NOTICE CALLING FOR PROPOSAL

District: South Orange County Community College District

Project: BID NO. 2028: RFQ & P for Exterior Lighting and Controls Retrofit – Phase I Saddleback College

Bid Deadline: 2:00 P.M., February 24, 2015

Mailing Address & Proposal Receipt: South Orange County Community College District Facilities Planning & Purchasing Health Sciences Building 28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Brandye D’Lena

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, CA, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, sealed proposals for the award of an energy services contract per Government Code 4217.10-.18 for the aforementioned project.

Each proposal must conform to and be responsive to the contract documents and be submitted on a form furnished by the DISTRICT.

DESCRIPTION OF THE WORK: The Parking Lot and Roadway Lighting Conversion to LED services will include construction, demo, fabrication and installation to support the replacement and retrofit of existing HID light fixtures to LED fixtures and controls.

ENGINEERING PROJECT COST ESTIMATE OF: $717,897

DETERMINATION OF BEST VALUE: The DISTRICT will review proposals and will award the contract to the responsive Firm whose proposal is determined to provide the Best Value to the DISTRICT. DISTRICT’S written decision shall support the award of the contract by stating the basis of the award.

PREVAILING WAGE: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) and awarded (awarded on or after April 1, 2015) 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)].

The California Department of Industrial Relations (DIR) has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are maintained at the DISTRICT office and are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful proposer to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the duration of the Project. The general prevailing rate of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at least time and one-half. See bid website for summary of new DIR requirements.
SUBSTITUTION OF SECURITIES: DISTRICT will permit successful proposer to substitute securities for retention monies withheld in accordance with California Public Contract code, Section 22300.

PROCUREMENT OF REQUEST FOR PROPOSAL DOCUMENTS: Proposers may access the Request for Proposal documents through the DISTRICT’S website at the following address: http://www.soccccd.edu/businessservices/bs_purchasing_bids.html.

A MANDATORY PRE-PROPOSAL CONFERENCE WILL BE HELD at 1:00pm on Tuesday, February 3, 2015 at Saddleback College, Facilities Management Building (Central Plant), 28000 Marguerite Parkway, Mission Viejo, CA 92692. Proposals will not be accepted from any Firm who fails to attend this mandatory conference. Firms are advised to arrive early in order to park and obtain a parking pass from Saddleback College Police. Parking is also available in the staff parking located just inside the front entry of Facilities Maintenance Building.

The DISTRICT reserves the right to reject any or all submittals or to waive any irregularities or informalities in any proposals.

Brandy K. D’Lena
Executive Director,
Facilities Planning & Purchasing

PUBLISH: THE REGISTER
January 23, 2015 &
January 30, 2015
REQUEST FOR QUALIFICATIONS AND PROPOSALS – EXTERIOR LIGHTING AND CONTROLS RETROFIT - PHASE I: SADDLEBACK COLLEGE

South Orange County Community College District (District) is inviting submittals from qualified Firms, partnerships, corporations, associations, or professional organizations to provide and preform Electrical Installations and Retrofit as required for the removal and replace and/or retrofit of the existing campus wide HID lighting fixtures with LED lighting fixtures and controls as defined in the contract documents. Selection will result in an Agreement expected to provide comprehensive, professional construction services to SOCCCD expected to begin March 31st, 2015.

If you would like to submit a response to this Request for Qualifications and Proposals, please send seven (7) hard copies and one (1) electronic copy of requested materials to:

South Orange County Community College District
Facilities Planning & Purchasing
Health Sciences Building
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Brandye D’Lena

Questions regarding this RFQ & P may be directed to Brandye D’Lena at bdlena@socccd.edu.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the District bid website at www.socccd.edu.

All responses must be received by mail, recognized carrier or hand delivered by

**Tuesday, February 24, 2015. @ 2:00 P.M.**
INTRODUCTION

South Orange County Community College District seeks Firms that can provide construction services for the Electrical Installations and Retro fits as required to remove, replace and/or retrofit the existing campus wide HID light fixtures with LED light fixtures and controls along with the necessary pre and post monitoring and verification as required to validate the proposed energy savings as defined in the contract documents and consistent with Prop 39 and SDG&E rebate requirements. The District will evaluate proposals to determine the Firm best qualified using Public Contract Code 4217. This RFP & Q is the means by which the District will select a Firm.

