

SBCCD
550 E Hospitality Ln #200
San Bernardino, CA 92408
909.388.6934

Distribution:

Owner
 Plan Holders
 Architect
 Plan Exchanges

PROJECT: **ADDENDUM 1**
03-1920-01- SB County TI - 658 E Brier
OWNER: San Bernardino Community College District

DATE OF ISSUANCE: 03/05/2020

THIS ADDENDUM HAS BEEN PREPARED TO CLARIFY, MODIFY, DELETE, OR ADD TO THE DRAWINGS AND/OR SPECIFICATIONS FOR THE ABOVE REFERENCED PROJECT. THE ITEMS LISTED HEREIN SUPERSEDE DESCRIPTIONS PRIOR TO THE DATE LISTED ABOVE. ALL CONDITIONS NOT SPECIFICALLY REFERENCED HERE SHALL REMAIN THE SAME. IT IS THE OBLIGATION OF THE PRIME TRADE CONTRACTOR TO MAKE SUBCONTRACTORS AWARE OF ANY ITEMS HEREIN THAT MAY AFFECT BIDS.

MANDATORY JOB WALK SIGN IN SHEET

- Attached

NOTICE INVITING BIDS

- Replace “Notice Inviting Bids” document dated February 20th, 2020 with the attached Addendum 1 “Notice Inviting Bids” document dated March 5th, 2020. All changes are in red.

EXHIBIT A

- Replace the following Exhibit A forms dated March 5th, 2020 with the attached. All changes are in red.
 - 00 20 00 Instructions to Bidders – Addendum 1
 - 00 30 01 Bid Form – Addendum 1
 - 00 30 04 Designation of Listed Sub – Addendum 1

EXHIBIT B

- Replace Exhibit B - 00 40 00 General Conditions dated March 5th, 2020 with the attached. All changes are in red.
 - 00 40 00 General Conditions – Addendum 1

EXHIBIT G

- Replace Exhibit G - 00 50 00 Construction Agreement dated March 5th, 2020 with the attached. All changes are in red.
 - 00 50 00 Construction Agreement – Addendum 1

EXHIBIT H

- The following statement shall be noted on each of the as-built sheets provided in Exhibit H:

BID ADDENDUM 1

- “The District makes no representation or warranty as to the accuracy and/or completeness of the information contained in these reports, documents, and other information, and hereby specifically disclaims the accuracy and/or completeness of such reports, documents, and other information. Therefore, the Contractor is solely responsible for determining any impact on the Project and the Contractor’s pricing and costs regarding the Project. The successful Contractor will be required to validate those utility surveys, as-builts and any other issued reference documents, as well as obtain any additional information Contractor deems necessary to meet Contractor's obligations under the Contract.”

EXHIBIT I

- See attached RFI responses 1-4

- **End of Addendum No. 1** -



Job Walk Sign-in Sheet

03-1920-01- SB County TI - 658 E Brier

Date: 03/03/2020

Time: 1:00 PM to 3:00 PM

Time-in	Name	Company	Phone	Email	Prime or Sub Contractor (P or S)	Local-SB County or Riverside County (Y/N)	DIR Registered (Y/N)	Business Card Provided (Y/N)
	Gabriel Mardinez	RND Contractors	909 429 8500	jpardo@rndcontractorsinc.com	P	Y	Y	Y
	Luis Garcia	Plyco Corp	951-727-8200	plyco@plycoCorp.com	P	Y	Y	Y
	Tristan Burke	Hamel Contracting	951-600-2783	estimating@hamelinc.com	P	Y	Y	Y
	John Absard	Diamond Const.	951-453-6171	John@DCC-INC.com	P	Y	Y	Y
	Alexander Marjani	MARJANI BUILDERS, INC.	949 305 8993	marjanibuilders@gmail.com	P	N	Y	Y
	Sherisse	H2M const ruction inc	626 343 8866	h2mconstruction@yahoo.com	P	N	Y	Y
	Bobby Wilson	BWW & Co INC	909 268 516	b-w-w@live.com	P	Y	Y	Y
	Melissa Reynolds	Kemcorp	909-947-0639	estimating@kemcorp.net	P	Y	Y	Y
	Chaz Delefosse	SPEC construction co. inc	909 947-4601	info@Specconstructionco.com	P	X	X	X
	Clarissa Owen	Caltec corp	714 373 5071	henry@caltecCorp.com	P	N	Y	Y
	SKIP MATHONEY	THREE PEAKS CORP	(909) 522-2219	ERIK@THREEPEAKSCORP.COM	P	Y	Y	Y
	James Montgomery	LAH Builders	909 330 7713	JamesM@LAHBuilders.com	P	Y	Y	Y



Notice Inviting Bids

Construction Services for
SB County Tenant Improvement (TI)
at 658 E Brier Dr
NIB # 03-1920-01

NIB RELEASED: 02/20/2020

Site Walk and Conference (mandatory): 1:00 P.M. PST on 03/03/2020

REQUESTS FOR INFORMATION DUE: 5:00 P.M. PST on 03/09/2020

FINAL ADDENDUM ISSUED: 3:00 PM PST ON 03/13/2020

PROPOSALS DUE: 3:00 P.M. PST on 03/18/2020

PROPOSALS PUBLICALLY OPENED: 3:01 P.M. ON 03/18/2020

Submit Requests for Information to:

Yash Patel, SBCCD, Energy Manager

Phone: 909.388.6934

Email: ypatel@sbccd.edu

and

Ashley White, Hines, Property Manager

Phone: 909.381.5301

Email: Ashley.White@hines.com

Submit Proposals To:

San Bernardino Community College District

ATTN: **Yash Patel, Energy Manager**

550 E Hospitality Ln #200, San Bernardino, CA 92408

Phone: 909.388.6934

Email: ypatel@sbccd.edu

TABLE OF CONTENTS

1.0 INSTRUCTION TO BIDDERS 3

1.1 NOTICE FOR INVITING BIDS..... 3

1.2 PREQUALIFICATION REQUIREMENTS 3

1.3 TIMELINE 4

1.4 PROPOSAL SUBMISSION..... 5

1.5 PRE-PROPOSAL INFORMATION 5

1.6 PROJECT IDENTIFICATION & DESCRIPTION..... 5

1.7 INQUIRIES 6

1.8 DSITRICT'S VICE CHANCELLOR AUTHORITY..... 6

1.9 EQUAL OPPORTUNITY EMPLOYMENT 7

1.10 COMPLIANCE WITH PROPOSAL REQUIREMENTS 7

1.11 SUBCONTRACTORS..... 7

1.12 BID SECURITY..... 7

1.13 PUBLIC WORKS REFORMS (SB 854) REQUIREMENTS 8

1.14 PREVAILING WAGES REQUIREMENTS 8

1.15 WITHDRAWAL OF BIDS..... 8

1.16 BONDS..... 8

1.17 TIMELY DELIVERY OF BIDS..... 8

2.0 DISTRICT PROFILE 9

3.0 PROJECT MANAGER AND PRIMARY CONTACT 9

4.0 NIB EXHIBITS 9

END OF TABLE OF CONTENTS

1.0 INSTRUCTION TO BIDDERS:

1.1. NOTICE FOR INVITING BIDS/PROPOSALS:

NOTICE IS HEREBY GIVEN that the San Bernardino Community College District, hereinafter referred to as “District”, is calling for and will receive sealed Proposals for the award of a contract for the **“Construction Services for SB County Tenant Improvement Project, NIB# 031920-01.”** Proposals will be accepted up to but not later than, the time stated in Section 1.3 below.

License Required: California Contract License B.

1.2. PREQUALIFICATION REQUIREMENTS:

~~In compliance with the Resolution for the Districtwide Pre-Qualification Program for all Construction Projects adopted on August 13, 2015 by the District's Board of Trustees, prequalified contractors and subcontractors that have participated in the District's Prequalification Program and have received a prequalification approval status and can meet the specific scope of work and services requirements are hereby invited to submit their Bid for the project listed above.~~

To learn more about the Prequalification Program you can access this link: [SBCCD/Facilities Planning/Prequalification](#)

Note: Prequalification not required to bid. This Bid is open to all Public Works Contractors with a valid B License and registered with the DIR.

1.3. TIMELINE:

The anticipated timeline, subject to change, for the complete process is as follows:

Event	Tentative Date
NIB Release – Response Window Opens:	02/20/2020
Site Walk and Conference (MANDATORY) – 1:00 p.m. PST	03/03/2020
Requests for Information Due – 5:00 p.m. PST	03/09/2020
Final Addendum Issued – 3:00 PM PST	03/13/2020
Bids Due – 3:00 p.m. PST	03/18/2020
Bids Publicly Opened – 3:01 p.m. PST	03/18/2020
Construction Contract subject to Board of Trustees	04/09/2020
Notice to Proceed issued	04/10/2020
Project Work Completion Deadline	07/24/2020

1.4. BID SUBMISSION:

Proposal Submission Deadline: **3:00 p.m. on the 18th day of March 2020.**

Place of Proposal Receipt: San Bernardino Community College District
Board Room
550 E Hospitality Ln #200,
San Bernardino, CA 92408

All Bids shall be made and presented only on the forms presented by the District and pursuant to the instructions set forth in this NIB. Any Bids received after the time specified above, or after any extensions due to material changes, shall be returned unopened.

1.5. PRE-BID INFORMATION:

There will be one scheduled Mandatory Site Walk and Conference. Attendance by a representative of the Contractor is MANDATORY for submitting a Bid to this NIB.

The MANDATORY Site Walk and Conference will be held on March 3rd, 2020 at 1:00 p.m. PST at 658 E Brier Dr, San Bernardino, CA 92408. We will meet in the 1st floor lobby at 1:00 p.m.

Coordinate with **Ashley White, Hines, Property Manager**
Ashley.White@hines.com

1.6. PROJECT IDENTIFICATION & DESCRIPTION:

Construction Services for SB County Tenant Improvements at 658 E Brier Dr, San Bernardino, CA 92408 (3rd Floor). This scope includes but not limited to tenant improvements to an existing building to accommodate the San Bernardino County move in. Plans and specifications for this scope is shown on Exhibits E and F.

THE SCOPE OF WORK AND SERVICES INCLUDE:

- a. The building has existing tenants on the 1st, 2nd and part of 3rd floor and they will occupy these floors during the entire construction phase. This requires after hours work to be done during some portions of the project to minimize noise pollution and interfering with regular business hour duties for the existing tenants. The Tenant Improvement (TI) for the 10,142 GSF area on the 3rd floor consists of but not limited to construction of new non-bearing walls and installation of new finishes. There will also be new lighting system, mechanical ducts/diffusers/thermostats/VAV boxes, fire sprinkler system/fire alarm, floor cores, new plumbing fixtures, plumbing utilities and appliances. The Design team has developed 100% CD's for Architectural. However, as part of the Contractors scope, Contractor is required to contract with Mechanical, Electrical, Plumbing (MEP) and Fire Sprinkler subcontractors who have experience in developing deferred submittal package for design built. The Contractor will also be responsible for hiring a Structural Engineer and installing multiple HVAC units to be used for afterhours operation. These are noted on the plans as Deferred Submittals and the Contractor is required to develop, submit and gain approval from the City of San Bernardino **and any other approval as required to ensure Contractor's work complies with any and all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or**

requirements of any Governmental Authority prior to starting this scope of work. The plan start date for construction is April 13th, 2020 and must be completed by July 24th, 2020. Please refer to Exhibit D and E – Scope of Work for more details.

1.7. INQUIRIES:

Inquiries regarding the Project are to be directed to personnel listed below. All Bid documentation questions, concerns, and clarification requests shall be in writing and submitted via email. All inquiries via writing shall be clearly identified as SB County TI – 658 E Brier, NIB#03-1920-01.

All telephonic inquiries will be documented in writing. No Requests for Information will be accepted after 5:00 p.m. PST on March 9th, 2020.

Ashley White, Hines, Property Manager

Phone: 909.381.5301

Email: Ashley.White@hines.com

and

Yash Patel, SBCCD, Energy Manager

Phone: 909.388.6934

Email: ypatel@sbccd.edu

1.8. DSITRICT'S EXECUTIVE VICE CHANCELLOR AUTHORITY: DELEGATED BOARD AUTHORITY TO INCREASE AND DECREASE CONTRACT TIME AND CONTRACT PRICE:

The District's Board of Trustees has delegated authority to the District's Executive Vice Chancellor for Fiscal Services to execute change orders, partial change orders, Construction Directives, and compromises, which may increase and/or decrease the Contract Price and/or may increase and/or decrease the Contract Time for this Project. As such, the Executive Vice Chancellor ~~for Fiscal Services'~~ signature on a change order, partial change order, Construction Directive, and/or compromise is sufficient to bind the DISTRICT provided that the increased and/or decreased costs of individual changes do not exceed the amount specified in the applicable contract.

California Public Contract Code Sections 20651, 20655, and 20659, as revised in accordance with Section 22020, if applicable, or ten percent (10%) of the original contract price, whichever is greater. See the General Conditions for more specific information regarding the level of the Executive Vice Chancellor for ~~Fiscal Services~~ signature authority.

1.9. EQUAL OPPORTUNITY EMPLOYMENT

The District is an equal opportunity employer. The District encourages the participation of minority, women, and disabled veteran businesses.

1.10. COMPLIANCE WITH BID REQUIREMENTS

Each bid must strictly conform with and be responsive to the contract documents as defined in the General Conditions.

The District reserves the right to reject any or all bids, and to waive any irregularities or informalities in any bid or any requirements of these specifications as to bidding procedures.

1.11. SUBCONTRACTORS

Each bidder shall submit with its bid, on the form furnished with the contract documents, a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et. seq.

1.12. BID SECURITY

~~In accordance with California Public Contract Code Section 22300, the DISTRICT will permit the substitution of securities for any monies withheld by the DISTRICT to ensure performance under the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.~~

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District in the form set forth in the contract documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds and insurance certificates. In the event of failure to enter into said contract or provide the necessary documents, said security will be forfeited.

1.13. PUBLIC WORKS REFORMS (SB 854) REQUIREMENTS

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

1.14. PREVAILING WAGES REQUIREMENTS

The DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification, or type of worker needed to execute the contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the DISTRICT, and are also available from the Director of the Department of Industrial Relations at; <http://www.dir.ca.gov/OPRL/PWD/index.htm>. Pursuant to California Labor Code Sections 1720 et seq., it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

1.15. WITHDRAWAL OF BIDS

No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

1.16. BONDS

Separate payment and performance bonds, each in an amount equal to 100 % of the total contract amount are required, and shall be provided to the District prior to execution of the contract and shall be in the form set forth in the contract documents.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure Section 995.120.

1.17. TIMELY DELIVERY OF BIDS

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2.0 DISTRICT PROFILE

The District was established in 1926 and serves most of the County of San Bernardino and a small portion of the County of Riverside. The District includes two comprehensive community colleges: San Bernardino Valley College and Crafton Hills College, a Professional Development Center, and KVCR-TV and FM. The District employs approximately 800 full-time permanent faculty and staff and approximately 600 part-time faculty, and have approximately 17,000 students enrolled in one or more courses during the 2015 Spring Semester.

3.0 PROJECT MANAGER AND PRIMARY CONTACT

Ashley White/ Hines is the primary contract regarding this NIB [email: Ashley.White@hines.com] and will continue as the Program Manager for the project duration.

4.0 NIB EXHIBITS:

- 4.1 EXHIBIT A – BID FORMS**
- 4.2 EXHIBIT B - GENERAL CONDITIONS**
- 4.3 EXHIBIT C - SUPPLEMENTAL CONDITIONS**
- 4.4 EXHIBIT D - PROJECT SPECIFICATION**
- 4.5 EXHIBIT E - PROJECT PLANS**
- 4.6 EXHIBIT F - PROJECT TECHNICAL SPECIFICATIONS**
- 4.7 EXHIBIT G - AGREEMENT FORM**
- 4.8 EXHIBIT H – SHELL AS-BUILTS FOR REFERENCE**
- 4.9 EXHIBIT I – RFI Responses 1- 4**

END OF NOTICE INVITING BIDS

EXHIBIT A

BID FORMS

SECTION 00 20 00 - INSTRUCTIONS TO BIDDERS

1. Preparation of Bid Form. The DISTRICT invites bids on the form attached to be submitted at the time and place stated in the Notice Inviting Bids. Bids shall be submitted on the prescribed Bid forms and completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated. The signatures of all persons signing the bid shall be in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder. This section is intended to assist the bidders with submitting their bid proposals for this Project and is not in any way intended to make changes to the project specifications, plans, or contract

2. Form and Delivery of Bid Proposals. All bid proposals shall be made on the bid proposal form provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered to the designated location and must be received on or before the time set forth in the Notice Inviting Informal Bids. All envelopes containing bids shall be sealed and plainly marked with the bidder's name, address, telephone number, bidder's California contractor's license number and the particular project for which the bid is submitted. The DISTRICT reserves the right to reject any bid if all of the information required on or by the Bid Proposal Form not furnished. **The following is the list of required items: Bid Proposal Form, Bid Guarantee Form, Bid Bond (Notarized), Designation of Subcontractors, Non-collusion Declaration (Notarized), Contractor's Certification Regarding Worker's Compensation, Prevailing Wage Certification, Acknowledgement of Bidding Practices Regarding—Indemnity, Bidder's Acknowledgement of Project Duration, and Site Visit Certification.** It is each bidder's sole responsibility to ensure its bid(s) is timely delivered and received at the location designated in the Notice Inviting Informal Bids. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

3. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the DISTRICT, in the form set forth in the contract documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds and insurance certificates. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within ten (10) calendar days after notification of the award of the contract to bidder, said security will be forfeited.

4. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is presented to the DISTRICT upon request. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the DISTRICT, in which case the general partner may sign. Bids submitted as joint ventures

must so state and be signed by each joint party. Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the DISTRICT office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

5. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the DISTRICT's rejection of the bid as not being responsive to the Notice Inviting Informal Bids. No oral or telephonic modification of any bid submitted will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the DISTRICT determines that any bid is unintelligible, inconsistent, or ambiguous, the DISTRICT may reject such bid as not being responsive to the Notice Inviting Bids

7. Examination of Site and Contract Documents. At its own expense and prior to submitting a bid proposal, each bidder shall examine carefully the site of the work and the Contract Documents, and shall satisfy itself as to the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered. The submission of a bid proposal shall be conclusive evidence that the bidder has satisfied itself through bidder's own investigation as to the conditions to be encountered; the character, quality, and scope of work to be performed; ~~the design and DSA approval to be furnished;~~ the materials and equipment to be furnished; and all requirements of the Contract Documents. ~~Where investigations of subsurface conditions have been made with respect to foundation or other structural design, and that information is made available to bidder or shown in the Contract Documents, said information represents only a statement as to the character of materials which have been actually encountered and is only made available or included for the convenience of bidders. Investigations of subsurface conditions are made for the purpose of design, and the District assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other investigations, or of the interpretation thereof, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is made available to bidder or included in the Contract Documents, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract, and represents only an opinion of the District as to the character of the materials to be encountered, and is made available or included in the Contract Documents only for the convenience of the bidders.~~ Making such information available to bidders is not to be construed in any way as a waiver of the requirement that bidders perform their own investigation, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered. The Bidder shall familiarize itself with all local laws, ordinances, rules and requests that may affect the work or the performance of the work. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Paragraph. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this Paragraph, shall be returned upon demand therefore. No bidder may withdraw any bid for a period of 60 calendar days after the date set for the opening of bids.

9. Agreements, Insurance, and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the form of the bonds and insurance endorsements which such Contractor will be required to furnish, are included in the contract documents and should be carefully examined by the bidder. Payment bond and performance bonds in the amount of one hundred percent (100%) of the amount of the contract and insurance endorsements must be furnished in four (4) identical counterparts as required in the contract, all prior to execution of the contract.

Base Bid shall include all costs required to perform the work as required by the contract documents.

10. Interpretation of Plans and Documents. If any prospective 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, and/or applicable Federal, State, or local regulations or requirements a written request for an interpretation or correction thereof shall be submitted to the Project Manager. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will only be made by addendum duly issued, and a copy of such addendum will be mailed or delivered to each Contractor receiving 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 DISTRICT. If discrepancies on drawings, or in specifications, or conflicts between drawings and specifications are not covered by addenda, bidder shall include in the bid methods of construction and materials resulting in the higher bid.

11. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsible and responsive bidder from among those bidders responsive to the call for bids. In the event an award is made, and such bidder fails or refuses to execute the contract and provide the required documents within ten (10) calendar days after notification of the award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsible and responsive bidder or release all bidders. Each bid must conform, and be responsive, to the contract documents as defined in the General Conditions.

Alternates. The lowest bid shall be the lowest total bid price on the base contract and all additive and/or deductive items and/or project allowances. If alternate bids are called for, the contract may be awarded at the election of the governing board to the lowest responsible and responsive bidder alternates as selected by the governing board. In the event there is a tie for the lowest total bid price, the tie will be broken by flipping a coin.

12. Evidence of Responsibility. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Work covered by the bid. Upon the request of the DISTRICT, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a Project of the scope involved.

13. Listing of Subcontractors. Each bidder shall submit with his bid, on the form furnished with the contract documents, a list of the names and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the Project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et. seq.). Bidders shall be required to supply the Distinct the CSLB number of each listed subcontractor. If License numbers are not included on bid day sub list log bidders shall no latter that 24hr after bids are received resubmit the subcontractor log with the required license information. Forms should be delivered to same location bids were received.

14. Workers' Compensation. In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file

with the DISTRICT the following certificate prior to performing the work under this contract: "I am aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the contract documents.

15. Contractor's License. The bidder must possess the appropriate valid contractor's license specified in the Notice Inviting Informal Bids at the time the bids are opened. If, at the time the bids are opened, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the DISTRICT. The bidder must maintain the required license(s) throughout the duration of the contract.

16. Anti-Discrimination. It is the policy of the DISTRICT that in connection with all 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. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

17. Hold Harmless. Contractor shall defend, indemnify and hold harmless DISTRICT, Architect, Project Manager, Program Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, DISTRICT, Project Manager, Program Manager, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Project Manager, Program Manager, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.

(c) Any dispute between Contractor and Contractor's subcontractors / supplies / sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly

by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, Owner's Representative, Project Manager, District Consultant, Architect, Inspector, its officers, agents or employees, on any such claim 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.

18. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the DISTRICT.

19. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions, exclusions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected.

20. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprentice-able occupations, regardless of any other contractual or employment relationships alleged to exist.

21. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit a declaration of non-collusion with their bids. This form is included with the bid package and must be signed and dated by the bidder and each subcontractor under penalty of perjury.

