that is bent. Remove and replace all bottom tension wire. Remove and dispose of existing chain link fabric and install new 1 ¾" 9 gage fabric. There is missing framework and fabric above the double gates at this elevation that will need to be installed new. Install new 10' wind screen fabric; leave 6' high viewing area at existing bleachers the length of the bleachers. Refer to pictures with corresponding Keynotes #.

6. Cross fence elevation. Straighten all fence posts that are out of plumb back to plumb. Repair or replace all top rail that is bent. Remove and replace all bottom tension wire. Re stretch chain link fabric and re install to frame work. Remove and dispose of existing windscreen fabric. Install new 10' wind screen fabric. Refer to pictures with corresponding Keynote #.

7. Remove existing four (4) sets of double leaf gates and associated hardware. Provide and install new double leaf gates with new gate hardware. Install new 10' windscreen on gates. Refer to pictures with the corresponding Keynote #.

8. Remove existing three (3) man gates and associated hardware. Provide and install new man gates with new hardware. Install new 10' windscreen on gates. Refer to pictures with the corresponding Keynote #.

9. Remove existing signage and install new signage at new gates. Refer to pictures with the corresponding Keynote #.

10. Remove and properly store, protect and reinstall eight (8) court identification signs. Refer to pictures with the corresponding Keynote #.

11. Properly protect in place the existing bleachers.

12. Properly protect in place the existing benches.

13. Install new college logo centered in the wall, 20’L x 8’H

1

1

1

1

1

1 & 2

2

2

1 & 2

6 & 10

6 & 8

5, 12 & 13

5 & 7

5, 7 & 9

5 & 12

Courts resurfaced by
THE TENNIS CLUB OF ANTELOPE VALLEY
Work done by Pacific Tennis Courts, Inc.

5, 7 & 9

COURTS
RESERVED
DURING
REGULARLY
SCHEDULED
CLASS USE

CLOSED

NO FOOD
OR DRINKS
ON TENNIS COURTS

5

5, 12 & 13

5

4

4 & 8

5 & 9

NO FOOD
OR DRINKS
ON TENNIS COURTS

5 & 9

COURTS
RESERVED
DURING
REGULARLY
SCHEDULED
CLASS USE

CLOSED

NO FOOD
OR DRINKS
ON TENNIS COURTS

5 & 9

5, 9 & 7

COURTS
RESERVED
DURING
REGULARLY
SCHEDULED
CLASS USE

3 & 9

COURTS
RESERVED
DURING
REGULARLY
SCHEDULED
CLASS USE

COURTS
RESERVED
DURING
REGULARLY
SCHEDULED
CLASS USE

3, 7 & 9

3
PARKING
ONLY

3 & 7

3

COURTS
ESERVED
DURING
GULARLY
HEDULED
ASS USE

2 & 11

2 & 11

2 &11

1

AVC
MARAUDERS