The goal of this project is to utilize the existing light poles and either install new LED fixtures or convert the existing roadway bell light fixture housings to LED; in addition, the installation of new lighting controls and the necessary pre and post construction monitoring and verification as required.

The District is requesting qualification statements and proposals from contractors with a proven track record. The District has appointed a Selection Committee that will manage the selection process, review and evaluate the Proposals and make a recommendation regarding the selection of a successful Firm. The committee shall be comprised of individuals with experience, knowledge and program responsibility for the products and services of this Project. The evaluation, selection and recommendation timeframe is expected to be approximately six weeks. Selection will be conducted comprehensively, fairly and impartially. Structured, quantitative scoring techniques will be used to maximize objectivity.

Selection will include an assessment of the Firms’ proven ability to apply their experience and technical expertise to:

- complete this energy savings project in an efficient and skilled manner
- provide quality components per contract documents
- ensure the systems’ operation and persistence of generation for the system life
- minimize lifecycle system costs while maximizing return on investment over the life of the system
- collect, document and assemble in the approved format, all pre and post monitoring and verification data as required of a Prop 39 and SDG&E energy savings project

At a minimum, Firms must possess the ability to design and construct complex lighting retrofit upgrades on an active college campus; this includes the installation of a modern integrated wireless lighting controls systems.

An Agreement may be awarded in accordance with the defined Basis of Award herein. Each initial offer should contain the Firm’s best terms from a technical and cost/price standpoint.

The selected team will work with the assigned project manager, take an active leadership role in the entire design and construction process, make presentations as required to the Board of Trustees when scheduled, prepare the final documents, gather and submit as required pre and post construction monitoring and verification data consistent with Prop 39 and SDG&E rebate requirements, complete construction, provide
a fully functional system and obtain project close out. It is the intent of this Request for Qualifications and Proposals (RFQ & P) to establish the specifications, terms and conditions governing the selection process.

BACKGROUND:

Saddleback College, located in Mission Viejo, celebrated its 40th anniversary on September 23, 2008. Saddleback College is approximately 175 acres and serves over 41,000 students each year.

This RFQ & P addresses the need, and lays the foundation for the improvement of Parking Lot and Roadway lighting campus wide by replacing or retrofitting the existing with new LED Lighting and Controls. These new lighting and controls will provide better more even lighting levels, improve efficiency, reduce maintenance expense and provide a foundation for future expansion.

The selected Firm will be required to design and construct the requisite Parking Lot and Roadway, Phase I retrofit project, and deliver a fully functional Parking Lot and Roadway Lighting and Controls system with a two year maintenance period and a minimum two year warranty for all work performed. Some individual warranty requirements are greater as stated herein.

SUBMITTAL INFORMATION AND SUBMITTAL SCHEDULE

All submittals shall be in the form and formatted as specified in this RFQ & P. Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.

Time is of the essence. Submitting Firms will be expected to adhere to the required dates and times.

Submittal questions must be in writing and be directed to Brandye D’Lena, bdlena@socccd.edu with the subject line indicating “Question(s) for LED Lighting Retrofit RFQ & P”. If questions are submitted after the deadline, they will not be answered and Firms must provide a submittal using the information in the RFQ & P and any addenda provided.