22. Wage Rates, Travel and Subsistence.

(a) Pursuant to Labor Code Sections 1770 et. seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the DISTRICT to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

(b) Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

(c) Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

(d) The Contractor shall post, at appropriate, conspicuous, weatherproof points at the site, a schedule showing all determined minimum wages actually earned.

(e) These per diem rates, including holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day) and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

23. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at any time.

24. Filing of Bid Protests. Bidders may file a "protest" of a contract award with the DISTRICT's Director of Business Services: San Bernardino Community College District, Business Services, 114 Del Rosa Drive, San Bernardino, CA 92408. In order for a bidder's protest to be considered valid, the protest must:

- (a) Be filed timely and in writing as detailed in this Paragraph.
- (b) Clearly identify in detail the specific issues related to the bid protest.
- (c) Clearly identify in detail the specific DISTRICT Staff/Board recommendation or action being protested.
- (d) Clearly identify in detail the specific grounds of the protest and the facts supporting the particular protest.
- (e) Include all relevant and supporting documentation with the protest at the time of filing.
- (f) The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest, which may be adversely affected by the outcome of the protest. Such parties include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The District will issue a decision on the protest. If the District determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future Contract awards.

The procedure and time limits set forth in this section are mandatory and are the bidder's sole remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any rights to further pursue the bid protest, including filing a Government Code claim or legal proceeding.

If the bid protest does not comply with each and every one of the requirements set forth above, it will be rejected as invalid. A protest regarding the recommended award of a contract solicited by the Notice Inviting Informal Bids must be filed in writing with the DISTRICT within five (5) calendar days after the bid opening. If the protest is valid, the DISTRICT shall review the basis of the protest along with all relevant information and documents and will provide the protesting bidder a written decision.

25. Ambiguity. In the event of ambiguity due to a conflict between words and numbers with respect to the amount of the bid, words shall govern over numbers.

26. Bids: Bids to receive consideration, shall be made in accordance with the following instructions.

Local Hire: The San Bernardino Community College District (SBCCD) strongly encourages local hire and apprenticeship participation in the construction workforce, refer to Board Policy BP-6610 . Bidder attention is directed to the following provisions:

1. The definition of contractor is limited to the total workforce of the prime or principal contractor and all subcontractors who work in SBCCD under the construction contract.
2. A “local hire” is defined as an employee whose residence is within SBCCD at the time of the project bid opening.
3. Bidders are to complete the “Local Hire Information and Form Checklist”.

With respect to application of the local hire policy, bidder attention is directed to the following:

- ~~1. The SBCCD strongly encourages, within the constraints of federal and state law, the employment of SBCCD residents on SBCCD construction projects.~~
- ~~2. Bidders on construction projects will be required to complete a “Local Hire Information Form & Checklist” to be submitted with construction bids which indicates the bidder’s effort to employ local hire.~~
- ~~3. To the extent possible and applicable and as permitted by law, bidders are expected to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment and its “Helmets to Hardhats” programs to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and others needs as identified by the District. The District may request the awarded contractor to provide documents or other evidence to demonstrate efforts to comply with these requests.~~

Apprenticeship Program: Unless such provision would conflict with a state or federal law or regulation applicable to a particular contract for a public works project, SBCCD contracts shall contain provisions pursuant to which each contractor or subcontractor shall make a good faith effort to employ apprentices who are enrolled in, and participating in, an apprenticeship program serving the San Bernardino and Riverside Counties, and approved by the State Department of Apprenticeship Standards. This apprenticeship requirement shall apply to any apprentice-able craft or trade in which the contractor employs workers in performing any work under the contract. A contractor may evidence its good faith effort by complying with California Labor Code Section 1777.5 and the implementing regulations, and by seeking apprentices from apprenticeship programs serving San Bernardino and Riverside Counties.

A contractor employing apprentices pursuant to this section shall employ apprentices in a ratio consistent with the provisions of the California Labor Code or federal requirements as applicable for federal aid contracts.

This section shall not be construed to exempt a contractor from any otherwise-applicable requirement imposed upon the contractor by federal or state law.

END OF SECTION

SECTION 00 30 01 – BID PROPOSAL FORM

**PROPOSAL FOR: Construction Services for RFP # 03-1920-01 - SB COUNTY TI
- 658 E BRIER Project**

TO: San Bernardino Community College District, acting by and through its Governing Board, herein called "DISTRICT."

RE: (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 labor, materials, tools, expendable equipment, utility and transportation services, and California sales and other applicable taxes, permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the work required by this bid proposal, for the **SB COUNTY TI - 658 E BRIER Project** in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing 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 are 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 _____
ADDENDUM NO. _____	DATE RECEIVED _____

3. BASE BID

Base Bid shall include all costs required to perform the work as required by the contract documents and as may be expanded and/or reduced by Addenda.

The bidder agrees to perform all work required for this BID Proposal for the lump sum (turnkey) of:

a. BASE BID:

_____ Dollars
(In words printed or typed)

\$_____ (In figures)

b. BID ALLOWANCE:

BID ALLOWANCE	DESCRIPTION	VALUE (\$)
ALLOWANCE NO. 01	Unforeseen Conditions and Not Included in the Scope of Work.	\$50,000.00
ALLOWANCE NO. 02	District Added Scope	-\$0,000.00

Allowance Subtotal \$ 50,000.00
Fifty Thousand Dollars

c. Total Bid = Base Bid + Bid Allowance:

_____ Dollars
 (In words printed or typed)

\$ _____ (In figures)

Total bid amount shall include the base bid amounts, alternate bids (if applicable), and total package allowances, if any. The lowest responsive bid shall be determined based on the sum of the base bids, add alternates and allowances.

4. The undersigned bidder shall be licensed and shall provide the following information:

Bidder's California Contractor's
 License Number: _____
 License expiration date: _____
 Name on License: _____
 Type of License: _____
 DIR Registration # _____

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

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid: \$ _____. Bid bond, certified check, cashier's check, or cash. (circle one)

6. The names and contact information 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 the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

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

8. ATTACHED TO THIS BID LETTER: Attached to this bid letter and by this reference incorporated herein and made a part of these completed Contract Bid Forms are:

<u>Name of Form/Document</u>	<u>Section Number</u>
<input type="checkbox"/> Bid Proposal Form	Section 00 30 01
<input type="checkbox"/> Bid Guarantee Form	Section 00 30 02
<input type="checkbox"/> Bid Bond (Notarized)	Section 00 30 03
<input type="checkbox"/> Designation of Subcontractors	Section 00 30 04
<input type="checkbox"/> Non-Collusion Declaration (Notarized)	Section 00 30 05
<input type="checkbox"/> Contractor's Certification Regarding Worker's Compensation	Section 00 30 06
<input type="checkbox"/> Prevailing Wages Certification	Section 00 30 07
<input type="checkbox"/> Acknowledgement of Bidding Practices Regarding Indemnity	Section 00 30 08
<input type="checkbox"/> Bidder's Acknowledgement of Project Duration	Section 00 30 09
<input type="checkbox"/> Certification of Site Conditions	Section 00 30 10

9. TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within thirty (30) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this thirty (30) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, the DISTRICT may postpone giving the notice to proceed. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

10. It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of sixty (60) days after the date set for the opening of bids.
11. The required List of designated subcontractors is attached hereto.
12. The required notarization: Bid Bond and the Non-Collusion Declarations for CONTRACTOR, ~~and the Non-Collusion Declarations for subcontractors are attached hereto.~~
13. 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 prepared by Owner, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within ten (10) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.
14. Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract 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 Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
15. Pursuant to Government Code section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the 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. § 15) or under the Cartwright Act (Business and Professions Code sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.
16. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Supplemental Conditions of the contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Supplementary Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

17. In the event of ambiguity due to a conflict between words and numbers with respect to the amount of the bid, words shall govern over numbers.
18. The bidder is familiar with Government Code sections 12650, et. seq., and Penal Code section 72 and understands that false claims can lead to imprisonment.
19. The bidder acknowledges that that they have reviewed the work outlined in the contract documents and fully understands the Scope of work required in the Proposal, and further acknowledges that this proposal includes the scope of work within this Bid Proposal. It is further understood that no exceptions, exclusions, or clarifications will be considered.
20. The undersigned has notified the District through the Project Manager of any discrepancies or omissions, or of any doubt about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuing of any clarifying Addenda.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Bidder

Address

By: _____
Signature of Bidder

Date: _____

Corporate Seal:
(If Corporation)

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 a 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.*

All signatures must be made in permanent blue ink

END OF SECTION

SECTION 00 30 04 – DESIGNATION OF LISTED SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code sections 4100 et. seq.,) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid.

If a Contractor fails to specify a subcontractor, or if a 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 Contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work 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 Contractor's total bid where the 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 Contractor's total bid where 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.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

SB COUNTY TI - 658 E BRIER PROJECT
LIST SUBCONTRACTORS ON THE FOLLOWING PAGE.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor & CSLB Number	City of Place of Business	Certifications and DIR Registration #

DATED: _____
Proper Name of Bidder

By: _____

(Signature of Bidder)

Address: _____

Phone: _____

EXHIBIT B

GENERAL CONDITIONS

Section 00 40 00

General Conditions

San Bernardino Community College District

March 2020

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1	
1.1	BASIC DEFINITIONS 1
1.2	EXECUTION, CORRELATION AND INTENT 5
1.3	OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS..... 8
ARTICLE 2	
2.1	INFORMATION AND SERVICES REQUIRED OF THE DISTRICT 9
2.2	DISTRICT'S RIGHT TO CARRY OUT THE WORK 11
2.3	STOP WORK CLAUSE FOR CONSTRUCTION CONTRACT 12
ARTICLE 3	
3.1	SUPERVISION AND CONSTRUCTION PROCEDURES..... 13
3.2	SUPERVISION..... 14
3.3	LABOR, MATERIALS, ETC..... 15
3.4	WARRANTY 16
3.5	TAXES..... 17
3.6	PERMITS, FEES AND NOTICES..... 17
3.7	CONTRACTOR'S CONSTRUCTION SCHEDULE..... 18
3.8	DOCUMENTS AND SAMPLES AT THE SITE..... 20
3.9	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES 21
3.10	INTEGRATION OF WORK 25
3.11	CLEANING UP 25
3.12	ACCESS TO WORK..... 27
3.13	ROYALTIES AND PATENTS..... 27
3.14	INDEMNIFICATION..... 27
3.15	DAILY REPORTS 28
3.16	RECORD DRAWINGS 28
ARTICLE 4	
4.1	ARCHITECT 29
4.2	ARCHITECT'S ADMINISTRATION OF THE CONTRACT..... 30
4.3	INSPECTOR OF RECORD 31
4.4	RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES 32
4.5	DISPUTES & CLAIMS 33
ARTICLE 5	
5.1	SUBCONTRACTORS..... 37
ARTICLE 6	
6.1	DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS 38
6.2	CONSTRUCTIVE OWNERSHIP OF MATERIAL..... 40
ARTICLE 7	

March 2020

TABLE OF CONTENTS

	<u>Page</u>
7.1	CHANGES 40
7.2	CHANGE ORDERS (“CO”) & PARTIAL CHANGE ORDERS (“PCO”)..... 41
7.3	CONSTRUCTION CHANGE DIRECTIVES & COMPROMISES..... 41
7.4	REQUEST FOR INFORMATION (“RFI”)..... 41
7.5	REQUEST FOR PROPOSAL (“RFP”)..... 42
7.6	CHANGE ORDER REQUEST (“COR”)..... 42
7.7	COST OF CHANGE ORDERS & PARTIAL CHANGE ORDERS 43
ARTICLE 8	
8.1	DEFINITIONS..... 52
8.2	HOURS OF WORK..... 53
8.3	PROGRESS AND COMPLETION 54
8.4	EXTENSIONS OF TIME..... 55
ARTICLE 9	
9.1	CONTRACT SUM 56
9.2	COST BREAKDOWN..... 56
9.3	PROGRESS PAYMENTS..... 57
9.4	APPLICATIONS FOR PROGRESS PAYMENTS 59
9.5	WARRANTY OF TITLE..... 60
9.6	DECISIONS TO WITHHOLD PAYMENT 61
9.7	NONCONFORMING WORK 62
9.8	SUBCONTRACTOR PAYMENTS 63
9.9	COMPLETION OF THE WORK..... 63
9.10	PARTIAL OCCUPANCY OR USE 66
9.11	COMPLETION AND FINAL PAYMENT 66
9.12	SUBSTITUTION OF SECURITIES 67
ARTICLE 10	
10.1	SAFETY PRECAUTIONS AND PROGRAMS 68
10.2	SAFETY OF PERSONS AND PROPERTY 70
10.3	EMERGENCIES 72
10.4	HAZARDOUS MATERIALS 73
ARTICLE 11	73
	OWNER CONTROLLED INSURANCE PROGRAM (OCIP) 74
ARTICLE 12	
12.1	UNCOVERING OF WORK..... 74
12.2	CORRECTION OF WORK..... 74
ARTICLE 13	
13.1	GOVERNING LAW..... 75
13.2	SUCCESSORS AND ASSIGNS..... 75
13.3	WRITTEN NOTICE..... 75
13.4	RIGHTS AND REMEDIES 75

GENERAL CONDITIONS

March 2020

TABLE OF CONTENTS

	<u>Page</u>
13.5 TEST AND INSPECTIONS	75
13.6 TRENCH EXCAVATION	76
13.7 WAGE RATES, TRAVEL AND SUBSISTENCE	77
13.8 RECORD OF WAGES PAID: INSPECTION	78
13.9 APPRENTICES	79
13.10 ASSIGNMENT OF ANTITRUST CLAIMS	81
13.11 STATE AUDIT	81
13.12 PERFORMANCE AND PAYMENT BONDS	81
ARTICLE 14	82
14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE	82
14.2 TERMINATION BY THE DISTRICT FOR CAUSE	83
14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)	84
14.4 REMEDIES OTHER THAN TERMINATION	84
ARTICLE 15	82
15.1 COPY OF PAYMENT BOND MUST BE POSTED ON PROJECT SITE	84
15.2 STOP NOTICE RELEASE BONDS REQUIRED	84

[END TABLE OF CONTENTS]

ARTICLE 1

1.1 BASIC DEFINITIONS

Action of the Governing Board is a vote of a majority of the District's governing board.

Addenda mean written errata, interpretation and revisions to the Bid Documents issued by the District before opening of the Bids.

Approval means written authorization through action of the governing board. However, the DISTRICT'S Governing Board has delegated authority to the DISTRICT'S Vice Chancellor for Fiscal Services to execute change orders, partial change orders, and Construction Directives which increase and/or decrease the Contract Price and/or increase and/or decrease the Contract Time for this Project. As such, the Vice Chancellor for Fiscal Services' signature on a change order, partial change order, and Construction Directive is sufficient to bind the DISTRICT provided that the Vice Chancellor for Fiscal Services' delegated authority is limited to approving increased and/or decreased costs of individual changes that do not exceed the amount specified in the applicable California Public Contract Code Sections 20118.4, 20651, 20655, 22032(a), as revised in accordance with Section 22020, if applicable, or ten percent (10%) of the original contract price, whichever is greater.

Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project.

As shown, as indicated, as detailed refer to drawings accompanying this specification.

Bid means the written offer of a Bidder (when submitted on the approved bid form) to furnish the necessary materials and to perform the Work in accordance with the Bid Documents.

Bid Security means the certified check, cashier's check or a Bid Bond accompanying the Bid submitted by the Bidder, as a guarantee that the Bidder will enter into the Contract with the District for the performance of the Work and will furnish acceptable bonds and insurance if the Contract is awarded to the Bidder.

Bidder means an individual, firm, partnership, corporation or combination thereof, submitting a proposal for the Work contemplated, acting directly or through a duly authorized representative.

Campus Operations means all services; facilities; utilities; functions; events; and all administrative, academic, instructional, public safety, life/fire/safety, construction, and/or maintenance efforts and operations, conducted by or on behalf of the DISTRICT, or conducted with the DISTRICT'S permission on DISTRICT property. Contractor and those performing by, through and/or under the Contractor, shall not affect, in any way, any Campus Operations in the performance of the Contract. Contractor is required to include in its bid any and all costs to perform as required by the Contract without affecting, in any way, any Campus Operations. If Contractor believes that the performance required by the Contract will affect, in any way, any Campus Operations, Contractor shall immediately notify the Project Manager in writing specifically stating what must be done and how it may/will affect any Campus Operation(s). Contractor shall not perform Work that affects any Campus Operations without express written permission from the DISTRICT'S Vice Chancellor for Fiscal Services. This does not mean that Contractor can stop performing as required by the Contract, rather Contractor is

required to perform said Work in such a manner and at such times so as not to affect, in any way, Campus Operations, all at no extra cost or expense, of any kind, to the DISTRICT.

Change Order (“CO”), Partial Change Order (“PCO”) and a Compromise means a written instrument prepared by the Project Manager and signed by the District, Contractor, Project Manager, and City of San Bernardino (Planning and Engineering Department) stating their agreement upon all of the following: (1) a change in the Work; (2) the amount of the adjustment in the Contract Price/Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any.

Construction Directive (“CD”) means a written instrument prepared by the Project Manager and signed by the DISTRICT’S Vice Chancellor for Fiscal Services directing the Contractor regarding: (1) a change in the Work; (2) directing the Contractor to proceed in a specific manner; (3) the amount of adjustment in the Contract Price/Sum, if any; and/or (4) the extent of the adjustment in the Contract Time, if any. The DISTRICT’S Project Manager is authorized to issue Construction Directives, however, unless signed by the DISTRICT’S Vice Chancellor for Fiscal Services, a Construction Directive issued by the Project Manager and not signed by the DISTRICT’S Vice Chancellor for Fiscal Services, is not binding on the DISTRICT to increase and/or decrease the Contract Price/Sum and/or Contract Time.

Contract or Agreement mean all of the Contract/Construction Documents for the Project. The Contractor’s signing of the Contract signifies its acceptance of the time of completion as being sufficient for completion of the Work, as well as acceptance of all of the other terms and conditions of the Contract/Construction Documents. Contractor acknowledges that it has read every clause in the Agreement, these conditions, and the specifications; has examined the location where the Work is to be done; and has made all inquiries and investigation necessary to enable it to understand thoroughly the intent of all parts of the Contract/Construction Documents, and the nature of the Work; and agrees that it will not make any claim for compensation, extension of time or other allowance of any sort, based upon or arising out of any alleged misunderstanding by it of any part of the Contract documents.

General Contractor, Contractor, District, Program Manager, Project Manager and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract/Construction Documents as if they are of singular number and neuter gender. Any reference to “Owner” shall mean “District”. The term, “Contractor” and “General Contractor” are each references to the other term. These terms are used interchangeably in the course of the Contract/Construction Documents.

Contract Sum/Price is stated in the Contract and, includes authorized adjustments pursuant to Change Orders, Partial Change Orders, and/or Construction Directives and is the total amount payable by the District to the Contractor for performance of the Work under the Contract.

Contract Time, unless otherwise provided, is the period of time, including authorized adjustments, allotted in the Contract for Completion of the Work

Days mean calendar days.

Drawings are graphic and pictorial portions of the Contract/Construction Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood,

earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

Equal/Equivalent means a product, service, component or system which is demonstrated, through the submittal process, to the satisfaction and specific approval of the District or its designee to be equal to the product, service, component or system specified as set forth in these Contract.

Equipment is a general term which refers to vehicles, systems, assemblies, sub-assemblies, products, material, fittings, devices, appliances, fixtures, apparatus, supplies and the like used in the performance of a specific function or functions or Contract obligation.

Extra Work means work of which the performance or compensation thereof is not otherwise provided for in the Contract, but found by the Owner to be necessary or desirable to the satisfactory completion of this Contract and within its intended scope.

Inspector of Record is the individual retained by the District in accordance with titles 21 and 24 of the California Code of Regulations and who will be assigned to the Project.

Locality in which the work is performed means the county in which the Project is located.

Modification(s) means a written amendment to the Contract signed by parties, a Change Order, a Partial Change Order, a Construction Directive, a Compromise, or a written order for a minor change in the Work issued by the Architect.

Notice to Proceed means a written notice from the Owner to Contractor to proceed with the Work by a specified date.

Program Manager means the firm or individual retained by the District to manage all aspects of the Measure 'M' Capital Improvement Program as an extension of the District's staff.

The Project is the complete construction of the Work performed in accordance with the Contract/Construction Documents.

Project Manager for the Project will be SBCCD. The Project Manager will be the District Representative during construction of the Project and will assist the District in the administration of the contract. All instructions from the District to the Bidders (and to the Contractor, when the contracts are awarded) shall be directed through the Project Manager. The Project Manager's address is 114 S. Del Rosa Drive San Bernardino CA 92408.

The Project Manual means the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

Provide shall include "provide complete in place," that is "furnish and install."

Project Schedule The "Project Schedule" is the schedule produced by the General Contractor of the combined itemized CPM schedules activities to complete the scope of work within the Bid Documents. General Contractor shall staff the project sufficiently to maintain the project schedule durations and milestones. The schedule will be monitored and tracked by the General Contractor and submitted for review monthly to the Project Manager.

Reference Standards for Material, Equipment, Work, procedures or workmanship established by reference to standards or procedures published in a described reference text. Referenced Standards shall have the same force and effect as if they are physically incorporated in the Contract.

Regular Work Day consists of eight hours as required under Section 1810 of the California Labor Code.

Safety Orders are those issued by any cognizant city, county, state or federal agency.

Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

The Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

Substantial Completion of the Work: unless defined differently in the Supplemental Conditions, the phrase means, that point in the progress of the Work where the Work is completed according to the requirements of the Contract Documents so that the District can occupy, have beneficial use of, and enjoy, the entire Project for its intended purpose; and where only minor and/or trivial defects in the Work remain that do not preclude the District occupying, having beneficial use of, or enjoying the entire Project for its intended purpose.

Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

Subcontractor(s), as used herein, includes those having direct or indirect contracts with Contractor and one who furnishes labor, services, materials, products, equipment, supplies, apparatus, and the like, or one who furnishes services for a special design according to plans, drawings, and specifications of this Work. The definition includes all persons and/or entities that are entitled to file a Stop Notice on the Project under applicable law.

Surety is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond.

Work of the Contractor or Subcontractor shall include all labor, services, materials, products, equipment, supplies, apparatus, and the like, necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents before preparing and submitting any bid.

Workers include laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Correlation and Intent

1.2.1.1 Documents Complementary and Inclusive. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor's contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 Coverage of the Drawings and Specifications. The Drawings and Specifications generally describe the Work to be performed by Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable there from as being necessary to complete the Work), shall be provided by the Contractor to provide a complete Project. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.