Request for Qualification & Proposals Submittal Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>RFQ &amp; P - 1st Advertisement</td>
<td>January 23, 2015</td>
</tr>
<tr>
<td>RFQ &amp; P - 2nd Advertisement</td>
<td>January 30, 2015</td>
</tr>
<tr>
<td>Mandatory Pre-proposal meeting</td>
<td>February 3, 2015, 1:00 pm</td>
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<tr>
<td>Deadline for written questions</td>
<td>February 13, 2015</td>
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<tr>
<td>Last addendum</td>
<td>February 19, 2015</td>
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<tr>
<td><strong>Deadline for RFQ &amp; P Submittal</strong></td>
<td>February 24, 2015</td>
</tr>
<tr>
<td>Interviews (Optional)</td>
<td>March 3, 2015</td>
</tr>
<tr>
<td>Contract Negotiation</td>
<td>March 5, 2015 1:30-3:30</td>
</tr>
</tbody>
</table>
Board Meeting Date: March 30, 2015
Contract Execution: March 31, 2015

Firms who intend to respond to the RFQ & P shall participate in a mandatory pre-proposal meeting/site walk which will begin per the schedule above at:

**Saddleback College**
**Facilities Management Office**
(Central Plant End of Service Road-See Exhibit H, Campus Map)
28000 Marguerite Parkway
Mission Viejo, CA 92692

Firms shall set aside two hours. There will be a sign in sheet at the start and roll call at the completion. Eligible candidates must be present for both.

During the review of the submittals, SOCCCD will not report apparent errors or request submittal clarification. Submittals will be interpreted as presented. Firms are responsible to proof documents to avoid errors.

The delivery package must be clearly marked with the **RFQ & P for Exterior Lighting and Controls Retrofit – Phase I**, Firm’s name and address, contact name, email and phone number.

**Submittals may be withdrawn at any time before the deadline by written request of person signing the Certification.**

Late submittals will be returned to the Firm without evaluation and Firm will not qualify for consideration. It is the Firm’s responsibility to ensure submittals are received on or before the deadline and at the identified location. A postmark will not be accepted as meeting the delivery requirement. Third party carriers are routed through the warehouse and may experience delay from carriers stated delivery timeframe. Hand delivery should include time allowances for limited parking, the possibility of elevator failure (third floor delivery) or other potential obstacles to reaching the delivery location in a timely manner.

**SCOPE OF WORK**

The District intends to hire a Firm to construct turnkey Exterior Lighting and Controls Retrofit – Phase I Upgrades according to the specifications of this RFQ & P. The Firm shall take into consideration the sites’ space parameters, applicable California state and local ordinances and codes; budget constraints; utility interconnection requirements, and other relevant factors.

**Services:** The Exterior Lighting and Controls Retrofit – Phase I Upgrade services will include installation and or retrofit of the exterior lighting to upgrade the existing HID lighting to LED as well as production of the requisite documents for obtaining stamped approval by regulatory authority, buy out through to construction completion and close out including submittal of electronic as-buils provided in a CAD program as approved by the college. District’s general conditions are attached and shall apply. Firms must
possess the ability to construct Roadway, Walkway and Parking lot lighting retrofits vital for student safety; for protection against assault, theft and vandalism; for convenience; and for comfort to the user.

Overview

1. **Experience.** The successful proposer must meet at a minimum the following:

   1.1. Experience with building systems similar to those required for this Project, and technical capability to address a broad range of systems, including without limitation:
      
      a. Exterior roadway and parking lot lighting installation and retrofit
      b. Exterior wireless parking lot and roadway lighting controls
      c. Retrofitting existing light poles with new fixtures and fixture mounts

   1.2. Project experience that supports the Firm’s project delivery on time and within budget

   1.3. Experience with the California Division of the State Architect (DSA).

   1.4. Commissioning experience and success.

   1.5. Relative project staff experience

   1.6. Demonstrated capability in contracting, management, construction and maintenance to provide a broad range of services, which may include but are not limited to the following:
      
      a. Energy Audit and Project Development: Technical energy audit to evaluate costs and savings of a variety of energy-saving measures; project development plan including financial analysis.
      b. Design/Construction/Implementation: Design services; equipment procurement; construction management; thorough understanding of legal and political restrictions of public entities.
      c. Commissioning/Maintenance: Commissioning; continuing operations and maintenance for all improvements; staff training on routine maintenance and operations of systems; maintaining long-term, high efficiency performance on buildings; fully staffed and factory certified in-house services department with 24/7 call center.

   1.7. Expertise in energy conservation and proven ability to obtain rebates or other incentives.

   1.8. Ability to satisfy District’s insurance, bond & safety requirements.

2. **College Operation.** The college will be in session during this planned work and the Firm will coordinating all activities as necessary around college activities and shall maintain safe lighting levels not less than the current levels throughout the college at all times during construction.
Schedule. The Exterior Lighting and Controls Retrofit – Phase I Services effort is expected to begin upon award after Board approval as noted in the schedule above and end no later than June 30th, 2015.

Tasks. The following are the expected tasks and deliverables associated with the Exterior Lighting and Controls Retrofit – Phase I Upgrade Services effort:

1. **Task 1: Project Initiation**
   Meet with Saddleback College Facilities/Central Plant project team to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and consultant teams, and include an evaluation methodology, in accordance with Lighting and Controls Retrofit – Phase I Upgrade terms and conditions and appropriate to meet the highest standard for the consultant’s practice and define emerging roles.

   **Deliverables:**
   a) Meeting notes
   b) Final work plan and project schedule
   c) Roles and Responsibilities Matrix
   d) Evaluation methodology

   Identify and order material. Identify pipeline supply issues immediately and provide recommendations for improvement.

2. **Task 2: Monitoring and Verification**
   The contractor will provide, define and implement the Monitoring and Verification (M&V) work plan with the college and the assigned SDG&E representative and SOCCCD representative. Execute the Prop 39 and SDG&E pre-construction monitoring of the existing lighting immediately after award.

3. **Task 3: Pre-Construction Analysis**
   Review available background materials and any other relevant information relating to the project including, but not limited to:
   - As-Built information on the existing central plant
   - Construction documents on the Lighting and Controls Retrofit
   - Meet with staff members most knowledgeable about the Project.

   **Deliverables:**
   a) Summary of meeting notes with College representatives and key stakeholders
   b) Roles and Responsibilities Matrix
4. **Task 4: Construction**

Construction services shall be for the Electrical Installations and Retrofit of the existing campus wide HID parking lot light fixtures with new LED light fixtures and controls as defined in the plans and specifications. This shall include strict adherence to Prop 39 and SDG&E rebate requirements. The contractor will provide all materials and labor required to provide a fully functional system prior to final acceptance. This project shall be managed and inspected by the District and the notification of final acceptance issued by the assigned project manager.

5. **Task 5: Closeout and Final Verification**

Perform Final Verification as defined in the (M&V) work plan and complete all necessary documentation to the college, assigned SDG&E representative and SOCCCD representative to support and secure all the Prop 39 and SDG& monitoring and verification requirements for this project.

**INSTRUCTIONS FOR SUBMITTING QUALIFICATIONS AND PROPOSALS**

Firms shall submit seven hard copies and one electronic copy in a sealed box or envelop clearly marked: “Proposal-Firm name, Design Build Services for the **Exterior Lighting and Controls Retrofit**. Hard copies shall be formatted on standard 8 ½ x 11 white paper with each page clearly numbered on the bottom. Each section, 1 – 11 listed below, shall be tabbed. The original copy shall be marked “Original” and must be wet signed by person authorized to bind the Firm.

“Qualifying Firms must not be on the federal list of current companies or individuals that have been declared ineligible to receive Federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended 29 U.S.C. Section 793; and/or the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. Section 4212”.

All submittals shall be in the form and formatted as specified in this RFQ & P. **Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, may be deemed “non-responsive” by the evaluation committee and eliminated from further consideration.**

Statement of Qualifications and Proposals should minimally include the following information:

1. **Cover Letter.** A maximum one-page, dated introductory letter must be submitted including the date, Firm’s legal name, address, telephone and fax numbers, and the name, title, and signature of the person(s) authorized to submit the proposal on behalf of the Firm.

2. **Table of Contents.** A Table of Contents of the material contained in the proposal shall follow the Cover Letter and outline in sequential order the major sections (identified in this section of the RFQ & P) and any subsections of the Proposal.