1.2.1.3 Conflicts. In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply. All conflicts in the Contract Documents shall be reported to the Project Architect through the Project Manager before proceeding with work affected.

1.2.1.4 Division of Plans and Specifications. All sections of the specification shall be read and interpreted as constituting a whole and not as an aggregation of individualized parts, and whatever is specified in one section shall be construed as applying to all sections.

1.2.1.5 Conformance With Laws. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such checking shall include Title 21 and Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents, Contractor shall, within three (3) days, notify Architect, Project Manager, Program Manager and District in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project.

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect or Project Manager's instructions regarding said work.

GENERAL CONDITIONS

1.2.1.6 Ambiguity and Inconsistency. Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall, within three (3) days, notify Architect, Project Manager, Program Manager and District in writing of any perceived or alleged error, inconsistency, conflict, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising there from including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Price or the time for performance.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 Addenda are the changes in specifications, drawings, contract documents, and plans which have been prepared by the Architect and authorized in writing by the District and which alter, explain, or clarify the contract documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 Deferred Approvals. Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals, including those required from the **City of San Bernardino** (Planning and Engineering Department) and the State Fire Marshal. Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items in its progress schedule pursuant to Article 3. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.

1.2.3 Specification Interpretation

1.2.3.1 Titles. The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved.

1.2.3.2 As Shown, Etc. Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where “as directed,” “as required,” “as permitted,” “as authorized,” “as accepted,” “as selected,” or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 General Conditions. The General Conditions, and the Supplemental Conditions if any, are a part of each and every section of the Specifications.

1.2.3.4 Abbreviations. In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings. In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and

“an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.2.3.5 *Plural.* Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.6 *Metric.* The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1” (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the “International System of Units” (SI) and generally follow ASTM E 380, “Standard for Metric Practice.”

1.2.3.7 *Standard Specifications.* Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization’s standard specifications, which are in effect at the date of the Contractor’s proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Architect and Project Manager, and approved by the District perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.4 Rules of Document Interpretation

1.2.4.1 Should the Contractor discover any conflicts, omissions, or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents, or if it appears that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents, then before proceeding with the work affected, the Contractor shall within 48 hours notify the Project Manager in writing and request interpretation, clarification, or additional detailed instructions and/or drawings concerning the work. All such questions shall be resolved and instructions to the Contractor issued by the Project Manager.

Should the Contractor and/or their subcontractors proceed with the work affected before receipt of instructions from the Project Manager it shall remove and replace or adjust any work, which is not in accordance therewith, and it shall be responsible for any resultant damage, defect, or added cost.

1.2.4.2 If any portion of the Contract Documents shall be found to be in conflict with any other portion, the various Documents comprising the Contract Documents shall govern in the following order of precedence: Permits from outside agencies required by law and applicable codes or laws, Modifications; the Owner/Contractor Agreement; addenda; supplemental conditions; General Conditions; other Division 0 and Division 1 documents and Sections; specifications; the drawings. As between figures given on drawings and the scaled measurements, the figures shall govern. As between large scale drawings and small scale drawings, the larger scale shall govern. Cost of the work, Schedule of values.

1.2.4.3 In general, the Drawings will show dimensions, position, and kind of construction; And the Specifications, qualities and methods. Any work called for in the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Work not particularly detailed, marked, or specified shall be the same as similar parts that are detailed, marked, or specified.

1.2.4.4 In case of conflict between the Drawings and Specifications, the Drawings shall govern in matters of quantity, the Specifications in matters of quality. In case of conflict within the Drawings involving quantities or within the Specifications involving quality, the greater quantity and the higher quality shall be furnished.

1.2.4.5 Should an error appear in the Drawings or Specifications, or in the work done by others affecting this work, the Contractor shall notify the Project Manager at once. In conjunction with the Architect, the Project

Manager will issue instruction as to procedure. If the Contractor proceeds with the work so affected without instructions from the Project Manager, he shall make good any resulting damage or defects.

1.2.4.6 The general character of the detail work is shown on the Contract Drawings. Any work executed before receipt of such details, if not in accordance with same, shall be removed and replaced, or adjusted, as directed, without expense to the Owner. Should any detail submitted later than the Contract Drawings is, in the opinion of the Contractor, more elaborate than the Scale Drawings and the Specifications indicated, written notice thereof shall be given to the Project Manager within three (3) days of receipt of same. The claim will then be considered, and, if justified, said detail drawings will be amended or the extra work authorized. Non receipt of such notice shall relieve the Owner of any claim.

1.2.4.7 Where on any Drawings a portion of the work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the work. Where ornament or other detail is indicated starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the work, unless otherwise indicated.

1.2.4.8 When specified brands or kinds of material are called for they are mentioned merely as standards and the Contractor has the option of using any other brand of equal quality if approved by the Architect. Any materials named in the Specifications, or which may be substituted, must, if so desired by the Architect, be tested by said Architect at the expense of Contractor.

1.2.4.9 Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference.

1.2.4.10 The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications. These standards are not furnished to bidders, for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements. The Architect will furnish, upon request, information as to how copies of the standards referred to may be obtained.

1.2.4.11 Where it is required in the Specifications that materials, products, processes, equipment or the like be installed or applied in accordance with manufacturers' instructions, directions, or specifications, it shall be construed to mean that said application or installation shall be in strict accordance with the printed instructions furnished by the manufacturer of the materials considered for use under conditions similar to those at the job site. Eight copies of such instructions shall be furnished to the Project Manager.

1.2.4.12 Where ever an article, device or piece of equipment is referred to in singular number, such reference applies to all such articles shown on Drawings or required to complete the installation.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other contract documents including Contractor shop drawings and submittals for the Project are the property of the District. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. All copies except the Contractor's record set, shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work. The District and/or Architect hereby grants the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents prepared for the Project in the execution of their Work under

GENERAL CONDITIONS

the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the District's property interest or other reserved right.

ARTICLE 2

2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.1.1 Site Survey.

The District will furnish, at its expense, a legal description of the Site and a land survey showing the boundaries of the Site. Contractor shall be responsible for all surveys regarding location of construction, grading and site work.

2.1.2 Soils

When required by the scope of the Project, the District will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the Architect or as required by local or state codes. Such services, with written reports and appropriate written professional recommendations, may include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

The Soils Report recommendations may be less restrictive than the Project specifications. The most stringent shall apply and therefore the Contractor shall construct the earthwork and soil related portion of the Project. The Soils Report is supplementary to the specifications, and is attached as an exhibit for reference and information only. **Contractor must review the "Information Available to Bidders", section 00 50 11 in the Bid Documents and familiarize itself with the contents thereof.**

2.1.3 Contractor Reliance

A soils investigation report has been obtained from test holes at the Site, and such report is available for the Contractor's use in preparing its bid and Work under this Contract. The soils report is available at the Project Manager's office for review, the soils report is for reference only. Any information obtained from such report or any other information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Contractor encounters subsurface conditions which differ materially from those indicated in the soils investigation report, then Contractor shall notify the District, Project Manager and Architect through the Project Manager within three (3) calendar days of discovery of the condition, and changes to the contract price may be made in accordance with Article 7 entitled "Changes in the Work." Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages in the event the Contractor fails to notify District within the three-day period mentioned above. **Contractor must review the "Information Available to Bidders", section 00 50 11 in the Bid Documents and familiarize itself with the contents thereof.**

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTORS INFORMATION ONLY. CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION. THE SOILS INVESTIGATION REPORT IS NOT A CONTRACT DOCUMENT.

GENERAL CONDITIONS

2.1.4 Utilities

2.1.4.1 Regional Notification Center. Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Article 8.4.

2.1.4.2 Utilities - Removal and Restoration.

The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents.

No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work, which could result in damage to such utilities. The Contractor shall immediately notify the Project Manager as to any utility discovered by Contractor in a different position than shown in the Contract Documents or which is not shown on the Contract Documents.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work.

2.1.5 Existing Utility Lines; Removal, Relocation

The contractor has the responsibility to identify, with reasonable accuracy, all utilities necessary to complete their scope of work. The Contractor shall exercise due diligence and shall not be compensated by the District for the actual verified cost of locating, and removing, relocating, protecting or temporarily maintaining existing utility services.

- The District shall furnish an existing utility survey as-built for reference.
- The Contractor shall hire an independent underground utility locator service company to identify and verify existing underground utilities within the scope of work. All cost and fees associated with this work shall be at the Contractor's own expense and included in the base bid.
- Upon completion of the independent under utility locator survey and prior to any excavations, Contractor's project manager, superintendent and subcontractor/excavator are required to conduct an onsite field verification of existing conditions, shall mark-out the utilities, and transfer all information to a working utility as-built. Contractor's utility survey as-built shall be submitted to District.
- In the event an existing utility service is interrupted or damaged the Contractor shall be required to make all necessary repairs within 4hrs. Also, District shall be entitled to recover from the Contractor

GENERAL CONDITIONS

all damages the District sustains, at its, shall calculate and the damages against the Contractor for disruption to any Campus Operation(s), including but not limited to, extended loss

of utility services resulting in shut down of classes, instructional labs, administrative offices, public safety offices, M&O offices and fire/life/safety services of students and staff. Contactor shall furnish to the District, the Contractor's on-call emergency repair contact list of contacts/companies, consisting of, but not limited to, fiber optics, gas, water, electric and sewer.

- Adjustment of the Contract Amount, Milestones and/or Contract Time will be allowed to the extent the existence of such revealed conditions directly causes an increase in Contractor cost and/or time of performance of the Work shall be subject to the conditions noted above.
- Contractor shall not be entitled to an adjustment in the Contract Amount, Milestones and/or Contract Time if: (1) Contractor was aware of the condition at the time of the bid; and/or (2) the existence of discovery of the condition could have been discovered as a result of any reasonable examination, investigation, exploration, test and/or examination of the Project Site and areas adjoining the Project Site as required by the Bid Documents before Contractor submission of Bid.

If the Contractor believes any subsurface or physical condition uncovered, revealed or otherwise exposed at the project site is of such character and/or nature as to require a change in the Contract Documents; materially different from that shown, indicated or described in the Bid Documents; or an unusual nature materially different from conditions normally encountered and generally recognized as inherent in Work of the character provided for in the Bid Documents, then Contactor shall upon discovery notify the District/Project Manager in writing within (1) one calendar day.

2.1.6 Easements

District shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract Documents.

2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails (within a (72) Seventy Two hour period after receipt of written notice or a shorter time period expressly stated in the written notice from the District in an emergency situation) to commence and continue correction of such default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 14 after providing three-day written notice to Contractor and Surety. If during this three (3) day period, Surety personally delivers notice to District that it intends to perform such work, District shall allow Surety seven (7) days to perform. In an emergency situation, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 14 after providing 48 hours' notice to the Contractor. In either case, the Contractor will be invoiced the cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, or neglect. The invoice amount shall be deducted from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. The District may at exercise their right to carry out the work, in the event the Contractor, and/or anyone performing under and/or through the Contractor, fails to meet the minimum conditions outlined below:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials, products, equipment, apparatus, and the like;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor's creation of, and/or failure to

GENERAL CONDITIONS

- immediately resolve, an unsafe condition;
5. In the case of bona fide emergency;
6. Failure to order materials/products/equipment/apparatus, and the like, in a timely manner;
7. Failure to prepare deferred-approval items or shop drawings in a timely manner;

8. Failure to comply with Contractor's schedule which would result in a delay to any critical path activity; or
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.

2.3 STOP WORK CLAUSE FOR CONSTRUCTION CONTRACT

2.3.1 Archaeological Resources

In the event that archaeological materials or historic-age (i.e., over 50 years old) features are encountered during ground-disturbing construction activities (e.g., grading, trenching, excavating), these activities must be suspended within 100 feet of the find and the Project Archaeologist at ECORP Consulting, Inc. notified. The ECORP archaeologist(s) will then record and evaluate the find for eligibility to the California Register of Historical Resources (CRHR). If evaluated as CRHR- eligible and determined eligible by the San Bernardino Community College District, the site must be avoided and preserved. If that is not feasible, an archaeological data recovery program shall be completed. The appropriate level of work required will be determined by the Project Archaeologist. Work in the vicinity of the find can commence when cleared by the Project Archaeologist.

2.3.2 Human Remains

If bone of any kind is found during construction, work must be suspended within 100 feet of the find and the Project Archaeologist at ECORP consulting, Inc. notified. The ECORP archaeologist will then determine if the bone is human. If it is determined or even suspected that the bone represents human remains, the requirements of CEQA Guidelines Section 150645(e) must be followed and will be implemented by ECORP, in coordination with the San Bernardino Community College District. According to these requirements, all construction activities must cease immediately. The **City of San Bernardino** Coroner will be notified by ECORP. The Coroner will examine the remains and determine the next appropriate action based on his/her findings. If the coroner determines the remains to be of Native American origin, he/she will notify the Native American Heritage Commission (NAHS). The NAHC will then identify the most likely descendants (MLD) to be consulted regarding treatment and/or reburial of the remains. If an MLD cannot be identified or the MLD fails to make a recommendation regarding the treatment of the remains within 48 hours after being granted access to the property, the San Bernardino Community College District shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location a not subject to further subsurface disturbance. Work cannot continue until clearance has been granted by the County Coroner and the College District.

2.3.3 Paleontological Resources

Portions of the project area consist of Pleistocene alluvial sediments that have a high potential to contain significant, nonrenewable paleontological resources. A mitigation program is being developed by ECORP Consulting, Inc. for the project and will require the presence of a qualified vertebrate paleontologist during all ground-disturbing activities in undisturbed Pleistocene sediments. Monitoring may be required during excavation. The monitor will be present during initial excavation in these areas and will determine the appropriated schedule for monitoring based on examination of the exposed soils. The monitor will have the authority to temporarily halt or divert equipment to allow recovery of significant fossils. Work can continue in the area when cleared by the Project Paleontologist.

- If the Work is delayed for any reason for which neither Contractor nor Owner are responsible, Contractor's and Owner's sole and exclusive remedy for such delay will be a non-compensable extension of the Contract

Time for the duration of such delay to the critical path as shown by the current approved schedule.

ARTICLE 3

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in section 43 of Title 21 of the California Code of Regulations and section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

.1 Responsibilities. It is the duty of the Contractor to complete the Work covered by his or her contract in accordance with the approved Contract Documents. The Contractor in no way is relieved of any responsibility by the activities of the Project Manager, Architect, Engineer, Inspector or **City of San Bernardino** (Planning and Engineering Department) in the performance of their duties.

.2 Performance of the Work. The Contractor shall carefully study the approved Contract Documents and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Contract Documents, the Contractor shall correct the work immediately but not without the knowledge of the Districts representative.

(i). All inconsistencies or times, which appear to be in error in the Contract Documents, shall promptly be called to the attention of the Architect or Engineer through the Project Manager for interpretation or correction. Local conditions, which may affect the Work, shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done, which is not in conformity with the approved Contract Documents and as required by law.

(ii). The Contractor shall not carry on Work except with the knowledge of the Inspector of Record.

(iii). Verified Reports. The Contractor shall make and submit to the office daily, verified reports as required in section 36 of Title 21 and section 4-366 of Title 24.

(iv). Contractor shall fully comply with any and all reporting requirements of Education Code section 81147 in the manner prescribed by Title 24, as applicable.

3.1.2 Contractor Responsibility

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material, product, and equipment suppliers, and their agents, employees, invitees, and employees, Subcontractors, material, product, and equipment suppliers, and their agents, employees, invitees,

GENERAL CONDITIONS

and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.1.3 Obligations not Changed by Architect's Actions

The Contractor shall not be relieved of obligations to perform the work in accordance with the Contract Documents either by activities or duties of the District, Inspector of Record, Architect or the Project Manager, in the administration of the Contract or tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.4 Performance of Work With Own Force

Contractor shall be allowed to self-perform any portion of the work provided the Contractor is licensed by the State of California. Contactor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents.

3.2 SUPERVISION

3.2.1 Full Time Supervision

The Contractor shall staff and retain at all times during its progress of work a competent construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor and shall be fully authorized to receive and fulfill any instruction from the Project Manager, Architect, the Inspector, the Program Manager, the District or any other District representative. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Prior to mobilization the Contractor shall provide written notice to Project Manager containing the name and a Statement of Qualifications of site superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District, Project Manager, and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

3.2.2 Staff

Notwithstanding other requirements of the contract documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the assigned task as defined in the contract documents. The Contractor shall remove, or cause a subcontractor to remove from the Project, any incompetent employee, or any employee not skilled for the type of work required as defined in the contract documents. The District and/or Project Manager may, in writing, require the Contractor to remove from the Work any employee with or without cause.

3.3 LABOR, MATERIALS, ETC.

3.3.1 Contractor to Provide

The Contractor shall provide and pay for labor, material, products, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits 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.

3.3.2 Quality

Unless otherwise specified, all materials, products, and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested by the District or Project Manager, furnish, within ten (10) days of written request, satisfactory evidence as to kind and quality of materials, products, and equipment along with bona fide copies of invoices for materials, products, equipment, or services provided for the Project. Contractor shall forward information to Project Manager and District. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other college construction.

3.3.3 Replacement

Any work, materials, products, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District or Project Manager, in which case, they shall be removed and replaced by the Contractor at no additional cost to the District and at with no or extension of time to the Contractor.

3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person whom the District or Project Manager concludes is improperly skilled for the task assigned to that person, whom fails to comply with the requirements of this article, or whom creates safety hazards which jeopardize other persons and/or property.

3.3.5 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the Project. Contractors shall not violate any written District or Project Manager policies.

3.3.6 Delivery of Materials, Etc.

Contractor shall place orders for materials, products, and equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the District or Project Manager, furnish documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders, and bills of lading, showing that orders have been placed.

3.3.7 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have no right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise the District through the Project Manager as to its owner within three (3) days of such installation in writing, prior to making the installation.

3.3.8 Title to Materials, Etc.

The title to new materials, products, or equipment for the Work of this Contract, and attendant liability for its protection and safety, shall remain with Contractor until incorporated in the Work of this Contract and accepted by the District, Project Manager and Architect; no part of said materials, products, or equipment shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials, products, and equipment in a manner satisfactory to the District or its authorized representative. If title remains with Contractor for materials, products, and/or equipment until installed, District cannot pay for such stored materials, products or equipment.

3.3.9 Assemblies

For all materials, products, and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, products, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized in the Contract Documents in every detail. In all instances, materials, products, and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

3.3.10 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations). Contractor shall schedule the performance of all work or make other arrangements so that construction operations do not cause disruption or disturbance to Campus Operations. In no event shall Contractor have a right to receive additional compensation or an extension to the contract time as a result of any such rescheduling or the making of such arrangements.

3.4 WARRANTY

The Contractor warrants to the District and Project Manager that materials, products, and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to District includes, but is not limited to the following representations:

(a) *Contractor shall, and hereby does, warranty all Work for a period of (1) year after the date of Notice of Completion. This is in addition to any longer written warranties that may also apply.*

(b) In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand. If Contractor fails to do so, District may back charge Contractor and/or set off the costs thereof against monies in the Contract and/or held as retention, in addition to any other right and/or remedy District may have.

(c) If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor who hereby agrees to pay costs and charges therefore immediately on demand. If Contractor fails to do so, District may back charge Contractor and/or set off the costs thereof against monies in the Contract and/or held as retention, in addition to any other right and/or remedy District may have. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.

(d) This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District and Project Manager, all appropriate guarantee or warranty certificates upon completion of the Project.

3.5 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment

The Contractor shall secure all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the **City of San Bernardino** (Planning and Engineering Department). Contractor shall be responsible for payment of specific permits such as OSHA, etc. and shall not be reimbursable by the District. District shall be responsible for all testing and inspection as required by the **City of San Bernardino** (Planning and Engineering Department) and Contract Documents.

3.6.2 Compliance

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

GENERAL CONDITIONS

3.6.3 Responsibility

The Contractor shall perform all Work in conformance with every law, statute, ordinance, building code, rule or regulation. The Contractor shall assume full responsibility for such Work and shall bear the cost of correction or Project delay.

3.7 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.7.1 Project Schedule:

Project Schedule is provided by the Contractor. Contractor shall be required to supply the Project Manager the following:

No later than twenty-one (21) calendar days after Notice to Proceed, or such other time as may be set forth in the special provisions, and before commencement of work, the Contractor shall furnish to the Project Manager a critical path method (CPM) baseline schedule for the entire Project. Schedule shall include the following as minimum standards:

- A.** Activities of all trades and subcontractor's that must be completed prior to starting various components of the Work.
- B.** Long lead procurement requirements.
- C.** Submittals and shop drawings required for every spec section included in this contract, using the logic required herein.
- D.** The Contractor's plan for completion of work in sufficient detail to allow observation and monitoring by the Project Manager and the District.
- E.** Activities shall be broken down by building or area, by trade, subcontractor, and by observable sequence of work. All activities shall be broken down into phases two weeks or less in length.
- F.** Inspections required to gain approval of all work installed by this Contractor.

The schedule provided must allow for completion within the milestone durations established in the contract documents and overall project duration. It is the Contractor's responsibility to provide adequate labor resources and to sequence its work in a way to meet these contractual durations, and to coordinate with other District Contractors to allow their work to be completed concurrently if the schedule requires. No progress payments will be approved until schedule input has been reviewed and accepted by the Project Manager and the District satisfying all of the criteria listed.

The Contractor shall provide status of its activities monthly and submit the monthly update with the progress payment request.

Short Interval Scheduling (SIS) will be used throughout the on-site construction activity.

In the event of a delay affecting the completion date and/or milestones of the Project, Contractor shall advise the District and Project manager within (48) hours regarding significant distribution of the work sequence. It is not the Owner's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Contract Sum will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the District within forty-eight (48) hours of receipt of the adjustment request. Failure to provide timely notice constitutes a waiver by Contractor of any claim for compensation arising out of the schedule adjustment.