3. **Executive Summary**

   (1) Years in the electrical contracting business.
(2) Generally describe services and method for satisfying the District’s expectations, and goals including general and technical approach to partner with the District.

(3) Indicate the number of full-time employees and provide a general description of staffing resources including the total number of professional staff employed.

(4) Describe technical resources such as computer capabilities, software applications, and personnel.

(5) In general, describe your experience with:
   
   (a) Public works, especially educational facilities;
   
   (b) Division of the State Architect
   
   (c) California Community Colleges

   **Note:** Exhibit B, the Qualification Matrix, should be completed and placed in this section behind the executive summary. This form will be used as part of the review process.

3. **Experience.** Provide any professional registration, certifications and affiliations for the Firm. List accreditations and qualifications, such as, the U.S. Department of Energy, U.S. Department of Defense, etc., and describes the relevance of such accreditations or qualifications to this Project. Describe your experience with lighting retrofit construction projects and more particularly community college projects. Indicate the total number of similar facilities designed and or constructed by your Firm. Identify the scope of work performed within the last five years. Identify whether parking lot lighting retrofit experience cited is with new design, renovation design, construction, maintenance, and operations, monitoring, training, etc. Percentage breakdown of self-performed work vs. sub-contracted. Identify trades for work that is not performed by Contractor. Elaborate on Firm’s approach to equipment procurement in relationship to best value and scheduling. Specify which Projects were performed by the personnel recommended for this Work. Provide contact names and phone numbers for each listed project.

**Financial Standing** - Provide a current annual report or audited profit and loss statement. This information will be treated as confidential. Provide the amounts and carriers of general and professional liability insurance and bonding capacity.

Provide information relating to the filing of bankruptcy actions, debtor proceedings, case or proceeding, voluntary or involuntary by or against Firm. Include any order or decree rendered against Firm directing any readjustment, arrangement, composition or reduction Firm’s debts, liabilities or obligations or making any assignment for the benefit of creditors or any similar actions. For the purposes of this paragraph, the “Firm” includes Firm, subsidiary, parent or affiliate and any member of Firm’s management team that will be assigned to the Project.

Evidence that the Firm is legally certified to conduct business in the State of California for the services offered and experience with college and university educational facilities and other institutional services.
**Litigation.** The Firm must have an acceptable history of working proactively to avoid litigation. Provide specific information on termination for default, litigation settled or judgments entered within the last five (5) years including mechanics liens or stop notices filed against or by Firm resulting from or attributable to its current or past involvement with projects. Describe any current or past disciplinary actions taken by the California Contractors State License Board. Failure to properly make this disclosure may result in the rejection of all or any part of the Firm’s proposal or termination or any contract or agreement entered into pursuant to this RFQ & P process.

**Project Experience**

Briefly describe all parking lot lighting retrofit projects or related projects similar in type, size, scope and location to the District’s Exterior Lighting and Controls Retrofit – Phase I project completed by your company that demonstrate your capability to complete the District’s Project on time and within budget. Provide the following:

a. Project name, location, and A number if applicable.
b. District contact-reference information, including title, telephone number, fax number and e-mail address.
c. Project type and use. (Preferably community college District or other public educational facility.)
d. Size and scope, including specific work related to energy, water, and other O&M cost savings.
e. Anticipated schedule with original and actual start and completion dates. (Preferably within the last 10 years.)
f. Project and construction cost and fee.
g. Staff: project manager, project engineer, superintendent. (Individuals as those proposed on your organizational chart for this RFP & Q Project.)
h. Sub-Contractors/Sub-consultants. (Individuals as those proposed on your organizational chart for this RFP & Q Project.)
i. Include photos or other illustrations.
j. If applicable, explain in detail any termination or failure to complete a contract; debarment by any public entity; conviction for violating a state or federal antitrust law by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction for violating any other federal or state law related to bidding or professional services performance; knowing concealment of any deficiency in the performance of a prior contract; falsification of information or submission of deceptive or fraudulent statements in connection with a contract; willful disregard for applicable rules, laws or regulations. Information regarding any of the above, at the sole discretion of the District, may deem to indicate an unsatisfactory performance record.