Time is of the essence of this agreement. The Contractor shall, to the fullest extent possible, carry on the various classes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work. The Contractor shall staff the project to ensure completion of activities within original durations allowed in the approved Baseline Schedule produced by the Contractor and approved by the Project Manager. The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the Final Baseline schedule. If work on a critical path is seven days or more behind the currently updated schedule the Contractor will implement whatever steps it deems necessary to make up all lost time. If the actions taken are not successful, the Contractor will make further attempts using the following sequence of events:

- A. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- B. If the above cannot be achieved then;
 - 1. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate the backlog of work.
 - 2. In addition, the Contractor is required to submit a recovery schedule within ten (10) calendar days to the District and Project Manager demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the actions taken by the Contractor are unsatisfactory, the Project Manager may require the Contractor to take any of the actions set forth in the previous Article without additional cost to the District to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section shall be considered grounds for a determination by the District and Project Manager, that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

The District and the Project Manager will not be responsible for the failure of the Contractor to plan, schedule and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract milestone/completion dates or the failure of the Contractor to schedule and coordinate the Work of the Contractor's own trades and Subcontractors or to coordinate and cooperate with other District Contractors." Refer to Milestone Schedule Constraints as outlined below:

3.7.2 Sequencing of the scope of work shall be coordinated with the Project Manager and Campus.

SCHEDULE MILESTONES:

- A. **Standard Work Hours for Existing Building Occupants:** 8:00am to 5:30pm
- B. Contractor will have access to the site 24/7. The contractor will need to coordinate with Property Manager for access to building occupant spaces on the 1st and 3rd floor. Also note that certain operations must be performed outside the normal working hours (8:00 am – 5:30 pm) of Monday through Friday to prevent the disturbance or interruption of normal business operations. These operations include, but are not limited to:
 - i. Drilling or cutting of the concrete floor slab.
 - ii. Drilling or cutting of any concrete structural member.

- iii. Sanding, chiseling or leveling of the concrete structure.
- iv. Any work which generates noise or vibration which may be disruptive to normal office procedures elsewhere in the Project Site.
- v. Any work that creates an odor that is disruptive to Owner and/or its tenants.
- vi. Any work otherwise is disruptive to Owner and/or its tenants.

C. Notice to Proceed Milestones

- i. **Construction (147 Calendar Days) - issued after District Board Approval and execution of the contract, shall consist of all general requirements, including but not limited to required surveys, submittals, deferred approvals, design services, permits and approvals, pre-construction meetings and activities, site walks, long lead procurement requirements, hall off, installation, operation, and complete contract scope of work as defined in the project document by September 6, 2019.**

D. Interim Milestones

- i. No interim milestone for this project.

E. Completion Milestones

- i. Substantial Completion: (1) calendar day, within duration of NTP 1.
- ii. Punch list: (14) calendar days, within duration of NTP 1.
- iii. Final Completion (1) calendar day, within duration of NTP 1.
- iv. Notice of Completion (1) calendar day, within duration of NTP 1.

F. Phasing of Work

- i. Constraints: See General Requirements Division 1, Section 01 32 16; Project Construction Schedule.

3.7.3 Failure to Meet Requirements

Failure of the Contractor to provide proper schedules as required by this Article and Article 9 is a material breach of the contract and grounds for termination pursuant to Article 14. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any progress payments or retention amounts otherwise payable to the Contractor.

3.8 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the District one current copy of the Uniform Building Code, Titles 19, 21 and 24 of the California Code of Regulations and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Architect and Project Manager and shall be delivered to the Project Manager for delivery to the District upon completion of the Work.

3.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.9.1 Submittals defined

3.9.1.1 Shop Drawings. The term “shop drawings” as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, products, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with shop drawings all seismic and other calculations and all product data from equipment manufacturers. “Product data” as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term “manufactured” applies to standard units usually mass-produced, and “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.9.1.2 Samples. The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.9.1.3 Schedule for Submission of Shop Drawings. Contractor shall obtain and shall submit all required shop drawings, samples, etc., in accordance with the Project Schedule as required in the scheduling portion of the General Conditions at Article 3.7 with such promptness as to cause no delay in its own Work or in that of any other Contractor or subcontractor but in no event later than ninety (90) days after the execution of Notice to Proceed. Contractor shall submit all shop drawings, samples, and manufacturer’s descriptive data for the review of the District, Project Manager and Architect. By submitting shop drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and Contract Documents. The submission of the shop drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution. All deviations from the Contract Documents shall be described, in a narrative format, in a transmittal accompanying the shop drawings. Shop drawings shall not be used as a means of requesting a substitution. Review by District, Project Manager and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Any submission, which in District’s and Project Manager’s opinion is incomplete, contains errors, or has been checked superficially, will be returned unreviewed by the Architect for resubmission by the Contractor. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents and evidence Contractor’s review through execution of the following stamp to be placed on each shop drawings:

“The Contractor has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the shop drawings that does not conform to the contract documents. This shop drawing has been coordinated with all other shop drawings received to date by Contractor and this duty of coordination has not been delegated to

GENERAL CONDITIONS

subcontractors, material suppliers, District, Project Manager, Architect, or the Engineer(s) on this Project.

Signature of Contractor and Date

3.9.1.4 Extent of Review. In reviewing shop drawings, the District, Architect and Project Manager will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's and Project Manager's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's and Project Manager's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and shop drawings and Work which is not indicated on the shop drawings at the time of submission of shop drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the submittals or Contract Documents.

3.9.2 Drawing and Submission Procedure

3.9.2.1 Transmittal Letter and Other Requirements. All submittals and shop drawings must be properly identified with the name of the Project, submittal number organized by division, dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively by division, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

3.9.2.2 Copies Required. Each submittal shall include eight (8) reproducible and / or legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.

3.9.2.3 Corrections. The Contractor shall make all corrections required by Architect and shall resubmit within seven (7) calendar days, as required by Architect or Project Manager, corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect or Project Manager on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor.

3.9.2.4 Approval Before Commencement of Work. No portion of the Work requiring a shop drawing or sample submission or other submittal shall be commenced until the submission has been reviewed by Contractor, Project Manager, and Architect, and approved by the Architect, unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.9.3 Sample Submissions Procedure

3.9.3.1 Samples Required. In case a considerable range of color, graining, texture, or other characteristics are anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by

GENERAL CONDITIONS

the Contractor to indicate the full range of characteristics which will be present in the finished products; and products delivered or erected without submittal and approval of a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in **quantities of (8)**. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date, and shall be accompanied by a letter of transmittal containing similar information, together with the submittal number, and Specification section number. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.9.3.2 Labels and Instructions. All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions.

3.9.3.3 Architect's Review. The Architect and Project Manager will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures.

3.9.3.4 Record Drawings and Annotated Specifications. The Contractor is responsible for any required as-built record drawings and specifications. The Contractor shall at the time of installation and no less than on a weekly basis, update a master set of as-built reproducible drawings to be maintained in the project office. In addition, an as-built set of blue line drawings should be kept current at the project site and be clearly labeled "As-Built Progress Documents". These shall be made available to for viewing by the District/Project Manager and the Architect at any time. The following information shall be inserted and dimensioned on said drawings and specifications, in RED, by the Contractor: the exact horizontal and vertical location of all installations in their finished condition, including but not limited to changes made by change orders, partial change orders, construction directives, responses to RFI's, ASI's, verbal confirmations, and other modifications described in these Contract Documents: Locations of Work buried under and outside the building, such as plumbing and electrical lines and conduits: Locations of significant Work concealed inside the building whose general locations have been changed from those shown on the Contract Documents: Locations of items, not necessarily concealed, which have been changed with the District/Project Manager or Architect's prior acceptance, from the location shown on the Contract Documents: Locations of main runs of piping, conduit, ductwork, and similar items by dimensions: Locations other items either by dimensions or in relation to spaces within the building: Record deviations from the sizes, locations, and other features of installation shown in the Contract Documents: Establish locations of underground Work by dimension to column lines or walls, locating turns, and by referenced centerline and invert elevations and rates of fall: Give sufficient information to locate Work concealed in the building. Exact dimensioned location of all utilities underground within the construction limit lines.

The Contractor shall update the drawings as work progresses. Failure to comply with the preparation and submission of as-built drawings may result in the District and/or Project Manager withholding the next month's progress payment.

3.9.3.5 Equipment Manuals. Contractor shall obtain and furnish, in the quantity described in Section: Contract Closeout of the General Requirements; complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the District through the Project Manager.

3.9.3.6 District's Property. All shop drawings, computer disks, annotated specifications, samples and other submittals shall become the District's property upon receipt by the District, Project Manager or Architect.

3.9.4 Substitutions

3.9.4.1 One Product Specified. Whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." The Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

3.9.4.2 Products Specified Which are Commercially Unavailable. If the Contractor fails to make a request for substitutions for products and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the **City of San Bernardino** (Planning and Engineering Department), or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and deducted via Change Order.

3.9.4.3 Substitution Request Form. Requests for substitutions of products, materials, or processes in place of the Specified Item must be in writing on the District's Substitution Request Form (refer to Contract Documents)

The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality/service/ability to the Specified Item;
2. Will entail no changes in detail, construction, and scheduling of related work;
3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the District;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will require no change of the construction schedule.

Only one request for substitution will be considered for each product. By completing and submitting the request for substitution the Contractor acknowledges that should the request for substitution not be approved by the District that the Contractor shall supply the specified at no addition claim for cost to the District.

Substitution proposals will not be considered before bidding for the award of a contract. All requests for substitutions shall be made within thirty (30) days of the Contractors receipt of Notice to Proceed No. 1 and should be considered priority initial submittals. Failure to meet said time period shall constitute a waiver by the Contractor and an acceptance of the specified materials. Late submittals may be considered only when the Project Manager consents in writing that it is in the District's best interests so require.

The District, Project Manager and the Architect shall evaluate said request, and shall approve, deny, approve with conditions, or initiate the procedure for a Change Order in response to the Contractor's request. If the proposed substitution is rejected, the Contractor shall provide the material originally specified. Such decision shall be final.

Failure by the Contractor to identify all deviations from the Contract Documents in its request for substitution shall render any District action taken thereon null and void. The Contractor shall bear all costs resulting from any error in the request for substitution.

3.9.4.4 List of Manufacturers and Products Required. The Contractor shall require all Subcontractors to prepare and submit to the Contractor, within thirty (30) days of execution of the Subcontract, comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for the Contractor's or Architect's approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, required by the Contract Documents, but rather shall be considered as a base from which more detailed submittals shall be developed for final review by the Contractor, Project Manager, District and the Architect.

3.9.5 Deferred Approvals

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 21 California Code of Regulations section 17(g) and Title 24 California Code of Regulations section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's.

3.10 INTEGRATION OF WORK

3.10.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all subcontractors are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.10.2 Structural Members

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect AND APPROVED BY CITY OF SAN BERNARDINO (PLANNING AND ENGINEERING DEPARTMENT). Work done contrary to such authority is at the Contractor's risk and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be the Contractor's responsibility.

3.10.3 Subsequent Removal

Permission to patch any areas or items of the Work shall not constitute a waiver of the District's or the Architect's right to require complete removal and replacement of the areas or items of the Work if, in the opinion of the Architect, Project Manager or the District, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents.

3.11 CLEANING UP

3.11.1 Contractor's Responsibility

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove debris from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Project Manager daily. Upon completion of Work, Contractor shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the Work, Contractor shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

Final cleanup of the Site and buildings shall be the responsibility of the Contractor.

3.11.1.1 In addition to the general cleaning, the following special cleaning shall be done at the completion of the work in accordance with the specifications including, but not limited to:

- (a) Remove putty stains from glazing, then wash and polish glazing.
- (b) Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
- (c) Remove temporary protection and clean and polish floors and waxed surfaces.
- (d) Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint.
- (e) Remove spots, soil, plaster and paint from tile work, and wash tile.
- (f) Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
- (g) Vacuum-clean carpeted surfaces.
- (h) Remove debris from roofs, down spout and drainage system.

3.11.2 Failure to Cleanup

The Contractor shall properly clean its work and the Site, and maintain its work area in an orderly manner. The Contractor shall remove all dirt, debris, waste, rubbish, and implements of service from the Project, the adjacent sidewalks and streets, and the working area daily or as directed by the District and/or Project Manager. Debris, waste, or unused construction materials shall not be left under, in, or about the Project, nor allowed to accumulate on the Site or in the working area.

The Contractor, at its sole cost, shall contract with a disposal company to remove all such rubbish, and shall have the refuse containers emptied at frequent enough intervals so that waste does not overflow the containers.

If the Contractor fails to clean up during progress or upon completion of the Work, the District and or Project Manager may, at the Contractor's expense who hereby agrees to pay costs and charges therefore immediately on

demand. If Contractor fails to do so, District may back charge Contractor and/or set off the costs thereof against monies in the Contract and/or held as retention, in addition to any other right and/or remedy District may have.

3.12 ACCESS TO WORK

The Contractor shall provide the Project Manager, District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

3.13 ROYALTIES AND PATENTS

3.13.1 Payment and indemnity for Infringement

Contractor shall hold and save the District and its officers, agents, and employees, the Architect, and the Architect's consultants, the Project Manager and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the District, unless otherwise specifically provided in the contract documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect's consultants.

3.13.2 Review

The review by the Architect and Project Manager of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

3.14 INDEMNIFICATION

3.14.1 Contractor

Contractor shall defend, indemnify and hold harmless District, Project Manager, Architect, Project Manager, Inspector, their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Project Manager, Inspector, their officers, employees, agents, and independent contractors, from any legal action including attorney's fees or other proceeding based upon such act, omission, or breach.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Project Manager, Inspector, their officers, employees, agents, and independent contractors, from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District;

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District;

(c) Any dispute between Contractor and Contractor's subcontractors/ suppliers/ sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material man of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims; and/or

(d) Any breach of this Agreement by Contractor, and/or its subcontractors, sub-subcontractors and/or suppliers and/or materialmen.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim 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. Contractor hereby agrees to pay costs and charges therefore immediately on demand. If Contractor fails to do so, District may back charge Contractor and/or set off the costs thereof against monies in the Contract and/or held as retention, in addition to any other right and/or remedy District may have.

Contractor shall ensure that its contract with each of its subcontractors contains provisions requiring the subcontractors to defend, indemnify and hold harmless the District, Architect, Project Manager and Inspector to a minimum level as set forth in this Article.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Project Manager, Inspector, and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; and (4) products installed in or used in connection with the Work.

3.15 DAILY REPORTS

The Contractor shall submit Daily Report to Project Manager daily. Submission of Contractor daily report is a condition precedent for the processing of Contractors progress payments.

3.16 RECORD DRAWINGS

3.16.1 General

The Contractor shall maintain a record set of full-size project drawings upon which all field changes are recorded on a daily basis as described in the General Conditions and as required herein. As a condition of final acceptance of the project, this record set of project drawings with as-built changes shall be signed by the Contractor, shall be delivered to the District and Project Manager and shall be considered the property of the District.

Original data that is superseded shall be lined out and still remain legible. Original figures shall not be eradicated, nor corrections made over an item.

The contractor shall record any changes, deletions, additive, rerouting, stubouts, offsets or any other deviation from the plans on the as-built drawings. All underground and concealed work shall be recorded with exact location by dimension and elevation as detailed below, even when installed in conformance to original drawings.

Elevations shall refer to MLLW datum.

Dimensions shall be shown from permanent installations rather than from fencing or other temporary locations that are subject to change.

Two reference dimensions shall be given for each underground or concealed installation.

Trenches for underground lines shall not be backfilled, nor shall concealed work be covered until elevations and dimensions are recorded complete on as-built drawings and a check has been made of lines versus recorded data by Engineer. If backfill is placed without approval, the works shall be uncovered so that a proper check can be performed. Original data that is superseded shall be lined out and still remain legible. Original figures shall not be eradicated, nor corrections made over an item.

The Contractor is responsible for any required as-built record drawings. The Contractor shall at the time of installation and no less than on a weekly basis, update a master set of as-built reproducible drawings to be maintained in the project office. In addition, an as-built set of blue line drawings should be kept current at the project site and be clearly labeled "As-Built Progress Documents". These shall be made available to for viewing by the District/Program and Project Manager, and the Architect at any time. The following information shall be inserted and dimensioned on said drawings and specifications, in RED, by the Contractor: the exact horizontal and vertical location of all installations in their finished condition, including but not limited to changes made by change orders, partial change orders, responses to RFI's, ASI's, construction directives, verbal confirmations, and other modifications described in these Contract Documents: Locations of Work buried under and outside the building, such as plumbing and electrical lines and conduits: Locations of significant Work concealed inside the building whose general locations have been changed from those shown on the Contract Documents: Locations of items, not necessarily concealed, which have been changed with the District/program and Project Manager or Architect's prior acceptance, from the location shown on the Contract Documents: Locations of main runs of piping, conduit, ductwork, and similar items by dimensions: Locations other items either by dimensions or in relation to spaces within the building: Record deviations from the sizes, locations, and other features of installation shown in the Contract Documents: Establish locations of underground Work by dimension to column lines or walls, locating turns, and by referenced centerline and invert elevations and rates of fall: Give sufficient information to locate Work concealed in the building. Provide exact dimensioned location of all utilities underground within the construction limit lines.

The Contractor shall update the drawings as work progresses. Failure to comply with the preparation and submission of as-built may result in the District and/or Program and Project Manager withholding the next month's progress payment.

ARTICLE 4

4.1 ARCHITECT

4.1.1 Replacement of Architect

In the case of the termination of the Architect, the District may appoint another architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status

Pursuant to Titles 24 and 21 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 81130.3 et seq. the Architect will provide administration of the Contract Documents and the Work during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents and permitted by California Community Colleges Chancellor's Office.

4.2.2 Site Visits

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents. The Architect will attend all Weekly Owner – Contractor Meetings.

4.2.3 Limitations of Construction Responsibility

The Architect, District and Project Manager shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, District and Project Manager shall not be responsible for the Contractor's, Subcontractors', material or equipment suppliers', or any other person's schedules, or failure to carry out the Work in accordance with the Contract Documents. The Architect, District and Project Manager shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, District or Project Manager in administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration

Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the District and the Contractor shall communicate through the Project Manager. The Project Manager shall be promptly informed, and shall receive copies of all written communications. Contractor shall not rely upon any communication from the District that is not from the District's Vice Chancellor for Fiscal Services. Communications by and with the Architect's consultants shall be through the Project Manager. Communications by and with Subcontractors and material or equipment suppliers shall be through the Contractor.

4.2.5 Payment Applications

The Project Manager will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9 and subject to the Inspector's approval and Architect, and Project Manager's observation.

4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect or Project Manager, may recommend to the District that the District reject Work which does not conform to the Contract Documents. Whenever the Architect or Project Manager considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect or Project Manager may, recommend to the District that the District require additional inspection or testing of the Work, whether or not such Work is fabricated, installed, or completed.

However, neither this authority of the Architect or Project Manager nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or Project Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 Warranties Upon Completion

The Architect and Project Manager, in conjunction with the Inspector will conduct field reviews of the Work to determine the date of completion, shall receive and forward to the District for the District's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment when the Architect and Project Manager believe the Work has been completed in compliance with the requirements of the Contract Documents. The handling by the Architect or Project Manager of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect or Project Manager any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

The Architect and Project Manager will conduct a field review of the Contractor's comprehensive list of items to be corrected (final punch list) upon receipt of such list. Within seven days of receipt of such list, Architect and Project Manager shall also add to that list any items that it/they determine (supplemented final punch list) should be on said list. At the same time, the Architect and Project Manager will also provide a cost estimate to complete and/or correct each item on the final punch list and supplemental final punch list and provide same to the Contractor and the District's Vice Chancellor for Fiscal Services. The Architect and Project Manager will conduct as many follow-up field reviews as needed to insure timely completion of both lists. If more than two follow up field reviews are required by the Architect and/or Project Manager, the cost incurred by the District for further field reviews, and/or the preparation of further punch lists by the Architect or Project Manager, shall be invoiced to the Contractor who hereby agrees to pay costs and charges therefore immediately on demand. If Contractor fails to do so, District may back charge Contractor and/or set off the costs thereof against monies in the Contract and/or held as retention, in addition to any other right and/or remedy District may have.

4.2.8 Interpretation

The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents.

4.2.9 Additional Instructions

4.2.9.1 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.9.2 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The District's decisions on matters relating to aesthetic effect will be final.

4.3 INSPECTOR OF RECORD

4.3.1 General

One or more Project inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24.

4.3.2 Inspector's Duties

All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 Inspector's Authority to Reject or Stop Work

The Inspector shall have the authority to reject Work in writing noting specific deficiencies whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector, District, or Project Manager may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absences of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents. The District will not be responsible financially for work stoppages that are the responsibility of the Contractor.

4.3.4 Inspector's Facilities

The Inspector will provide temporary facilities as required.

4.3.5 Testing Times

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

At any time during the project, if District is required to provide or secure additional professional services for any reason by any acts of Contractor or its Subcontractors, Contractor may be responsible for the cost and expense thereof. Upon notice to Contractor, District shall retain and provide additional professional services and may by assessment, recover all incurred costs for any additional professional services. Additional services shall include, but not be limited to:

- (a) Services made necessary by the default of the Contractor.
- (b) Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- (c) Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- (d) Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings,

specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

GENERAL CONDITIONS

- (e) Services for evaluating and processing claims submitted by the Contractor in connection with the Work outside the established change order and/or dispute resolution process.
- (f) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- (g) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- (h) Services in conjunction with more than one (1) re-review of submittals of shop drawings, product data, samples, etc.

4.5 DISPUTES & CLAIMS

The District and Contractor agree that Article 7, in its entirety, must be followed as a condition precedent to proceeding under Articles 4.5 through 4.5.10 below. Together, Article 7 and Articles 4.5 through 4.5.10 establish the exclusive procedures for resolving disagreements, “Disputes” and “Claims” between the Contractor and the District regarding this Agreement, except as may be expressly exempted elsewhere in this Agreement.

Disagreements, “Disputes” and “Claims” relate to time, money, the scope of work required by this Agreement, deleted and/or extra work that is requested by the District, change order requests from the Contractor, unforeseen underground conditions, non-conforming conditions not caused by the Contractor and/or others working under the Contractor, and/or all or some of the foregoing. They are only distinguished by where in the claims resolution process they may be at a given point in time.

Another intent of this exclusive resolution procedure is that if the process set forth in Article 7, in its entirety, does not resolve a purported add or deduct to the Contract, in whole or in part, then both the Contractor and District agree to resolve each “Dispute” or “Claim” as close as possible to the conclusion of the event(s) and/or circumstance(s) giving rise to the “Dispute” or “Claim”. In this way, the information and documentation available to both parties will be as fresh as possible and permit the best informed resolution to occur. Both parties acknowledge that their failure and/or refusal to follow this exclusive process will irreparably prejudice the other party and as such, should a party to this Agreement fail or refuse to comply with this exclusive process, any “Dispute” or “Claim” they may have shall be waived and forfeited.

This exclusive process set forth below, following both parties initially complying with Article 7, in its entirety, shall apply equally to the District as it does to the Contractor.

4.5.1 Disputes - Decision of Architect

A Dispute between the District and Contractor involving money or time, including those alleging an error or omission by the Architect, shall be referred initially to the Architect, through the Project Manager, for action as provided in Article 4.5.2. The Dispute shall be submitted within five (5) days of the Article 7 process not resolving a party’s sought after relief. The Dispute shall contain a detailed narrative of the Dispute together with detailed estimates and/or calculations regarding costs and/or time, and all supporting information and documentation to prove entitlement to the relief sought by the Party submitting the Dispute.

4.5.2 Architect’s Review

The Architect will review the Dispute and take one or more of the following actions in writing within ten (10) days of receipt of a Dispute: (1) request additional supporting data from the claimant; (2) recommend the rejection of the Dispute in whole or in part, stating reasons for rejection; (3) recommend approval of the Dispute in whole or in part, stating reasons for approval; or (4) suggest a compromise. Once the Architect takes action under Article 4.5.2

(2) and/or 4.5.2 (3), the parties shall, within five (5) days of the Architect's action notify each other in writing whether the Architect's recommended proposal is acceptable.

4.5.3 Documentation if Resolved

If a Dispute has been resolved pursuant to Article 4.5.2 (3) and/or 4.5.2 (4), by both parties agreeing to do so in writing, the Architect and/or Project Manager will prepare or obtain appropriate documentation in the form of either: a change order; partial change order; constructive directive; and/or compromise. If within the Vice Chancellor for Fiscal Services' limits of delegated authority, the Vice Chancellor for Fiscal Services will sign the documentation and have the documentation processed.

4.5.4 Actions if Not Resolved

If a Dispute has not been resolved pursuant to Article 4.5.2 (3) and/or 4.5.2 (4), the party submitting the Dispute shall, within five (5) days after a rejection of the Architect's written decision by either party, submit the Dispute as a Claim to the District's Vice Chancellor for Fiscal Services or the Contractor's President, as applicable, pursuant to Article 4.5.5, with a copy to the Architect and Project Manager.

4.5.5 Claims Resolution Process – Submission Of Claim

4.5.5.1 First Step

.1 Once a Claim has been submitted to the District's Vice Chancellor for Fiscal Services or the Contractor's President, as applicable, the Contractor and the District shall to try to resolve same amicably as follows.

.2 The Claim submitted shall contain all of the information and documentation required under Article 4.5.1.

.3 Within thirty (30) days of submission of the Claim, the other party shall prepare and send back to the Claim proponent a detailed written explanation either agreeing with, in whole or in part, and/or disputing, in whole or in part, the Claim.

.4 Within ten (10) days of this response, the District's Vice Chancellor for Fiscal Services and the President/owner of the Contractor shall meet face to face to try and resolve the Claim. If they agree to resolve the Claim in its entirety at the meeting, a change order, construction directive, and/or compromise, will be prepared. If within the Vice Chancellor for Fiscal Services' limits of delegated authority, the Vice Chancellor for Fiscal Services will sign the documentation and have the documentation processed. If the resolution exceeds the delegated authority of the Vice Chancellor for Fiscal Services, District Staff will place the matter on the Board of Education's agenda for consideration and action. If the Board agrees to resolve the Claim as presented, the Board will approve same and the documentation will be processed. If however the Board agrees to resolve only part of the Claim presented, a partial change order, construction directive and/or compromise will be prepared and the documentation processed. If only part of the Claim presented to the Board is approved, the proponent of the Claim is then required to take action under Article 4.5.5.2. or the remainder of the Claim is forever waived and forfeited. If the Board does not agree at all, the proponent of the Claim is then required to take action under Article 4.5.5.2. or the remainder of the Claim is waived and forfeited.

4.5.5.2 Second Step

.1 If the meeting between the District's Vice Chancellor for Fiscal Services and the President/owner of the Contractor does not resolve the Claim at all, or resolves only part of the Claim, and

if the proponent of the Claim wishes to pursue the remainder, then the proponent of the Claim must send a written demand for mediation to the other party as required below.

.2 Such mediation shall take place within thirty (30) days of the proponent requesting it in writing. The costs thereof shall be shared equally by the parties.

.3 A Mediator must have substantial experience mediating, arbitrating and/or litigation public works K-14 construction matters.

.4 The proponent of the mediation must send out written demand for mediation within five (5) days of the meeting between the District's Vice Chancellor for Fiscal Services and the President/owner of the Contractor concluding. With the written demand for mediation, the party demanding mediation must include therein the names of six (6) such mediators. The opponent shall within five (days) of receipt of the written demand for mediation either select one, or provide the names of six (6) other such mediators. If the opponent fails to do so, then the proponent shall immediately identify the mediator to be used. If the party demanding mediation fails to identify in its demand six (6) such mediators, then the other party shall select such a mediator.

.5 If the proponent of the Claim fails to invoke the mediation required by this Article within the time required, then the Claim, or remaining portion thereof, is forever waived and forfeited.

.6 If mediation resolves the Claim, in whole or in part, a change order, partial change order, constructive directive, and/or compromise will be prepared. If within the Vice Chancellor for Fiscal Services' limits of delegated authority, the Vice Chancellor for Fiscal Services will sign the documentation and have the documentation processed. If the resolution exceeds the delegated authority of the Vice Chancellor for Fiscal Services, District Staff will place the matter on the Board of Education's agenda for consideration and action. If the Board agrees to resolve the Claim as presented, the Board will approve same and the documentation will be processed. If however the Board agrees to resolve only part of the Claim presented, a partial change order, construction directive and/or compromise will be prepared and the documentation processed. If only part of the Claim presented to the Board is approved, the proponent of the Claim is then required to take action under Article 4.5.5.3. or the remainder of the Claim is forever waived and forfeited. If the Board does not agree at all, the proponent of the Claim is then required to take action under Article 4.5.5.3. or the remainder of the Claim is forever waived and forfeited.

4.5.5.3 -The Exclusive Resolution Process is a Condition Precedent to Arbitration

.1 If mediation fails to resolve the Claim within thirty (30) days of the demand for mediation, or such additional period of time as both parties agree to in writing, then if a party wishes not to forfeit a Claim, or part thereof, a party must file a demand for arbitration. The process set forth in Article 4.5 is a condition precedent to the filing of any demand for arbitration between District and the Contractor.

.2 If the Claim is not resolved through the process outlined in Article 4.5 above, then the proponent of a Claim shall within five (5) days from the conclusion of the Mediation, send a written notice and demand for binding arbitration to either: the American Arbitration Association, JAMS Dispute Resolution, or ADR, with a copy to the DISTRICT and the Project Manager. All supporting documents and data in support of the Claim shall accompany the written notice and demand for arbitration with copies of all supporting documents and data thereof simultaneously sent to: the arbitration company selected; the District; and the Project Manager. The hearing locale for any arbitration shall be in **City of San Bernardino** or Los Angeles County, California, unless otherwise agreed by the parties in writing. If both parties agree in

writing, they may elect to use an independent arbitrator or an arbitrator from another alternative dispute resolution provider.

.3 The arbitration shall be held before a single arbitrator who has arbitrated more than 15

California public works construction disputes and must be mutually agreed to by both parties. The Arbitration must be held and concluded within sixty (60) days of the written demand for Arbitration, unless the Contractor and District agree otherwise in writing.

.4 The Arbitrator has no power to fashion a remedy that is solely “related to the Contract.” Rather, each of the Arbitrator’s decisions and award(s), interim and/or final, shall be in writing, shall set forth statements of fact and conclusions of law explaining how and why the each item of the decision/award was reached, shall be supported by substantial evidence, shall be supported by applicable law, and shall otherwise comply with the requirements of Code of Civil Procedure Section 1296.

.5 The fees of the Arbitrator and the administrative costs of the arbitration shall be shared equally between the parties, and the arbitrator has no power whatsoever to alter that sharing arrangement.

.6 Provided the Arbitrator has issued an award in compliance with the requirements of Articles 4.5.5.3.1 through 4.5.5.3.7, the Final Award is binding and all appellate rights are waived. Any judicial review of such an award is limited to the circumstances described herein for the Arbitrator’s non-compliance with these requirements.

.7 The Arbitrator’s Final Award shall be reflected in an additive or deductive Change Order and/or Partial Change Order, or, in the DISTRICT’S discretion, payment will be made as a Compromise as a claim on the Contract pursuant to the DISTRICT’S authority under Public Contract Code Section 9201. The CONTRACTOR’S performance bond surety shall participate any binding arbitration subject to the requirement of these Articles as a party thereto, and shall be bound by the Arbitrator’s Final Award, just as the District and Contractor shall be bound thereto.

4.5.5.4 The Exclusive Resolution Process – Non-Applicability:

The procedures set forth in Article 4.5 shall not usurp District’s authority, and do not apply to:

.1 determine what work is constructed, will be constructed, or whether the work complies with the Contract for purposes of accepting the work;

.2 the rights and obligations the District has as a public entity, such as, but without limitation, the revocation of pre-qualification status, barring a bidder from District contracts, and, without limitation, the imposition of penalties or forfeitures prescribed by statute or regulation and imposed by a governmental body upon a Contractor. However, penalties/interest/fees imposed against a governmental body, such as the District, or the Contractor, as applicable, by statutes such as Public Contract Code Sections 20104.50 or 7107, are encompassed by the mandatory dispute resolution provisions of this Contract;

.3 personal injury, wrongful death, or property damage, claims;

.4 latent defect, breach of warranty, or breach of guarantee to repair claims;

.5 stop notices; or

.6 District’s rights and remedies as set forth elsewhere in this Contract and/or under applicable law.

4.5.6 Continuing Contract Performance

Pending final resolution of a Claim, including, negotiation, mediation, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments

in accordance with the Contract. If the dispute is not resolved, Contractor agrees it will neither rescind the contract nor stop the progress of the work

4.5.7 Claims for Concealed or Unknown Conditions

If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than ten (10) calendar days after first observance of the conditions. The Architect will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the Architect determines that the conditions at the Site are not materially different from those indicated in the Contract and that no change in the terms of the Contract is justified, the Architect shall so notify the District and Project Manager in writing, stating the reasons. The Project Manager shall notify the Contractor in writing of the Architect of Record's determination. Claims by either party in opposition to such determination must be made within ten (10) days after the Architect has given notice of the decision pursuant to Article 4.5.5. If the District and the Contractor cannot agree on an adjustment in the Contract Sum or the Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to other proceedings pursuant to Article 4.5.10.

4.5.8 Claims for Additional Cost

If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Each Claim for additional cost must include any claim for additional time and its associated costs. Prior notice is not required for claims relating to an emergency endangering life or property arising under Article 10.4.1. If the Contractor believes additional cost is involved for reasons, including, but not limited to the following: a written interpretation from the Architect, an order by the District to stop the Work where the Contractor was not at fault, a written order for a minor change in the Work issued by the Architect, failure of payment by the District, termination of the Contract by the District, the District's suspension of the Work, or other reasonable grounds, a claim shall be filed in accordance with the procedure established herein.

4.5.9 Claims for Extension of Time

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Article 8.4. Upon completion of the procedures set forth under Article 8.4, Contractor must then comply with the requirements of Article 4.5.5.

4.5.10 No Limitation on District's Rights and Remedies as a Public Entity

The exclusive resolution process set forth in Articles 4.5 through 4.5.9 shall not in any way impair the rights and remedies set forth elsewhere for a party in this Agreement. Nor shall it in any way impair the rights and remedies of the District as a public entity such as, but without limitation, to withhold money pursuant to a stop notice, a labor code violation, withholding of retention, withholding of monies against progress payments, etc., all such rights and remedies being controlled by statute and/or applicable law.

ARTICLE 5

5.1 SUBCONTRACTORS

5.1.1 Sub-contractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, including without limitation, the General Conditions, Supplemental Conditions, and portions of the Technical Specifications applicable to the Subcontractor's work and/or sub-subcontractor's work. The Contractor shall ensure that all Subcontractors and sub-subcontractors are all bound to the dispute resolution provisions found in Articles 4.5 through 4.5.10 of these General Conditions. Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.1.2 Subcontractor Licenses

All subcontractors shall be properly licensed by the California State Licensing Board.

5.1.3 Substitution of Subcontract

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code sections 4107 et. seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract and other contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

- (a) Such assignment is effective only after termination of this contract with the Contractor by the District as provided herein and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Material man (as may be applicable) in writing; and
- (b) Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.

The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

ARTICLE 6

6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Separate Contracts

- (a) District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.
- (b) If any part of Contractor's Work depends on proper execution or results of any other Contractor, the Contractor shall inspect and within twenty-four hours or less, report to Project Manager, in writing, any defects in such work that render it unsuitable for proper execution of Contractor's work. Contractor will be held accountable for damages to District for that work which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of other contractors' work as fit and proper for reception of its work, except as to defects, which may develop in other contractors' work after execution of Contractor's work.
- (c) To ensure proper execution of its subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Project Manager in writing any discrepancy between executed Work as built and the Contract Documents.
- (d) Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such work on Contractor's schedule.
- (e) Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of its contract, District shall decide which Contractor shall cease work temporarily and which contractor shall continue, or whether work can be coordinated so that contractors may proceed simultaneously.
- (f) District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.
- (g) Should Contractor, and/or any one performing under the Contractor fail to prosecute the work promptly, competently and/or as directed by a Construction Directive, District has the right and remedy to use its own forces and/or a third party contractor to remedy the Contractor's breach as declared in writing by the District without terminating this Contract. Upon the performance of such Work by its own forces and/or a third party contractor, District shall back charge the Contractor and/or set off from monies in the Contract and/or held as retention for the costs thereof. Should Contractor dispute the cost thereof, Contractor shall proceed by way of the dispute resolution provisions found in Articles 4.5 through 4.5.10 of these General Conditions.
- (h) If any delays should arise from another Contractor working onsite under a different phase, Contractor's sole remedy for damages shall be against the contractor who caused such damage and not the District. Contractor shall provide access to other contractors for other phases as necessary to prevent delays and damages to other contractors working on other phases of construction.

6.1.2 Designation as Contractor

When separate contracts are awarded to contractors on the Campus, the term "Contractor" shall be the person, firm, corporation or entity with whom the District has entered into a Contract.

6.1.3 Contractor Duties

The Contractor shall have overall responsibility to coordinate and schedule Contractor's activities with the activities of the District's own forces and District's other Contractors. Additionally, Contractor shall coordinate with the Project Manager, Architect and District inspector to ensure timely and proper progress of work.

6.2 CONSTRUCTIVE OWNERSHIP OF MATERIAL

Upon commencement of Work, the Contractor becomes the constructive owner of the improvements, material and equipment on its specific portion of the Project site. Contractor must ensure proper safety and storage of all materials and assumes responsibility of that portion of the Project site. All risk of loss or damage shall be borne by Contractor during the Work until the date of Completion. Contractor must carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements as set forth in this agreement as being adequate coverage in case of calamity.

ARTICLE 7

7.1 CHANGES

7.1.1 No Changes Without Authorization

There shall be no change whatsoever in the drawings, specifications, or in the Work, without an executed Change Order, Partial Change Order, Construction Directive, Compromise, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District has authorized same and the cost thereof approved in writing by a signed Change Order, signed Partial Change Order, signed Construction Directive, or signed Compromise. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in a signed Change Order, signed Partial Change Order, signed Construction Directive, and/or signed Compromise. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 7, all Change Orders, Partial Change Orders, Construction Directives, and/or Compromises, shall be prepared and issued by the Project Manager, and approved by the Architect and Inspector of Record, and signed by the District's Vice Chancellor for Fiscal Services (if within the delegated authority) or the Board if the amount is in excess of the Vice Chancellor for Fiscal Services delegated authority. Contractor waives any claim of additional compensation for such additional work performed and/or additional time that is not in compliance with this Article.

Should any Change Order, Partial Change Order, Construction Directive, and/or Compromise result in an increase in the Contract Price, the cost of such Change Order, Partial Change Order, Construction Directive, and/or Compromise shall be agreed to, in writing, in advance by Contractor and District. In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the District's written approval of a Change Order, Partial Change Order, Construction Directive, and/or Compromise, Contractor waives any claim of additional compensation and/or additional time for such alleged additional work.

Contractor understands, acknowledges, and agrees that the reason for this notice requirement is so that District may have an opportunity to analyze the work and decide whether the District shall proceed with the change or alter the Project so that such change in the Work becomes unnecessary.

7.2 CHANGE ORDERS (“CO”) & PARTIAL CHANGE ORDERS (“PCO”)

A CO is a written instrument prepared by the Project Manager with input from the Architect and signed by the District (either the Vice Chancellor for Fiscal Services or the District’s Governing Board), the Contractor, the Architect, and the **City of San Bernardino** stating their complete agreement upon all of the following:

- (a) A description of a change in the Work;
- (b) The amount of the adjustment in the Contract Sum, if any; and
- (c) The extent of the adjustment in the Contract Time, if any.

A PCO is a written instrument prepared by the Project Manager with input from the Architect and signed by the District (either the Vice Chancellor for Fiscal Services or the District’s Governing Board), the Contractor, the Architect, and the **City of San Bernardino** (Planning and Engineering Department) stating their agreement in part upon any of the following:

- (a) A description of a change in the Work;
- (b) The amount of the adjustment in the Contract Sum, if any; and
- (c) The extent of the adjustment in the Contract Time, if any.

7.3 CONSTRUCTION DIRECTIVES & COMPROMISES

7.3.1 Definition

A Construction Directive and/or Compromise is a written order prepared by the Project Manager and signed by the District’s Vice Chancellor for Fiscal Services, Contractor and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may so order, without invalidating the Contract, changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. A Constructive Directive may also be issued that states that no change in price or time is warranted. Contractor shall immediately comply with such a directive. However, if Contractor believes such directive does warrant a change in price and/or time, Contractor agrees to pursue relief via the change order and partial change order provisions of this Article and if still unresolved, then to pursue relief pursuant to Article 4.5 through 4.5.10 of these General Conditions. In the case of a Construction Directive being issued, Contractor must commence Work immediately or delays from failure to perform pursuant to the Construction Directive shall be the responsibility of the Contractor.

7.3.2 Used to Direct Contractor

A Construction Directive shall be used in the absence of agreement on the terms of a CO, PCO or Compromise. A copy of a proposed form is provided at the end of this Article.

7.4 REQUEST FOR INFORMATION (“RFI”)

7.4.1 Definition

An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item that the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems that have arisen under field conditions.

7.4.2 Scope

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions on how to resolve, and interpretations of the issue raised, by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

7.4.3 Response Time

The Contractor must submit an RFI sufficiently in advance of when the Work related thereto is scheduled to begin in order to provide the District and the Architect with sufficient time to respond to the RFI after receiving the RFI and before such Work is then currently scheduled to be performed. If the Architect's response results in a change in the Work, then such change shall be effectuated by a written CO, PCO, or Construction Directive, if appropriate. If the Architect cannot respond to an RFI within a reasonable time, the Contractor, upon receiving a Construction Directive from the Project Manager, must commence Work immediately or the delays and costs related to failure to perform shall be the responsibility of the Contractor. Costs and/or time related to this work will be resolved initially pursuant to Section 7.7, and if not resolved thereby, then by the dispute resolution process set forth in these General Conditions. If the Architect cannot respond to the RFI within a reasonable time, not to exceed ten (10) working days, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond as defined in Division 1, General Requirements.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services, which shall be deducted from the next progress payment, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall invoice Contractor for all such professional services arising from this Article and Contractor shall immediately pay same to the District. If not immediately paid, the District will back charge and/or off set against any monies in the Contract and/or held as retention the cost thereof.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 Definition

An RFP is a written request prepared by the Project Manager requesting the Contractor to submit to the District, Project Manager and the Architect an estimate of the effect of a proposed change to the Contract Price and/or the Contract Time.

7.5.2 Scope

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by Article 7.7. The Contractor shall not be entitled to any additional compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 Definition

A COR is a written request prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change called for in an RFP.

7.6.2 Changes in Price

A COR shall include breakdowns per Article 7.7 to validate any change in Contract Price due to proposed change.

7.6.3 Changes in Time

A COR shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in 3.7.1, Contractors Construction Schedule, Requirements of the General Contract. Any changes in time will be granted only if there is an impact to a critical path activity. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7 COST OF CHANGE ORDERS (“CO”), PARTIAL CHANGE ORDERS (“PCO”) AND/OR COMPROMISES

7.7.1 Scope

Within ten (10) days after a request is made for a change that impacts the Contract Sum as defined in Contract Documents, the critical path, or the Contract Time, the Contractor shall provide the District, Project Manager and the Architect, with a written estimate of the effect of the proposed change order upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the

Contract Time of such proposed change order. Changes may be made by District by an appropriate written CO, PCO, Compromise, or, at the District’s option, such changes shall be implemented immediately upon the Contractor’s receipt of an appropriate written Construction Directive.

Where the District and the Contractor cannot agree in full on a Change Order Request, but agree in part, the Project Manager shall prepare a PCO reflecting the extent of the Contractor’s and District’s agreement and the Contractor shall then proceed with the change as reflected therein. There is no need for the Contractor to reserve any rights to the balance of the proposed change order request not agreed to as the Contractor’s sole remedy in that event is to immediately proceed with the filing of a Dispute/Claim under Article 4.5

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO, PCO, Compromise, or Construction Directive from time to time during the progress of the Project, contract sum and/or time being adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a “time and material” basis with adjustments to time made after Contractor has justified through documentation the impact on a critical path of the Project.