**5. Business and Personnel.** This section of the proposal should establish the ability of the Firm to satisfactorily perform the required services as demonstrated by its representation of staff availability. Information shall further specifically include:

a. The business structure including whether the Firm is a subsidiary or affiliate of another company or entity or whether Firm or any subsidiary, parent, affiliate, or related entity is
directly or indirectly owned or controlled (in whole or in part) by any general contractor or any other contractor or consultant related to or performing work in connection with the Project.

b. If the Firm utilizes resources from more than one office, indicate office locations and how work would be coordinated. A one page for summary and up to five additional to highlight project specific information is allowed if appropriate.

c. Number of qualified staff

d. Identification of any services noted in the Agreement(s) not provided in-house

e. Identification of proposed sub consultants

f. Identification of proposed subcontractors per bid forms

g. Organizational Chart of proposed project team detailing relationship or the team members. All personnel assigned to District projects, employees, sub-consultants or subcontractors must:

i. Possess the minimum qualification to perform the services provided

ii. Have knowledge and understanding of terms and conditions, major services and activities required to perform services provided

iii. Have a minimum of three years of directly related experience

iv. Have not entered into a subcontract with any Firms who are ineligible to perform work on a public works project pursuant to Labor Code 17777.1 or 17777.7

h. Include resumes of proposed management personnel, including any proposed sub-consultants who would likely be assigned to projects. Provide name and professional qualifications of proposed personnel. Specifically define the role of each person and outline his or her individual experience. Identify any certifications or licenses held (No more than one page per person).

i. Firms must provide a statement that all proposed participants will meet or exceed the minimum qualifications specified herein.

6. Scope of Work. The Scope of Work section herein provided describes the expected effort of the Firm; however, the Firm may recommend refinements, suggestions or brief restatements of the scope of work in this section. Provide information in concise a manner as possible.

   a. The Proposal shall include a description of the approach Firm will use to procure long lead time equipment, pre and post metering, construct, and commission the system to meet the goals of the District. The Proposal shall describe how the Firm will comply with the requirements of the District, obtain timely DSA approval and accommodate ongoing campus operations during construction, including how the Firm intends to meet the proposed schedule.
b. The Proposal shall describe the Firm’s approach to Project and construction management, document control and project administration. The Firm shall indicate how the Work will be phased to meet the goals of the District. The Proposal shall include a narrative addressing how the Firm recommends Work shall progress in order to efficiently execute the design review, installation, pre and post metering, testing and commissioning of the systems. The Proposal shall also describe quality assurance procedures and safety plans. The Proposal shall contain a description of the Firm’s strategy for communicating with the District and assisting them in their efforts to achieve the overall objectives as described herein.

c. This section shall also contain an implementation narrative. The implementation narrative shall include procurement strategy for equipment and materials: submittal reviews, fabrication, staging, construction, installation and commitment from suppliers and/or manufacturers substantiating the availability of major long lead time equipment to meet the proposed schedule.

d. The technical portion of the Proposal shall describe the equipment, materials and methods to be employed by the Firm to meet the goals of the District for the Project and the requirements set forth in this RFQ & P. The Firm shall provide a narrative that describes the equipment and systems proposed and demonstrates how they meet the requirements of the RFQ & P. The technical portion of the Proposal shall include the following:

i. Proposed System Overview: Technical narrative that describes your means and methods for the installation and integration of the proposed systems including but not limited to:

ii. Pre and post metering. Compliance documentation and verification of the pre and post metering.

iii. Preliminary Layout of the wireless Systems: Describe your approach to wireless system coverage, redundant coverage and testing.

iv. Software and controls: Specifications of proposed controls software including screenshots of user interface and system diagnostic capabilities, programming, and user interfaces.

7. Economic Evaluation. Addressed prior to RFQ & P.

8. Services. Define which services your firm will be provided in-house and those for which you will hire consultants. Define the number of years you have worked with each consultant proposed as part of potential project teams. (One page maximum)

9. Additional Data. Provide additional information about the Firm as it may relate to this RFQ & P.

a. Indicate ongoing professional education of staff and total number of permanent employees. DVBE, Small business, small disadvantaged business, minority-owned Firms, and small women-owned business participation level. Consortia of small
businesses, minority-owned Firms, and women’s business enterprises are encouraged, and subcontracts with small businesses, minority-owned Firms, and women’s business enterprises are also encouraged. (Include as an appendix if desired).

b. Project Schedule: The Proposal shall contain a comprehensive critical path methodology schedule describing all activities of the Project. Project schedules shall be submitted electronically in MS Project. Activities with durations of 10 days or longer shall be shown. Show all float days as belonging to the owner. Align your projects schedule with you schedule of values to allow for ease of verification of pay applications. Start your schedule with the notice to proceed and end you schedule with customer acceptance.

c. Warranty: Firm shall submit a summary of warranties for each system component manufactures warranty, demonstrating compliance with RFQ & P requirements as well as full warranty agreements with terms and conditions. Note: All warranty periods shall commence upon customer acceptance and recordation of Notice of Completion not upon jobsite receipt or installation.

10. Client References. This section of the proposal permits Firms to demonstrate their ability and competence to satisfactorily perform the required services by using similar services recently completed for other clients. Information should be furnished for both the Firm and any listed sub-contractors / consultants included in the proposal and shall include:

a. Firm, sub-contractor / consultant name
b. Project name, location and description
c. Client contact name
d. Telephone number
e. Email address

This section may also include letters of recommendation or testimonials

11. Agreement Review. Review and comment on any proposed modifications to the attached draft Agreement(s). Recommend additional work scope if appropriate to allow for improved outcome for the District.

12. Certification. Complete, provide authorized signature, and date the CERTIFICATION - REQUEST FOR QUALIFICATION & PROPOSALS enclosed with this RFQ & P

Responses to the RFQ & P should be complete and be prepared to provide an insightful, straightforward, and concise overview of the capabilities of your company. Deviation from the defined content, order and format prescribed in this RFQ & P may result a non-responsive evaluation and Proposal rejection. Submittals received after the due date and time will not be considered or reviewed. The emphasis of your submittal should be on completeness and clarity of content.
The District reserves the right to waive any immaterial deviation in a submittal. The decisions to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Firm from full compliance with all requirements if awarded an Agreement.

The sample standard agreement (Exhibit E) is not to be included with the Firm’s submittal.

**BASIS OF AWARD**

Firm selection of the Exterior Lighting and Controls Retrofit – Phase I will be a phased process.

1. The first stage will be based on analysis focusing on the RFQ & P submittals.

2. The second stage may involve interviews with one or more of the short listed Firms to present their full understanding of, and responsiveness to, this RFQ & P, and their specific experience (at selection committee’s option).

3. The third stage is successful contract negotiations, recommendation to the Board and contract award.

If the selection committee desires clarification during the evaluation, the District at its option, may submit a clarification request in writing to one or more Firm(s). District will identify a response date in the letter asking for clarification. If the committee does not receive a response from Firm(s) by the response date, the committee will determine how to interpret the Proposal. For the purposes of this Proposal, “Clarification” means communication with a Firm for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Proposal. Clarification does not give the Firm an opportunity to review or modify the Proposal, except to the extent that correction or apparent clerical mistakes result in a revision.

The selection committee may contact any references including those provided by Firm in the Proposal.

If Interviews are schedule, they will be in accordance with the date provided herein. Firms must be available on the identified date in order to be considered. “Interviews” means any oral or written communication between the District and the Firm other than communications conducted for the purpose of a minor clarification, whether or not initiated by the District that involves information essential for determining acceptability of Proposal or provides Firm an opportunity to review or modify its Proposal.

Prior to presenting a recommendation to the Board of Trustees, District staff will engage in contract negotiations with selected Firm. If negotiations with the first team selected are unsuccessful, negotiations will commence with the second team and so on until an agreement has been successfully negotiated or SOCCCD rejects all proposals.