7.7.2 Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO, PCO, Compromise, or Construction Directive, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- A.** If the change in or addition to the Work will result in an increase in the contract sum, the Project Manager shall have the right to require the performance thereof in any of the following ways, at their sole election:
 - 1.** By agreed unit prices, if unit prices are required by the District’s bid form and provided with Contractor’s bid;
 - 2.** By proposal and acceptance of an agreed upon itemized lump sum;
 - 3.** On a time and materials basis; or

GENERAL CONDITIONS

4. Project Manager's estimate of the value of the change.
- B.** If the District and/or Project Manager elects to have the change in the Work performed on a lump sum basis, such election will be based on a lump sum proposal that shall be submitted by the Contractor within five (5) days of the Project Manager's request therefore. Request for a lump sum proposal shall not be deemed an election to have the Work performed on a lump sum basis. The Contractor's proposal shall be completely itemized and segregate the cost of work by labor, materials for the various components of the change, taxes, and equipment (no aggregate or lump sum total will be acceptable on any of the above) and shall be accompanied by like kind signed proposals of any subcontractors which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work. Costs of preparing the proposal shall not be compensable.
- C.** The term "extra work" as used shall mean actual costs incurred by the Contractor and each Subcontractor regardless of tier involved, and shall be limited to the following (to the extent the Contractor demonstrates that they were actually incurred):
1. Actual straight-time wages or salaries for employees employed at the Project site, or at fabrication sites off Project site, in the direct performance of the extra work. Wages shall be based on verified prevailing wage rates for the area and job classification or verified collective bargaining agreements for the area.
 2. Actual Fringe Benefits and Payroll Taxes for employees employed at the Project site, or at fabrication site off the Project site, in the direct performance of the extra work. Benefits and Taxes shall be based on verified prevailing wage rates for area and job classification or verified collective bargaining agreements for area.
 3. Actual Overtime wages or salaries specifically authorized in writing by the District or Project Manager, for employees employed at the Project site, or at fabrication sites off Project site, in the direct performance of the extra work. Wages shall be based on verified prevailing wage rates for area and job classification or verified collective bargaining agreements for area.
 4. Actual Overtime Fringe Benefits and Payroll Taxes specifically authorized in writing by the District or Project Manager, for employees employed at the Project site, or at fabrication sites off Project site, in the direct performance of the extra work. Wages shall be based on verified prevailing wage rates for area and job classification or verified collective bargaining agreements for area.
 5. Itemized costs of Materials and consumable items, which are furnished and incorporated into the extra work, as approved by the District or Project Manager. Such costs shall be charged at the lowest price available to the Contractor or its subcontractors. In no event shall such costs exceed verified competitive costs obtainable from other contractors, subcontractors, suppliers, manufacturers, and/or distributors in the area of the project site. All discounts, rebates, and refunds and all returns from sale of surplus, materials and consumable items shall accrue to the Project Manager and Contractor shall make provisions so that they may be obtained.
 6. Sales taxes on the costs of materials and consumable items, which are incorporated into and used in the performance of the Extra Work. In no case shall the sales taxes exceed the amount required by the Project location.
 7. Rental charges for necessary machinery and equipment, whether owned or hired, as authorized in writing by the District or Project Manager, exclusive of hand tools, used directly in the performance of the Extra Work. Such rental charges shall in no case exceed the current California Department of Transportation's published equipment rental rates for the area of the Project. The charges for the equipment shall be for the actual time of use and shall not be subjected to minimum hourly charges without the approval of the Project Manager.
 8. Actual additional costs of royalties and permits if required due to the performance of the Extra Work.

9. The cost of for all insurances required, including but not limited to general liability, auto, and workers compensation, and Bonds shall not exceed one percent (1%).
- E.** The term Contractor Fee shall mean the full amount of compensation, both direct and indirect (including without limitation all overhead and profit), to be paid to the Contractor for its own Work and the Work of all Subcontractors, for all expenses not included in the Cost of Extra Work, whether or not such costs and expenses are specifically referred to in D above. The Contractor Fee shall not be compounded. The Fee shall be calculated on pre marked up costs. The Contractor Fee shall be computed as follows:
1. Fifteen percent (15%) of the cost of that portion of the Extra Work to be performed by the Contractor with its own forces.
 2. Fifteen percent (15%) of the cost of that portion of the Work to be performed by a subcontractor with its own forces, plus five percent (5%) for the Contractor.
 3. Total combined Contractor and Subcontractor Fee shall not exceed twenty percent (20%) regardless of how many tiers of Subcontractors may be involved. If more than one tier of Subcontractors are involved, than the Subcontractor Fifteen percent (15%) shall be divided between all such Subcontractor tiers as the Contractor deems appropriate.
- F.** For work to be deleted, the reduction of the Contract sum shall be computed on the basis of one of the following:
1. By agreed unit prices, if unit prices are required by the District's bid form and provided with Contractor's bid;
 2. By proposal and acceptance of an agreed upon itemized lump sum; or
 3. On a time and materials basis; or
 4. Project Manager's estimate of the value of the change.
- G.** In the event any one Change involves both Extra Work and Deleted Work in the same portion of the Work, the Contractor Fee will not be allowed if the deductive cost exceeds the additive cost. If the additive cost exceeds the deductive cost, the Contractor Fee will be allowed only on the difference between the two.
- H.** If the District and/or the Project Manager elects to have the change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its subcontractors or sub-subcontractors, at actual costs to the entity or entities performing the change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the costs of use or rental of tools or plant). No other mark-ups shall be allowed hereunder. The Contractor shall submit to the Project Manager verified daily detailed and accurate records itemizing each element of cost and shall provide substantiating records and documentation, including time cards and paid invoices. Tickets, to include the identification number assigned to the change in the Work, the location and description of the change in the Work, the classification of labor employed (and names and social security numbers), the material used, the equipment rented (not tools) and such other evidence of cost as the Project Manager may require. The District and/or Project Manager may require authentication of all time and material tickets and invoices by persons designated by the Project Manager for such purpose. The failure of the Contractor to secure any required authentication shall, if the District and/ Project Manager elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the District shall not constitute an acknowledgment by the District that the items thereon were reasonably required for the change in the Work. Such records and documentation shall be submitted to the Project Manager on a daily basis.
- I.** No overhead and profit will be paid by the District on account of a change in the Work except as specifically provided in this section. Overhead and Profit shall be deemed to include all costs and expenses, including site overhead and home office overhead, which the Contractor or any of its subcontractors may incur in the

performance of the change in the Work and which are not otherwise specifically recoverable by them pursuant to this Article.

7.7.3 Format for Proposed Cost Change

The following requirements format shall be used as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract.

- Material (attach itemized quantity and unit cost plus sales tax)
- Labor (attach itemized hours and rates)
- Equipment (attach invoices)
- If Subcontractor performed Work overhead and profit not to exceed fifteen percent (15%).
- General Contractor's Overhead and Profit: Not to exceed fifteen percent (15%) for Contractor self-performed work. Not to exceed five percent (5%) mark-up for work performed by Subcontractor. If work was performed by Contractor and Subcontractors, cumulative mark-up shall not exceed a cumulative total of twenty percent (20%).
- Liability and Property Damage Insurance, Worker's, Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ **6.2%**- with a wage ceiling of \$84,900; Medicare @ **1.45%**- no wage ceiling; FUTA @ **.8%**- with a wage ceiling of \$7,000; ETT and SUI @ **2.3%**- with a wage ceiling of \$7,000; Workers' Compensation @ **5.94%**; Liability and Property Damage @ **2.5%**. {With **OCIP**, only offsite Worker's Compensation and liability is allowable and Contractor's personal property } **Total not-to-exceed is 19.19%**. (*Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations.*)
- Bond not to exceed one percent (1%)
- **Schedule Impact (Time)**

The undersigned Contractor approves the foregoing Change Order, Partial Change Order, Compromise, or Construction Directive as to the changes, if any, and the contract price specified for each item and as to the extension

GENERAL CONDITIONS

of time allowed, if any, for completion of the entire work on account of said Change Order, Partial Change Order, Compromise, or Construction Directive, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Change Order, Partial Change Order, Compromise, or Construction Directive, shall be effective only when approved as stated in these General Conditions.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project which shall exclude Contractor and their subcontractor's cost of insurance. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

Time and Material Added Work. Notwithstanding the failure of the District and the Contractor to agree as to the cost of the proposed change order, the Contractor, upon written order from the District, shall proceed immediately with the changed work. A Construction Directive (CD) signed by the District shall be used for this written order. At the start of each day's work on the change, the Contractor shall notify the Project Manager and Inspector of Record in writing as to the size of the labor force to be used for the changed work and its location. Failure to so notify may result in the non-acceptance of the costs for that day. At the completion of each day's

work, the Contractor shall furnish to the Project Manager a detailed summary of all labor, materials, products, equipment, apparatus, and the like, employed in the changed work. The Project Manager will compare his/her records with Contractor's daily summary and may make any necessary adjustments to the summary. After the Project Manager and the Contractor agree upon and sign the daily summary, the summary shall become the basis for determining costs for the additional work. The sum of these costs when added to an appropriate mark-up will constitute the payment for the changed work. The District, however, may make subsequent adjustments, based on later audits. When changed work is performed at locations away from the job site, the Contractor shall furnish in lieu of the daily summary, a summary submitted at the completion of the work containing a detailed statement of labor, materials, products, equipment, apparatus, and the like, used in the work. This latter summary shall be signed by the Contractor who shall certify thereon under penalty of perjury that the information is true, and the costs are as covered in the Contract Documents. If changed work is to be paid on the basis of time and materials, a credit for deleted contract work shall be included and deducted from the total cost of the work before mark ups are added. Mark-up shall be as covered in the Contract Documents.

The Contractor shall maintain and furnish, on demand of the District, itemized statements of cost from all vendors and subcontractors who perform changed work or furnished materials and equipment for such work. The vendors and the subcontractors must sign all statements.

7.7.4 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to Contract Documents. Contractor will be allowed a maximum of 5% total profit and overhead. If subcontractor work is involved, subcontractors shall be entitled to a maximum of 5% profit and overhead on the deducted work. Any deviation from this Article shall not be allowed.

7.7.5 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials, products, equipment, apparatus, and the like, shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the

GENERAL CONDITIONS

Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.7.6 Accounting Records

With respect to portions of the Work performed by Change Order, Partial Change Order, Compromise, or Construction Directive, on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Any Contractor or Contractor's Subcontractor MUST notify the Project Manager before each day of time and material commencement and again at the completion. All time and material tickets must be presented to the Project Manager daily for signature for verification of work performed and time. Project Manager MUST verify all time and material work and will not sign the time and material ticket if the Contractor or their Subcontractor has not properly notified the Project Manager, as stated above. All claims shall follow the same procedure, as noted above.

7.7.7 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the Contract Documents and this Article. No claim shall be considered unless first made in accordance with this subArticle. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. A Change Order, Partial Change Order, Compromise, or Construction Directive shall authorize any change in the Contract Price or extension of the Contract Time resulting from such claim.

7.7.8 Applicability to Subcontractors

Any requirements under this Article 7 shall be equally applicable to any Change Order, Partial Change Order, Compromise, or Construction Directive, issued to Subcontractors by the Contractor to the same extent required by the Contractor.

7.7.9 Alteration to Change Order, Partial Change Order, Compromise, or Construction

Directive Change Order Language

Contractor shall not alter or reserve time in a Change Order, Partial Change Order, Compromise, or Construction Directive, as all rights are reserved and subject to the dispute resolution process set forth in Articles 4.5 through 4.5.10. Contractor shall execute all agreed to Change Orders, and/or execute all Partial Change Orders, Compromises, or Construction Directives, to the extent Contractor agrees therewith, and then proceed under Article 4.5 with proper notice. If Contractor intends to reserve time, without an approved CPM schedule prepared pursuant to the Contract Documents then Contractor may be prosecuted pursuant to the False Claim Act.

[Forms are found on the following pages]

CONSTRUCTION DIRECTIVE		No. 00
Project:	Date:	
Owner:	Project No.:	
Project Manager:	File No.:	
Architect:	SBCCD File No.:	
DESCRIPTION OF WORK TO BE PERFORMED:		
Narrative:		
Attachment(s):		
Reason:		
Code Legend:		
Initiated By:		
ACTION TO BE TAKEN:		
<input type="checkbox"/> Action 1.: Make the described change in work at no change in the contract sum and no change in the contract time of completion.		
<input type="checkbox"/> Action 2.: Promptly advise the Architect as to the credit or cost proposed for the described change. This is not an authorization to proceed with the change.		
<input type="checkbox"/> Action 3.: In order to expedite the work and avoid or minimize delays in the work, which may affect Contract Sum or Contract Time, the Contract Documents are hereby amended as described above. Proceed with this work promptly, on a time and material basis, not to exceed \$ dollars and 00/100 Refer to Articles 7 and 7.7.6 of the General Conditions.		
<input type="checkbox"/> Action 4.: In order to expedite the work and avoid or minimize delays in the work, which may affect Contract Sum or Contract Time, the Contract Documents are hereby amended as described above. Proceed with this work promptly. Submit costs for the work involved and change in contract time (if any). Work shall be carried out in accordance with Article 7 of the General Conditions unless noted otherwise.		
<input type="checkbox"/> Action 5.: The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is an increase of N/A days (a decrease of N/A days).		
APPROVALS:		
Architect:		
By: _____	Date: _____	
Project Manager:		
By: _____	Date: _____	
Owner:		
By: _____	Date: _____	
Contractor:		
By: _____	Date: _____	
GENERAL CONDITIONS		

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT	
Capital Facilities Program Management	
Project Number	

CHANGE ORDER/PARTIAL CHANGE ORDER

Original Contract Amount: **\$0.00**
 Amount of Previous Contract Amendments: **\$0.00**
 Amount of Previous Change Orders: **\$0.00**

School Name:	Date:
Project Description:	Contract No.:
To (Contractor):	Attn:

You are hereby directed to make the following changes in the above reference contract for:

Item No.: **Refer to attachments** Reference RFP No. **Refer to attachments**

Description of Work:

**Refer to attached Project Memo No.
 Contract Change Order No. : Item 1.1 - 1.9.**

TOTAL COST of CONTRACT CHANGE ORDER : \$0.00

Reason for Change:

- Site Cost, Unforeseen Field Condition**
- Site Cost, Error And/or Omission**
- Building Cost, District Added or Deleted/Reduced Scope**

Initiator of Change:

Contractor Request for Information

The original Base Contract Sum was:	\$0.00
Net change by previous authorized Contract Amendment(s):	\$0.00
The contract AMOUNT due to it No. will be increased by:	\$0.00
The revised BASE Contract Sum:	\$0.00
Net change by previous authorized Change Order(s):	\$0.00
The Contract Sum including previous authorized Change Orders:	\$0.00
The revised Contract Amount, including this Contract Change Order is, therefore:	\$0.00
The contract TIME due to it No. will be increased by:	0 calendar days.

The revised Contract Completion Date, including this Contract Change Order is, therefore

SBCCD Change Order No. includes Item Number(s): **1.1 through 1.9**


This Contract Change Order is not valid until signed by both the Architect and the District Representative (on behalf of the San Bernardino Community College District Board of Education)

Contractor's signature indicates agreement herewith, including any adjustment in the contract amount or contract time.

I have reviewed the figures submitted by the Contractor and they have been reviewed by the District. I believe this request is valid and recommend your approval for acceptance.

	Signature	Name (printed)	Date
Architect:		Project Architect	
:		Project Manager	
District:		Vice Chancellor Fiscal Services	
Contractor:		Project Manager	
		<i>Printed Name/Title</i>	

State of California - Division of the State Architect Application No. File No. **GENERAL CONDITIONS**
 Approved per Principal Structural Engineer:

		San Bernardino Community College	
ALLOWANCE DISBURSEMENT AUTHORIZATION			
School Name:		Date:	
Project Name:		Allowance Disbursement No.:	
To: (PM/CM)		Project Number:	
From: (Contractor)		Contract Number:	
Description of Item to be changed to Contract allowance is as follows:			
Provide information on description and dollar values in this area			
A. Original Contract Allowance		\$	-
B. Net Allowance Disbursement previously authorized		\$	-
C. Charges to Contract Allowance as a result of this authorization		\$	-
D. Current Contract Allowance Balance Remaining		\$	-
Project Manager Signature		Name (Printed)	Date
Contractor Signature		Name (Printed)	Date
Architect Signature		Name (Printed)	Date
District Signature		Name (Printed)	Date
Program Manager		Name (Printed)	Date

ARTICLE 8

8.1 DEFINITIONS

8.1.1 Contract Time

Contractor shall perform and complete all Work under this Contract within the time period specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or Project milestones developed pursuant to the provisions of the Contract including, but not limited to the Project Schedule set forth in the Specifications, if applicable.

8.1.2 Notice to Proceed

District may give a notice to proceed within three (3) months of the award of the bid by District. Once Contractor has received the notice to proceed, Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the notice to proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. It is further expressly understood by Contractor, that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the giving of the notice to proceed

If the Contractor believes that a postponement will cause a hardship to Contractor, Contractor may terminate the contract with written notice to District within 10 days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the contract as a result of a notice of postponement, District shall have the authority to award the contract to the next lowest responsible bidder.

8.1.3 Computation of Time

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions, which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 22 calendar days will be allotted for in the Contractor's schedule. The weather days shall be shown on the schedule and if not used will become float for the Project's use. If the weather is unusually severe in excess of the NOAA data norm and prevents the Contractor from beginning work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the work force for the critical path activities for a period longer than four hours. Based on the approved baseline schedule contractor shall document workforce, schedule activities, weather report and daily reports, submit to Project Manager for approval. Upon completion of review and approval by the Project Manager/District, will designate such time as unavoidable delay and grant one (1) calendar-day extension. Weather delay will only grant time extension, no additional cost.

Normal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures and/or precipitation to ensure completion of all work within the Contract Time.

Time extensions for unusually severe weather: This provision specifies the procedure for determination of time extensions for unusually severe weather. The listing below defines the monthly anticipated adverse weather in work days to be used for the Contract Period.

Monthly anticipated adverse weather days:

January	7
February	7
March	7
April	5
May	3
June	1
July	0
August	1
September	1
October	3
November	4
December	5

The above schedule of anticipated adverse weather will constitute the base line for monthly weather evaluations. Upon acknowledgment of the Notice to Proceed, and continuing throughout the Contract, actual adverse weather days will be recorded on a work day basis and compared to the monthly anticipated adverse weather days listed above.

The number of actual adverse weather delays shall be calculated chronologically from the Notice to Proceed date for 365 calendar days. The term "actual adverse weather days" means the Work, critical to the timely completion of the Project, is prevented for 60% or more of the Contractor's work day. The Project Manager will convert any qualifying delays to calendar days on an annual basis. If the number of actual adverse weather days, for each year or portion thereof, exceeds the number of anticipated adverse weather days, an equitable adjustment in calendar days to the Contract performance period will be made.

8.2 HOURS OF WORK

8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

8.2.3 Costs for After Hours Inspections:

If the Work done after hours is required by the Contract Documents and the required work is to be done outside the Inspector's regular working hours of Monday through Friday 7:00am – 4:00pm, the costs of any after hour inspections, shall be borne by the Contractor. If the District allows the Contractor to do Work outside regular working hours for the Contractor's convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and deducted via Change Order, Partial Change Order, Compromise, or Construction Directive.

If the Contractor elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and deducted via Change Order, Partial Change Order, Compromise, or Construction Directive.

8.3 PROGRESS AND COMPLETION

8.3.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall, to the fullest extent possible, carry on the various classes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work. The Contractor shall staff the project as directed by the District and/or Project Manager to ensure completion of activities within original durations allowed in the Final Baseline Schedule produced by the Contractor.

8.3.2 No Commencement without Insurance

The Contractor shall not commence operations on the Project or elsewhere before the effective date of insurance and bonds required by Article 11. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

8.3.3 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time, time being of the essence under this Contract. The Contractor shall furnish such manpower, materials, products, facilities, equipment, apparatus, utilities, transportation, and the like, and shall work such hours, including night shifts, overtime operations, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the Final Baseline schedule. If work on a critical path is seven days or more behind the currently updated schedule, and it becomes apparent from the current schedule that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time. If the actions take are not successful, the Contractors will make further attempts using the following sequence of events:

- A.** Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- B.** If the above cannot be achieved then;
 - 1.** The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, In the judgment of the District/Project Manager, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of

GENERAL CONDITIONS

the foregoing sufficiently to substantially eliminate in the judgment of the District/Project Manager the backlog of work.

2. In addition, the District/Project Manager may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the actions taken by the Contractor are unsatisfactory, the Project Manager may require the Contractor to take any of the actions set forth in the previous Article without additional cost to the Project Manager and/or District to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section shall be considered grounds for a determination by the District/Project Manager that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

8.4 EXTENSIONS OF TIME – LIQUIDATED DAMAGES

8.4.1 Liquidated Damages: Not applicable unless set forth in the Supplemental Conditions or Contract Agreement form.

8.4.2 Excusable Delay:

Contractor shall not be charged damages because of any delays in completion of Work that are not the fault or negligence of Contractor or its subcontractors, including acts of God, as defined in Public Contract Code section 7102, acts of enemy, epidemics and quarantine restrictions. Contractor shall within three (3) calendar days of beginning of any such delay notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted after proper compliance with Article 3.7 requiring preparation and submission of a properly prepared CPM schedule.

No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule.

The Contractor shall notify the Project Manager in writing of any anticipated delay and its cause, in order that immediate steps may be taken to prevent, if possible, the occurrence or continuance of delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

In the event the Contractor requests an extension of Contract time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in work. When requesting time, i.e., extensions, for proposed Change Order, Partial Change Order, Compromise, or Construction Directive, they must be submitted with the proposed change order with full justification and documentation. If the Contractor fails to submit justification with the proposed change order it waives its right to a time extension at a later date. Such justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of work. The justification must include, but is not limited to, the following information:

- (a) The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- (b) Logical ties to the project schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay. (A fragment of any delay of over ten (10) days must be provided.)

GENERAL CONDITIONS

The Contractor and District understand and expressly agree that insofar as Public Contract Code Section 7102 may apply to changes in the Work or delays under this contract, the actual delays and damages, if any, and

time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.3 Notice by Contractor Required

The Contractor shall within three (3) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under Article 8.4.2 shall be an extension of the Contract Time at no cost to the District.

Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7 and then Articles 4.5 through 4.5.10.

8.4.4 No Additional Compensation for Delays within Contractor's Control

Contractor is aware that governmental agencies, such as the department of general services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor prepared drawings or approve a proposed installation. Contractor has included delays and damages which may be caused by such agencies in Contractor's bid. Thus, Contractor is not entitled to make claim upon the District for damages or delays arising from the delays caused by such agencies. Furthermore, the Project has been scheduled for such delays and is not entitled to an extension of time for delays caused by governmental agencies which Contractor must obtain approvals from and, thus, Contractor is not entitled to an extension of time.

Contractor shall only be entitled to compensation for delay when the following conditions are met: (1) the District is responsible for the delay; (2) the delay is unreasonable under the circumstances involved; and (3) the delay was not within the contemplation of District and Contractor.

ARTICLE 9

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 Required Information

On forms approved by the Project Manager, the Contractor shall furnish the following:

- (a) Within ten (10) calendar days of the award of the Contract, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values"). The Schedule of Values to conform to the following format:

GENERAL CONDITIONS

Site: (if applicable) – No single line item shall exceed 10% of the total contract value.
Specification Section
Material
Labor

Building: (if applicable) No single line item shall exceed 10% of the total contract value.
Specification Section (by floor)
Material
Labor
Equipment

Overall Schedule of Value:

Submittals (Design): 10%
Permit (Design): 15%
Construction: 65%
Punchlist: 5%
Closeout: 5%

(b) Within ten (10) calendar days of the award of the Contract, a schedule of estimated monthly payment requests due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the District may require;

(c) Within ten (10) days of the award of the Contract, the name, address, telephone number, telecopier number, email address, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

9.2.2 Approval Required

The Project Manager and the Architect shall review all submissions received pursuant to Article 9.2.1 in a timely manner. The Project Manager and the Architect must approve all submissions before becoming the basis of any payment.

9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless the District has designated this Project as “Substantially Complex” by a finding of the Governing Board which is set forth in the Supplemental Conditions for this Project, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector, reviewed by the Project Manager, and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be Contractor’s best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District’s enforcement of each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment or payment made pursuant thereto.

If Contractor refuses or fails to proceed as directed by the District concerning the Work, or any portion thereof, the District shall back charge the Contractor or withhold from the Contractor’s progress payment (and if none remain, then from the Retention) an amount sufficient to protect the District from any and all costs associated therewith. Contractor shall be entitled to receive any remaining amount due on such a progress payment, if any, that has been properly submitted and supported. If the District intends to back charge the Contractor or withhold from the Contractor’s progress payment (and if none remain, then from the Retention) an amount sufficient to protect the District from any and all costs associated with Contractor’s refusal or failure to proceed as directed by the District

GENERAL CONDITIONS

concerning the Work, then the District shall, at the time of such withhold and/or back charge provide to the Contractor written notification of doing so. The District's notice shall state the reasons why the withhold and/or back charge is being made, shall state the amount to be withheld and/or back charged, and shall also contain a calculation showing the Contractor how the District has arrived at the amount of the withhold and/or back charge.

Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, mail order materials, G.F.R.C. panels and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

- (a) The aggregate cost of materials stored off-site shall not exceed Contractor's actual costs less profit at any time without the written approval of the District to be given or withheld in the District's sole discretion;
- (b) Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;
- (c) With Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall be responsible for the ~~Owner Controlled Insurance Program (OCIP)~~ deductible to cover losses for property stored on or off-site. Contractor is responsible for all costs of materials stored on or off-site in the amount not covered by the OCIP (Refer to Article 11).
- (d) The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;
- (e) Representatives of the District shall have the right to make inspections of the storage areas at any time; and
- (f) Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

9.3.2 Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work, at no additional cost or advance payment from District, to assure that there will be no delays to the Work.

9.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct any error subsequent to any payment.

9.3.4 Issuance of Certificate of Payment

The Architect and Project Manager shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the reasons for withholding approval in whole or in part as provided in Article 9.6. The review of the Contractor's Application for Payment by the Architect and Project Manager is based on the observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's and Project Manager's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents,

GENERAL CONDITIONS

(2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect and Project Manager. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

If the Architect and Project Manager intend to deny any progress payment, in whole or in part, then within seven (7) days after receipt of the Contractor's Application for Payment, the Architect and Project Manager must notify the Contractor in writing of the reasons for the withholding as provided in Article 9.6; and the notice shall state the reasons why each portion of the Application for Payment is being denied so that the Contractor is expressly informed what it needs to do to properly support the Application for Payment. Subject to any back charges and/or with holds, all properly supported portions of a Contractor's Application for Payment will be paid within thirty (30) days of receipt thereof.

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 Procedure for Submitting Applications for Payment

On or before the 25th of each calendar month, during the progress of the portion of the Work for which payment is being requested, the Contractor will forward a draft billing for the Project Manager's approval indicating the percentages representative of the work installed with all backup and supporting documents, such back up and support shall include, but not be limited to: all documents that support all labor, materials, products, equipment, apparatus, and the like; a list of all subcontractors, sub-subcontractors, and suppliers that have furnished labor, materials, products, equipment, apparatus, and the like, to the Project during the period of time reflected in the Application for payment; all required construction schedules and updates thereto, any required schedules of values and updates thereto; and as otherwise set forth below.

Upon receipt of the Contractor's draft billing (Application for Payment), the Project Manager shall affix comments and/or initials and return draft billing to the Contractor for review. Material invoices, evidence of equipment purchases and rentals, along with other support and details of cost, may be required to be submitted to the Owner from time to time when requested. Draft billings not returned to the Contractor will be assumed "correct as noted". The Contractor will then forward a formal billing (Application for Payment) to the Project Manager. The formal billing (Application for Payment), with applicable releases and other required documentation attached, and containing wet signatures, shall be returned to the Project Manager. The Application for Payment will then be collectively forwarded to the District for processing. Failure to return the billing or applicable attachments within the time frames specified by the Project Manager will result in a delay to the processing and payment of such Applications.

9.4.1.1 District, Architect or Project Manager has the discretion to require from Contractor any of the following information with any Application for Payment:

- (a) Electronic copies of Certified Payroll(s) for the Project;
- (b) Unconditional waivers and releases from all subcontractor/ suppliers for which payment was requested under the previous application for payment; and/or
- (c) Material invoices evidence of equipment purchases, rentals and other support and details of costs

9.4.2 Prerequisites for Progress Payments

9.4.2.1 First Payment Request. The first payment request may not be processed by the District, and/or an appropriate amount of money may be withheld by the District, unless the following items, if applicable, are completed by the Contractor:

- (a) Receipt by Architect of submittals;

- (b) Installation of field office;
- (c) Submission of documents listed in the Article 9.2 relating to Cost Breakdown;
- (d) Schedule of unit prices, if applicable;
- (e) Copies of necessary permits;
- (f) Copies of authorizations and licenses from governing authorities;
- (g) Copy of plans to be used as “As-Builts”
- (h) Written acceptance of District’s survey of rough grading, if applicable;
- (i) List of all subcontractors, with names, license numbers, telephone numbers, and scope of work;
- (j) All bonds and insurance endorsements; and
- (k) Resumes of Contractor’s key personnel as determined by District, and if applicable, job site Secretary, Record Documents Recorder, and job site Superintendent.
- (M) First 60 days Initial Preliminary Baseline Schedule of work.
- (N) Contractor Labor Force “Local Hire” Demographics Reporting Form (Monthly)

9.4.2.2 *Second Payment Request.* The second payment request may not be processed by the District, and/or an appropriate amount of money may be withheld by the District, until all submittals and shop drawings have been sent by the Contractor for review by the Architect.

9.4.2.3 *All Payment Requests.* Any payment request may not be processed by the District, and/or an appropriate amount of money may be withheld by the District, if the Contractor has failed to submit copies of the Certified Payroll records for the Work which correlates to the payment request, a proper CPM schedule, and any of the other requirements of this Contract regarding progress payments.

9.4.2.4 Any payments made to Contractor where criteria set forth in Article 9.4.2.1 or 9.4.2.2 have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers and that Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

9.5 WARRANTY OF TITLE

The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, claims, security interests or encumbrances is grounds to make a claim against Contractor’s payment and performance bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor’s surety shall promptly, on demand by District and at Contractor’s and surety’s own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may either discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract; or require the Contractor to post a Stop Notice Release Bond. If District sends written notice to the Contractor to post a Stop Notice Release Bond, Contractor shall have such a bond delivered to the District within five (5) calendar days of such written notice. See also Article 15.2.

9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 Reasons to Withhold Payment

It is the District's intention to pay all properly submitted and supported progress payment applications submitted by the Contractor within thirty (30) days of receipt. However, the District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, such action is necessary. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- (a) Defective Work not remedied;
- (b) Stop Notices served upon the District;
- (c) Liquidated and/or actual delay damages assessed against the Contractor;
- (d) The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
- (e) Damage to the District or other Contractor;
- (f) Unsatisfactory prosecution of the Work by the Contractor;
- (g) Failure to store and properly secure materials;
- (h) Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Orders, Construction Change Directives, and verified reports;
- (i) Failure of the Contractor to maintain record drawings;
- (j) Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- (k) Unauthorized deviations from the Contract Documents;
- (l) Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
- (m) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- (n) Failure to properly maintain or clean up the Site;
- (o) Payments to indemnify, defend, or hold harmless the District;

- (p) Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
- (q) Failure to submit an acceptable schedule in accordance with Article 3.8;
- (r) Failure to pay Subcontractor or suppliers as required by Article 9.8.1; or
- (s) Failure to provide releases from material suppliers or subcontractors when requested to do so.
- (t) Failure of the Contractor to comply with any lawful or proper direction concerning t the Work given by any District representative authorized to have given such instruction;
- (u) Claims and/or penalties which State law assesses against the Contractor for violation of such law;
- (v) Any claim or penalty asserted against the District and/or Project Manager by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules, and orders;
- (w) Any reason specified elsewhere in the Contract Documents, or by applicable law, that would require and/or entitle the District to a withhold, back charge and/or set off.

9.6.2 Reallocation of Withheld Amounts

District may, in its sole discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Articles 9.6.1 and 9.5. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the contract documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made therefor.

9.6.3 Payment After Cure

When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private

sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 SUBCONTRACTOR PAYMENTS

9.8.1 Payments to Subcontractors

No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.8.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

9.8.3 Payment Not Constituting Approval or Acceptance

An approved Application for Payment, a progress payment, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.8.4 Joint Checks

District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

9.9 COMPLETION OF THE WORK

9.9.1 Close-Out Procedures

9.9.1.1 Punch List Items. Unless defined differently in the Supplemental Conditions for this Project, "Substantial Completion of the Work" means, that point in the progress of the Work where the Work is completed according to the requirements of the Contract Documents so that the District can occupy, have beneficial use of, and enjoy, the entire Project for its intended purpose; and where only minor and/or trivial defects in the Work remain that do not preclude the District occupying, having beneficial use of, or enjoying the entire Project for its intended purpose.

- (i) When the Contractor considers the Project to have reached Substantial Completion of the Work, the Contractor shall prepare and submit to the Architect and Project Manager a comprehensive list of minor and/or trivial defect items to be completed or corrected (hereinafter "Proposed Final Punch List").
- (ii) The Architect and Project Manager will then review the Proposed Final Punch List. If in their collective opinion:
 - (a) the Contractor has achieved Substantial Completion of the Work, and if the Architect and Project Manager agree with the Proposed Final Punch List as submitted by the Contractor, the Architect and Project Manager shall promptly calculate and place an estimated value on each item

on the Proposed Final Punch List and promptly send it out to the Contractor and the District as the “Final Punch List”. The Contractor shall then proceed to correct and/or complete all remaining items on the Final Punch List pursuant to the Scheduling Specifications for the Project.

(b) the Contractor has achieved Substantial Completion of the Work, but either the Architect and Project Manager disagree with the Proposed Final Punch List as submitted by the Contractor, the Architect and/or the Project Manager shall promptly add any additional items to the Proposed Final Punch List and calculate and place an estimated value on all items on the Proposed Final Punch List and promptly send it out to the Contractor and the District as the “Final Punch List”. The Contractor shall then proceed to correct and/or complete all remaining items on the Final Punch List pursuant to the Scheduling Specifications for the Project.

- (iii) Conversely, if in the opinion of the Architect and/or the Project Manager, the Contractor has not achieved Substantial Completion of the Work, the Architect and Project Manager shall promptly notify the Contractor and District in writing stating all reasons why Substantial Completion of the Work has not then been achieved and what remains to be done to achieve Substantial Completion of the Work. The Proposed Final Punch List will be returned to the Contractor, with a copy to the District accompanied by the written reasons of the Architect and/or Project Manager. The Contractor will then immediately proceed to correct and/or complete all remaining Work identified by the Architect and/or Project Manager that has been identified to achieve Substantial Completion of the Work. When those items are completed, the Contractor shall submit a Proposed Final Punch List. If the Architect and Project Manager collectively agree that Substantial Completion of the Work has now been achieved, the process identified in Articles 9.9.1.1. (i) and/or (ii) (a) and/or (b) shall be followed.
- (iv) Failure to include an item on a Final Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. If Contractor fails to complete and/or correct any item on the list, the District shall withhold 150% thereof and cause such work to be completed by others, deducting the actual costs thereof from any monies remaining in the contract, retention and/or recover shall from the performance bond surety, at the District’s sole discretion and option.
- (v) Warranties required by the Contract Documents shall commence on the date of the Contractor completing all of its obligations under the Contract Documents and the District’s Governing Board acceptance of the Project.

9.9.1.2 Close-Out Requirements.

- (a) **Draft Submittal** Contractor shall submit during product submittal review a draft close-out submittal package for format and content approval.
- (b) **Utility Connections** Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.
- (c) **Record Drawings**

1. The intent of this procedure is to obtain an exact “as built” record of the Work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record drawings.

- a. Any Work not installed as originally indicated on drawings.

GENERAL CONDITIONS

m. Final cleanup.

9.9.2 Costs of Multiple Inspections

More than two (2) requests of the District to make inspections required under the Contract Documents shall be considered an additional service of Architect, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

9.10 PARTIAL OCCUPANCY OR USE

9.10.1 District's Rights

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If District and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Article 4.5.1. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the District as provided under Article 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the District and Project Manager, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of the Work not complying with the requirements of the Contract Documents.

9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Inspection

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project superintendent and Project foremen until the Final Punch List is complete to ensure proper and timely completion of the Final Punch List. Under no circumstances shall Contractor demobilize its forces before completion of the Final Punch List. Upon receipt of Contractor's written notice that all of the Final Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Manager shall inspect the Work and shall submit to Contractor and District a final inspection report noting the work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Final Punch List items not yet satisfactorily completed.

Upon completion of the Work contained in the final inspection report, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect, Project Manager and the District find the Work contained in such final inspection report acceptable under the Contract Documents and, therefore, the Work fully completed, Project Manager shall notify Contractor, who shall then submit to the Project Manager its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Architect shall issue a final Certificate of Payment stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect, Project Manager and the Contractor in writing of reasons

GENERAL CONDITIONS

why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur all Final Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder. Upon receipt of the final payment from the District, the Contractor shall pay the amounts due all Subcontractors.

9.11.2 Release Of Undisputed Retention & Withholding of Disputed Retention

All disputed retention will be identified to the Contractor by the District when Substantial Completion of the Work has been achieved as defined in Article 9.9.1.1 and/or as required by Public Contract Code section 7107. Retention that is disputed may include, but is certainly not limited to, all amounts of money for all items remaining on the Final Punch List as of the date of its issuance, any back charges and/or off sets to be made by the District against the Contract Price as permitted by the Contract Documents and/or applicable law, any deductive credits owed to the District, any amounts of money the District is required to withhold from the Contractor as a matter of law (such as, but without limitation, for labor with holds, stop notices, safety violations, etc.); and any such other items and amounts identified by the District in its "Notice to Hold Disputed Retention and Release of Undisputed Retention". The Notice to Hold Disputed Retention and Release of Undisputed Retention will be issued to the Contractor by the District within seven (7) calendar days after the Substantial Completion of the Work has been achieved. Following issuance of the Notice to Hold Disputed Retention and Release of Undisputed Retention, said Notice may be revised deleting and/or adding other items, and appropriate disputed amounts, as they become known to the District.

9.11.3 Procedures for Application for Final Payment.

9.11.3.1 Prerequisites for Final Payment. The following conditions must be fulfilled before the District's obligation to make the Final Payment matures:

- (a) A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
- (b) The Contractor shall have made all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.
- (c) Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.
- (d) Contractor must have completed all requirements set forth in Article 9.9.1.2.
- (e) Architect and Project Manager shall have issued a Final Certificate of Payment.
- (f) The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.
- (g) The Contractor shall have completed final clean up as required by Article 3.12.

9.12 SUBSTITUTION OF SECURITIES

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300. The Escrow Agreement Form is found in section 00 50 04. Use of this form is mandatory.

ARTICLE 10

10.1 SAFETY PRECAUTIONS AND PROGRAMS

.1 Contractor Responsibility

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code section 7105(b)(2).

Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District, Project Manager or Architect or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. The Contractor shall conduct on-site, weekly safety meetings and provide those meeting reports to the Project Manager. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Also, in no case shall the District, the Project Manager, the Architect, the Inspector, or their agents, employees or representatives, have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work.

Certain work may be ongoing at the time school is in session; therefore, each Contractor shall take precautions to prevent injury and access to students, the public and staff. Material storage and vehicle access and parking shall be subject to District and/or Project Manager's approval.

The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the District, Project Manager and District Inspector.

.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

.3 Cooperation

All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the District, and all insurance carriers and loss prevention engineers.

.4 Accident Reports

Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District, Project Manager and the Architect giving full details of the accident.

.5 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies, which complies with the current Occupational Safety and Health Regulations.

.6 Material Safety Data Sheets and Compliance with Proposition 65

(a) Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal “hazard communication” standard, or employees’ “right-to-know law”. Copies of the data sheets shall be submitted to the Project Manager. The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

.7 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.

Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal Contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the District, who shall have sole discretion and final determination in this matter.

The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Interface of Work under this Contract with work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

10.2 SAFETY OF PERSONS AND PROPERTY

.1 The Contractor

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- (a) Employees on the Work and other persons who may be affected thereby;
- (b) The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- (c) Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive owner of Project site as more fully discussed in Article 6.2.

.2 Contractor Notices

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

.3 Safety Barriers and Safeguards

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

.4 Use or Storage of Hazardous Material

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the District and Project Manager any time that explosives

or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District, Project Manager and local fire authorities.

.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

.6 Requirements for Existing Sites

Contractor shall (unless waived by the District in writing):

- (a) When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work before or after college hours, enclose working area(s) with a substantial barricade(s), and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular activities, the college routine, and Campus Operations. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with the functioning of the College at the Project site and in order to avoid unnecessary interference with all Campus Operations.
- (b) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (c) If Contractor's work disrupts Campus Operations and requires temporary re-routing of campus personnel or students, any and all site improvements will be accommodated by the Contractor.
- (d) Deliver materials to building area over route designated by Architect.
- (e) Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- (f) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District, Project Manager and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.
- (g) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.
- (h) Contractor shall provide District with Contractor's written safety program and safety plan for each site.

GENERAL CONDITIONS

- (i) All of the foregoing is to be done at no cost to the District.

.7 Shoring and Structural Loading

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the District.

.8 Conformance Within Established Limits

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Project Manager and District, and shall not unreasonably encumber the premises with construction equipment or materials.

.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the District's and the Project Manager's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

.10 Site Access

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by Project Manager, observe the boundaries of the Site designated by the Project Manager, park only in those areas designated by the Project Manager, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and purchasing parking identifying stickers on vehicles.

.11 Security Services

The Contractor shall be responsible for providing security services for the work as needed for the protection of the work and as determined in the District's sole discretion.

10.3 EMERGENCIES

.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

.2 Accident Reports

The Contractor shall promptly report in writing to the Project Manager all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Article 10.1.4, immediately by telephone or messenger to the District, and Project Manager.

10.4 HAZARDOUS MATERIALS

.1 Discovery of Hazardous Materials

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous in accordance with the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District, Project Manager and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site, the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

.3 Indemnification for Hazardous Material Caused by Contractor

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District and Project Manager and their agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

.4 Terms of Hazardous Material Provision

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

ARTICLE 11

~~11.1 OWNER CONTROLLED INSURANCE PROGRAM (OCIP)~~

~~See Section 00 50 05 for the OCIP Information, Terms and Conditions, Forms, etc. required for this Project.~~

ARTICLE 12

12.1 UNCOVERING OF WORK

.1 Uncovering Work for Required Inspections

If a portion of the Work is covered without Inspector, Project Manager or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the Inspector, Project Manager or the Architect, be uncovered for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

.2 Costs for Inspections not Required

If a portion of the Work has been covered which the Inspector, Project Manager or the Architect has not specifically requested to observe prior to its being covered, the Inspector, Project Manager or the Architect may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall pay such costs unless the condition was caused by the District or a separate Contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.2 CORRECTION OF WORK

.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

.2 Warranty Corrections

If, within one (1) year after the date of Notice of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Article 9.9.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Article 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

.3 District's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct it. If in the judgment of the District, it is undesirable or impracticable to replace any defective or nonconforming Work,

GENERAL CONDITIONS

the compensation to be paid to the Contractor shall be reduced by Contract Change Order by such amount as in the judgment of the District and its authorized representative shall deem equitable.

ARTICLE 13

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The District and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

.1 Duties and Obligations Cumulative

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

.2 No Waiver

No action or failure to act by the Inspector, the District, Project Manager, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TEST AND INSPECTIONS

.1 Compliance

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

.2 Independent Testing Laboratory

The District will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the District's representative and not by the Contractor. Any costs or expenses of inspection or testing incurred outside of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the District, invoiced by the District to the Contractor, and deducted from the Contractor's next Progress Payment.

.3 Advance Notice to Inspector

The Contractor shall notify the Inspector within no less than seventy-two (72) hours in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance but in no case less than seventy-two (72) hours of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

.4 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

.5 Additional Testing or Inspection

If the Inspector, the Architect, the District, Project Manager or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Article 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Article 13.5.7.

.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Articles 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's and Project Manager's services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and deducted from the Contractor's via Change Order.

.7 Costs for Premature Test

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's Project Manager's and Architect's fees and expenses, and the amount of the invoice of shall be deducted from the Contractor's via Change Order.

13.6 TRENCH EXCAVATION

.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the District, Project Manager or a registered civil or structural engineer identified by the District or Architect, a detailed

plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

.3 No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

.4 No Excavation Without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.7 WAGE RATES, TRAVEL AND SUBSISTENCE

.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

.5 Forfeiture and Payments

Pursuant to Labor Code §1775 the Contractor shall forfeit to the District, not more than dollar required by law for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. Further details regarding the enforcement of paying prevailing wage rates, reporting violations, withholding contract payments, forfeitures and hearing to review withholding of contract payments can be reviewed on the Department of Industrial Relations' website.

13.8 RECORD OF WAGES PAID: INSPECTION

.1 Payroll Records

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and 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 Project.

(b) All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records 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 shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records 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 the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Article (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

(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 of Labor Standards Enforcement.

- (d) The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar 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 District, 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(s) 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 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number.
- (f) The Contractor shall inform the District of the location of all payroll records, 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(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, 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, these penalties shall be withheld from progress payments then due.

The responsibility for compliance with this Article and the District's Labor Compliance Program shall rest upon the Contractor.

.2 Withholding of Contract Payments & Penalties.

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- (a) The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- (b) The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- (c) The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- (d) The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- (e) The Contractor or Subcontractor(s) fail to comply with the District's Labor Compliance Program; or
- (f) The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

Any withholding of contract payments and penalties are set forth in the District's Labor Compliance Program.

13.9 APPRENTICES

.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, 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 apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor 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 or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

.3 Submission of Contract Information

Before starting commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. 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 District if requested. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

.4 Apprentice Fund

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable 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 in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

.5 Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7 and the District's Labor Compliance Program.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

.1 Application

Pursuant to Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the 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. §15) or under the Cartwright Act (Chapter 2 [commencing with §16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

.2 Assignment of Claim

Upon demand in writing by the assignor, the District shall, within one (1) 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 the District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AUDIT

Pursuant to and in accordance with the provisions of Title 29, Part 516 of the Code of Federal Regulations, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

13.12 PERFORMANCE AND PAYMENT BONDS

.1 Bond Requirements

Before starting any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and 100% payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties. To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District.

GENERAL CONDITIONS

To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause. The Performance Bond form in section 00 50 02 is a mandatory form. The Payment Bond form in section 00 50 01 is a mandatory form.

.2 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

.3 Alternate Surety Qualifications

If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with section 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

.4 Stop Notice Release Bond Surety Different from Payment and Performance Bond Surety

Any stop notice release bond posted with the District for this Project must be issued from a surety that is not the surety that issued the payment bond or performance bond for this Project.

ARTICLE 14

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- (a) Issuance of an order of a court or other public authority having jurisdiction; or
- (b) An act of government, such as a declaration of national emergency.

14.1.2 Notice of Termination

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the District and Project Manager with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination

The District may terminate the Contractor and or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- (e) Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to take over completion of the Project, the Contractor agrees to immediately assign all Subcontracts to the District which the District has chosen to accept; and
- (c) Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

14.2.3 Payments Withheld

If the District terminates the Contract for one of the reasons stated in Article 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

14.2.4 Payments Upon Completion

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the work. In such a case, the Contractor shall have no claims against the District except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to take over completion of the Project, the Contractor agrees to immediately assign all Subcontracts to the District which the District has chosen to accept. Contractor also agrees and acknowledges that the compensation payable by this article 14.3.1 shall be the sole and exclusive compensation, damages and amount of money recoverable by Contractor for the District's termination of pursuant to this article 14.3.1.

14.3.2 Non-Appropriation of Funds/ Insufficient Funds

In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

- (a) Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;
- (b) If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or
- (c) Initiate procedures to declare the Contractor a non-responsible bidder for a period of two to five years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Article (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect

GENERAL CONDITIONS

and the District shall direct, all work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Article be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Article are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

ARTICLE 15

15.1 COPY OF PAYMENT BOND MUST BE POSTED ON PROJECT SITE

Contractor shall at all times post a full and complete copy of the payment Bond for the Project in a conspicuous place outside of the Inspector of Record's trailer and/or outside the Contractor's trailer in an enclosure to protect the document from the elements so that said Payment Bond is easily readable by any person performing and/or furnishing labor, skills, material, equipment, supplies, apparatus and the like, to the jobsite. District has the right, but not the obligation, to post a copy of such bond at the Project site as well.

15.2 STOP NOTICE RELEASE BONDS REQUIRED

Should a stop notice claimant file a Stop Notice with the District regarding the Project, the District will notify the Contractor in writing of same and provide the Contractor with a copy of the Stop Notice. Contractor shall then immediately do one or more of the following: (1) obtain a release of the Stop Notice and provide the original thereof to the District; (2) use the summary statutory declaration procedure for challenging the Stop Notice; and/or (3) provide the District with a Stop Notice Release Bond from a surety separate from the surety that issued the Payment Bond and Performance Bond for the Project. If the Contractor does not use the summary statutory declaration procedure for challenging the Stop Notice, then if the Contractor has not provided the District with a release of the Stop Notice within seven (7) calendar days of the District giving written notice thereof to the Contractor, Contractor shall immediately provide the District with a Stop Notice Release Bond from a surety separate from the surety that issued the Payment Bond and Performance Bond for the Project. Should Contractor fail to do so, the District has the right, but not the obligation, to obtain such a bond and back charge the Contractor the cost thereof as well as any other costs, fees, and/or expenses the District incurs as a result thereof.

END OF SECTION

EXHIBIT G

AGREEMENT FORMS

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“Agreement”), is entered into this 09th day of April, 2020 in the County of San Bernardino of the State of California, by and between the San Bernardino Community College District (“DISTRICT”) and _____ (“CONTRACTOR”).

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, supplies, products, design and engineering services, equipment, tools, utility and transportation services, apparatus, and the like, and perform and complete all work required in connection with the project commonly referred to as **SB COUNTY TI Project at 658 E BRIER Dr., San Bernardino, CA 92408 (NIB# 03-1920-01)** (“Project”) in strict accordance with the Contract Documents enumerated in Article 8 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with all of these obligations, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Inspector of Record, the City of San Bernardino ~~Riverside County~~ (“Planning Department”), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the Contract Documents, that the act or omission is preventing the CONTRACTOR from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within seven days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents. Everything called for by the Agreement is sometimes also referred to as the “Work.”

ARTICLE 2 - TIME OF COMPLETION: Once the CONTRACTOR has received the Notice to Proceed from the DISTRICT, the CONTRACTOR shall proceed as identified therein as well as required by the Project Schedule, and shall diligently schedule, execute, and fully complete the required Work in accordance with the current Project Schedule and within the time period specified in the Notice to Proceed. The Project duration shall be 106 calendar days. Construction must start on April 13, 2020 and must be completed no later than July 24th, 2020 in order to allow the Tennent to obtain beneficial occupancy by August 1st, 2020.

It is expected that the DISTRICT will issue the Notice to Proceed to the CONTRACTOR within 90 days of the CONTRACTOR’s execution of this Agreement. But it is expressly understood that with reasonable notice to the CONTRACTOR, the DISTRICT may postpone issuing the Notice to Proceed. It is further expressly understood that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT’s postponement of the issuance of the Notice to Proceed.

ARTICLE 3 –LIQUIDATED DAMAGES: The CONTRACTOR shall pay the DISTRICT \$2,000.00 per day as liquidated damages for each calendar day of unexcused delay that the Work remains unfinished beyond the completion date as set forth in the Project Schedule that is caused by the CONTRACTOR or by those for whom the Contractor is legally responsible for to the District. The DISTRICT may deduct such liquidated damages from any payments due or to become due to CONTRACTOR. This provision shall not limit any rights or remedies of the DISTRICT in the event any other default of the CONTRACTOR other than failing to complete the Work by the completion date.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS (\$ _____), said sum being the total amount stipulated in the CONTRACTOR's proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order, Partial Change Order, Construction Directive, or Compromise result in an increase or decrease in the Contract Price, the cost of such Change Order, Partial Change Order, Construction Directive, or Compromise, shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the limitations set forth in the applicable Public Contract Code sections. In the event that the CONTRACTOR proceeds with a change in the Work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order, Partial Change Order, Construction Directive, or Compromise, the CONTRACTOR waives any claim of additional compensation for such additional work. The DISTRICT's Executive Vice Chancellor has received delegated authority from the DISTRICT's Governing Board to approve additive and deductive Change Orders, Partial Change Orders, Construction Directives, and Compromises, and to bind the DISTRICT thereto, in the amount of the monetary limitations set forth in the applicable Public Contract Code sections. See General Conditions, Article 7, for further details.

ARTICLE 5 – DEFENSE – INDEMNIFICATION – HOLD HARMLESS OBLIGATIONS: CONTRACTOR shall defend, indemnify, and hold harmless the DISTRICT, the Architect, the Inspector of Record, Project Manager, and the State of California, and their respective officers, trustees, employees, agents, and independent contractors, from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs, and expenses, of any kind, arising from death, personal injury, property damage, or other cause, based or asserted upon any act, omission, or breach connected with or arising from the Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, the DISTRICT, the Architect, the Inspector of Record, the State of California, and their respective officers, trustees, employees, agents, and independent contractors, from any such legal action, including attorneys' fees and legal costs.

Furthermore, CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the DISTRICT, the Architect, the Inspector of Record, the Project Manager, and the State of California, and their respective officers, trustees, employees, agents, and independent contractors from every claim or demand made, and every liability, loss, damage, expense, or attorney's fees and legal costs, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for: (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage, or expense, sustained by any person, firm, or corporation in connection with the Work called for in this Agreement or the Contract Documents, except to the extent resulting from the sole negligence or the sole willful misconduct of the DISTRICT.

(b) Any bodily injury to or death of persons, or damage to property, caused by any act, omission, or breach of the CONTRACTOR, or by any person, firm, or corporation employed or retained by the CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, 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 or the Contract Documents, but not for any loss, injury, death, or damages caused by the sole negligence or sole willful misconduct of the DISTRICT.

(c) Any dispute between the CONTRACTOR and the CONTRACTOR's subcontractors, suppliers, agents, or sureties, including, but not limited to, any failure or alleged failure of the CONTRACTOR (or any person hired or retained directly or indirectly by the CONTRACTOR) to pay any subcontractor of any tier, or any other person employed in connection with the Work, or in connection with the filing of any stop notice or mechanic's lien claims.

(d) Any breach of the Agreement by the CONTRACTOR.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, and other proceedings that may be brought or instituted against the DISTRICT, its officers, trustees, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, or its officers, trustees, agents, or employees, in any action, suit, or other proceedings as a result thereof.

The Parties agree to comply with the dispute resolution procedures set forth in Public Contract Code Section 9204, as applicable.

ARTICLE 6 - CONTRACTOR'S INSURANCE:

6.1 Insurance Requirements. Before the commencement of Work on the Project, the CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in California, with a financial rating of at least A+ status as rated in the most recent edition of Best's Insurance Reports, such insurance as will protect the DISTRICT from claims set forth below, which may arise out of or result from the CONTRACTOR's operations under this Agreement and for which the CONTRACTOR may be legally liable, whether such operations are by the CONTRACTOR, or by anyone directly or indirectly employed or retained by CONTRACTOR, or by anyone for whose acts CONTRACTOR may be liable, including insurance coverage for the following:

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person, including employees, contractors, and agents of the DISTRICT;
- (b) Claims for damages insured by usual personal injury liability coverage which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or by a subcontractor or agent of the CONTRACTOR;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from acts or omissions under this Agreement or the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work for the Project;

- (e) Claims involving contractual liability applicable to the CONTRACTOR's obligations under this Agreement and the Contract Documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and its subcontractors;
- (f) Claims involving completed operations, independent contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, or excavating; and
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

6.2 Additional Insured Endorsement Requirements. The CONTRACTOR shall name, on any policy of insurance required under Article 6.1 above, the DISTRICT, the Architect, the Inspector of Record, the State of California, and their respective officers, trustees, employees, agents, ~~Project Manager, Program Manager, Property Manager~~ and independent contractors as additional insureds. The CONTRACTOR also shall ensure that all of the CONTRACTOR's subcontractors name the same additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the CONTRACTOR pursuant to this Article must be designated in the policy as primary to any insurance obtained by the DISTRICT. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

6.3 Specific Insurance Requirements. The CONTRACTOR shall take out and maintain and shall require all of its subcontractors, if any, whether primary or secondary, to take out and maintain:

- (a) **General Liability Insurance.** Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:
 - i. Per occurrence (combined single limit).....\$1,000,000.00
 - ii. Project Specific Aggregate (for this project only) ... \$1,000,000.00
 - iii. Products and Completed Operations.....\$500,000.00
 - iv. Personal and Advertising Injury Limit.....\$500,000.00

6.4 Workers' Compensation Insurance. During the term of this Agreement, the CONTRACTOR shall provide workers' compensation insurance for all of the CONTRACTOR's employees working on the Project under this Agreement and, in case any of the CONTRACTOR's work is subcontracted, the CONTRACTOR shall require the subcontractor to provide workers' compensation insurance for all the subcontractor's employees working on the Project. Any class of employee not covered by a subcontractor's insurance shall be covered by the CONTRACTOR's insurance. In case any class of employee working on the Project under this Agreement on the Project is not protected under the workers' compensation laws, the CONTRACTOR shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those

employees not otherwise protected. The CONTRACTOR shall file with the DISTRICT certificates of insurance in accordance with Labor Code § 3700.

6.5 Other Insurance. The CONTRACTOR shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

6.6 Proof of Insurance. The CONTRACTOR shall not commence work on the Project, nor shall it allow any subcontractor to commence work on the Project until all required insurance and certificates have been obtained and delivered in duplicate to the DISTRICT for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause: “This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the DISTRICT.”
- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location, and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- (c) Certificates of insurance shall clearly state that the DISTRICT and the Architect are named as additional insureds under the policy described, and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT.
- (d) The CONTRACTOR and its subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the DISTRICT.

6.7 Compliance. In the event that the CONTRACTOR fails to furnish and maintain any insurance required by this Article, the CONTRACTOR shall be in default under the Contract. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the DISTRICT.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement 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, this Agreement shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THIS AGREEMENT: This Agreement consists of the following Contract Documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Bid Proposal Form
- Bid Guarantee Form
- Bid Bond (*Notarized*)
- Designation of Subcontractors
- Non-Collusion Declaration (*Notarized*)
- Contractor’s Certificate Regarding Worker’s Compensation

Acknowledgment of Bidding Practices
Bidder's Acknowledgement of Project Duration
Site Visit Certification (*Notarized*)
Substitution Request Form
General Conditions
Supplemental Conditions
Construction Directive
RFQ/RFP Documents
Agreement Form (*Notarized*)
Payment Bond (*Notarized*)
Performance Bond (*Notarized*)
Contractor's Guarantee
Insurance Endorsements
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Tobacco & Alcoholic Beverage Use
Recycled Content Certification
Asbestos-Free Materials Certificate (*Notarized*)
Lead Base Paint Requirements (*Notarized*)
Project Schedule
All Addenda as Issued
All Change Orders and/or Partial Change Orders

All of the Contract Documents are intended to be complementary. Terms used in this Agreement are as used herein or in the General Conditions. Work required by one of the Contract Documents and not by others shall be done as if required by all. In case of a conflict between this Agreement and any other of the Contract Documents, the terms of this Agreement shall prevail.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations ("DIR"). Copies of schedules of rates so determined by the Director of the DIR are available from the DIR.

The following are hereby referenced and made a part of this Agreement and the CONTRACTOR agrees to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Sections 1720 et seq.);
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (Sections 16000 et seq.); and

ARTICLE 10 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three years after final payment. Separate and apart from the foregoing, the CONTRACTOR shall keep all of its, and require by contract that each of its subcontractors, sub-subcontractors, and suppliers keep all of their, Project and Project-related records, for a period of four years from the Project's completion, and the DISTRICT has the right to copy, review, inspect, and audit all such records at DISTRICT's cost and expense upon 48 hours' notice. Upon receipt of such notice, the CONTRACTOR shall make said records available as required herein.

ARTICLE 11 - CONTRACTOR'S LICENSE AND REGISTRATION: The CONTRACTOR must possess throughout the PROJECT a **Class B**, and keep in good standing at all times during the performance of this Agreement, all required licenses and certifications. In addition, the CONTRACTOR and any and all of CONTRACTOR'S subcontractors shall comply with the registration requirements set forth in Labor Code Section 1725.5.

ARTICLE 12 – PROJECT MANAGER STATUS: DISTRICT staff or a designated consultant will serve as Project Manager. The Project Manager will assist the DISTRICT with the administration of the Agreement, in accordance with the terms of those General Conditions and the Construction Management Agreement, if any, between the DISTRICT and the Project Manager. The Project Manager has been appointed as the DISTRICT's agent with the power to carry out the Project Manager's duties and activities on behalf of the DISTRICT. The Project Manager has no payment obligation under this Agreement and cannot authorize any changes to the Agreement, the Work, or the Project.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties, on the day and year first above written.

San Bernardino Community College District:

CONTRACTOR:

Typed or Printed Name

Typed or Printed Name

Signature

Signature

Title

Title

Dated: _____

Dated: _____

(CORPORATE SEAL)

EXHIBIT I

RFI RESPONSES 1-4

Request for Information

PROJECT NAME: SB COUNTY TI - 658 E BRIER

RFI No.01

INFORMATION REQUESTED BY

DATE SENT

DATE DUE

N/A

CONTRACTOR RFI NUMBER

N/A

Contact: N/A

Phone: N/A

Fax No.: N/A

TITLE OF ISSUE

Engineer's Estimate

DRAWING REFERENCE

SPECIFICATION REFERENCE

N/A

DESCRIPTION OF PROBLEM / INFORMATION NEEDED: (Be clear and specific.)

What is the Engineer's Estimate?

We do not have one. Please read section 1.6. > a. (page 4) for project description. Thank you.

POTENTIAL COST IMPACT

POTENTIAL SCHEDULE IMPACT

REQUESTOR'S SUGGESTIONS

Date:

Signature of Requestor

Request for Information

PROJECT NAME: SB COUNTY TI - 658 E BRIER

RFI No.01

INFORMATION REQUESTED BY

DATE SENT

DATE DUE

N/A

CONTRACTOR RFI NUMBER

N/A

Contact: N/A

Phone: N/A

Fax No.: N/A

TITLE OF ISSUE

Mandatory Vendors

DRAWING REFERENCE

SPECIFICATION REFERENCE

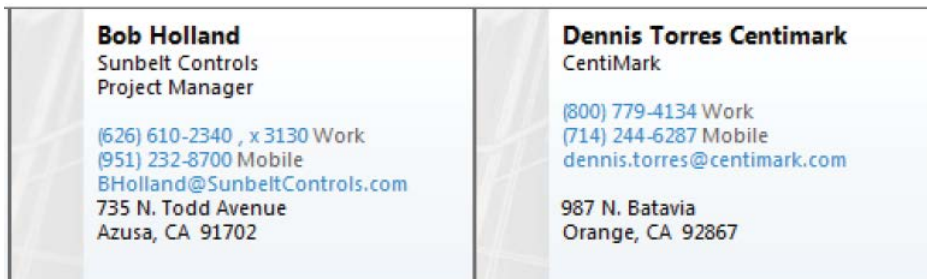
N/A

DESCRIPTION OF PROBLEM / INFORMATION NEEDED: (Be clear and specific.)

Who the required HVAC Controls & Roofing contractor?

Due to warranty related obligations, following Vendors must be used on the existing systems. These systems/vendors are a building standard.

- HVAC Controls – Sunbelt Controls
- Roofer – CentiMark



POTENTIAL COST IMPACT

POTENTIAL SCHEDULE IMPACT

REQUESTOR'S SUGGESTIONS

Date:

Signature of Requestor

Request for Information

PROJECT NAME: SB COUNTY TI - 658 E BRIER

RFI No.03

INFORMATION REQUESTED BY

DATE SENT

DATE DUE

N/A

CONTRACTOR RFI NUMBER

N/A

Contact: N/A

Phone: N/A

Fax No.: N/A

TITLE OF ISSUE

Exterior North Courtyard

DRAWING REFERENCE

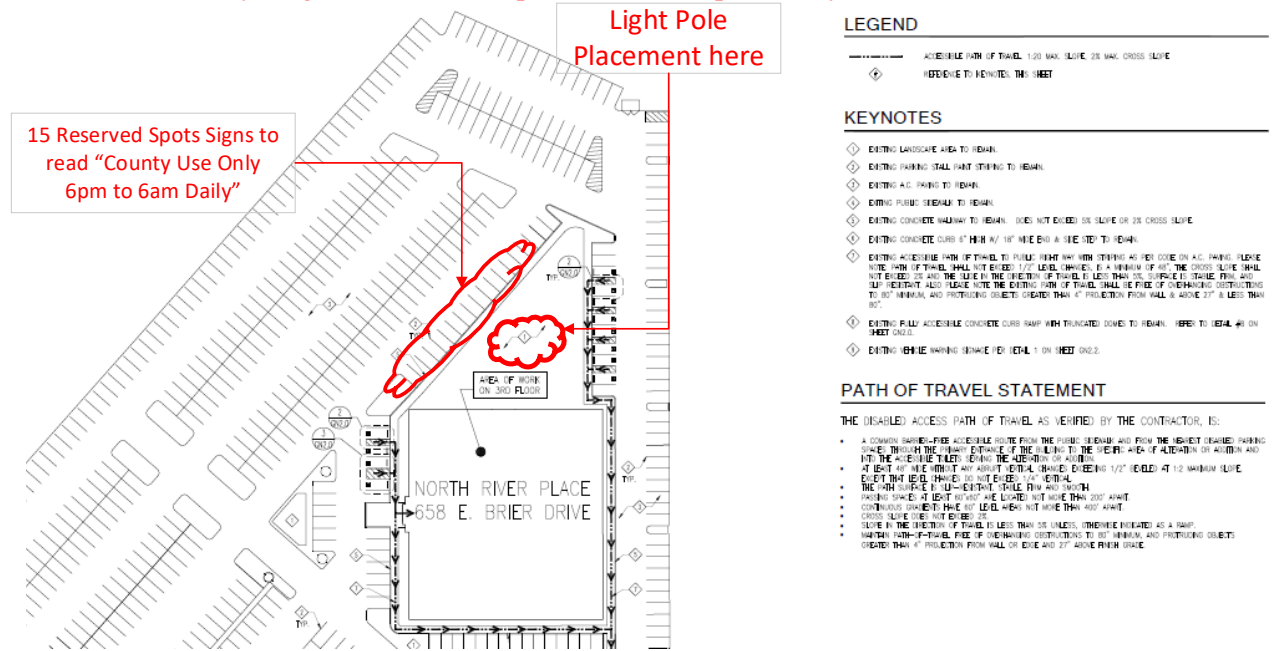
GN3.0

SPECIFICATION REFERENCE

DESCRIPTION OF PROBLEM / INFORMATION NEEDED: (Be clear and specific.)

Exhibit F under Exterior lighting specifications calls for 3 ft. LED lighting fixture in North Courtyard.
 Exhibit F (page 22) calls for 15 dedicated signed parking stalls

Make sure that everything included in the specification is captured in you bid as well.



POTENTIAL COST IMPACT

POTENTIAL SCHEDULE IMPACT

REQUESTOR'S SUGGESTIONS

Date:

Signature of Requestor

Request for Information

PROJECT NAME: SB COUNTY TI - 658 E BRIER

RFI No.04

INFORMATION REQUESTED BY

DATE SENT

DATE DUE

N/A

CONTRACTOR RFI NUMBER

N/A

Contact: N/A

Phone: N/A

Fax No.: N/A

TITLE OF ISSUE

Power & Data Plan

DRAWING REFERENCE

SPECIFICATION REFERENCE

A3.0

DESCRIPTION OF PROBLEM / INFORMATION NEEDED: (Be clear and specific.)

- A3.0 > Keynotes #7 references TFTI instead of CFCI (Contractor Furnished Contractor Installed)
- A3.0 > General Electrical Notes: Include cost for "Contractor to provide EMON DEMON monitoring for after-hours lighting" in the bid.

POTENTIAL COST IMPACT

POTENTIAL SCHEDULE IMPACT

REQUESTOR'S SUGGESTIONS

Date:

Signature of Requestor