**Note:** By virtue of submission, the proposing Firm declares that all information provided in the Statement of Qualifications is true and correct.
MISCELLANEOUS

1. General information about SOCCCD may be found at http://www.socccd.edu. Recent projects are listed at the “Bids” tab.

2. All submittals shall remain active and valid for ninety days following closing date for receipt. The District reserves the right to negotiate the scope and cost of any submittal.

3. Selection may be made solely on the basis of the stage one submittal review or the selection committee may deem it necessary to interview applicants as part of the selection process.

4. The proceedings of the selection committee are confidential. Members are not to be contacted by the proposers. All communication between proposers and the District shall be through the contact information provided above for submitting RFQ & P materials.

5. All materials, except financial information, submitted in response to this RFQ & P shall become the property of SOCCCD and shall be considered a part of Public Record. The District reserves the option to retain or dispose of all submittals whether selected or rejected.

6. Only written changes to the RFQ & P will be valid. Verbal representations will not be binding on either party. Proposers are responsible to monitor the District bid page for addenda information.

7. SOCCCD reserves the right to reject any or all responses to this RFQ & P. Any and all costs incurred in preparing and submitting a response to this RFQ & P is the sole responsibility of the proposer.

8. This request does not constitute an offer of employment or a contract for services. The action to award the Agreement is vested solely in the Board of Trustees of the District.

9. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) and awarded (awarded on or after April 1, 2015) 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)].

FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement is as follows:

  June 20, 2014 [Immediate]: Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.
April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

Anytime: For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.

The District may modify the RFQ & P prior to the deadline for submittals by issuance of an electronic addendum on the District bid website. Firms/Individuals; all addenda will be posted on the bid website and it is the proposers responsibility to ensure they have obtained and reviewed all addenda.

Specific Inclusions

1. Exhibit A: Certification – Request for Qualifications
2. Exhibit B: Exterior Lighting and Controls Retrofit – Phase I – Qualification Matrix
3. Exhibit C: Sample fee schedule for extra work
4. Exhibit D: Sample Invoice for monthly billings
5. Exhibit E: Sample Agreement for Exterior Lighting and Controls Retrofit – Phase I
6. Exhibit F: Not Used
7. Exhibit G: Documents due at Lump Sum Price Approval
8. Exhibit H: General Conditions
9. Exhibit I: Campus Map

Proposals shall be received up to but not later than the time and date listed in the schedule.
CERTIFICATION - REQUEST FOR QUALIFICATIONS & PROPOSALS

CERTIFICATION - REQUEST FOR QUALIFICATIONS

The undersigned hereby proposes and agrees to furnish any and all required labor, equipment, material, transportation, insurance, and incidentals necessary to provide quality services pertaining to this solicitation in accordance with the terms and conditions of the RFQ & P; declares that the only persons or parties interested in this submittal as principals are those named herein; that this submittal is made without collusion with any other person, Firm or corporation; that the undersigned will contract with SOCCCD to provide these services to the District in the manner prescribed herein.

I certify that I have read the attached Request for Qualifications – Exterior Lighting and Controls Retrofit – Phase I and the instructions for submitting an RFQ & P. I further certify that I am authorized to bind the Firm noted in this submittal contractually, know that I must provide seven hard copies and one electronic copy of the Firm’s submittal in response to this request and that I am authorized to commit the Firm to the submittal.

I acknowledge the following addenda(s) ____________________

______________________________  ______________________________
Signature Typed or Printed Name

______________________________  ______________________________
Title Phone

______________________________  ______________________________
Address Email

Provide Seal here, if Corporation
RFQ & P - Exhibit B
Qualification Matrix

Exterior Lighting and Controls Retrofit – Phase I RFQ & P - Qualification Matrix

<table>
<thead>
<tr>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location (City/State)</td>
</tr>
</tbody>
</table>

NOTE: Firm to validate quantities listed on this sheet with supporting documentation in appropriate proposal tab sections.

<table>
<thead>
<tr>
<th>TAB</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Cover Letter - Professional/Format/Signed</td>
</tr>
<tr>
<td>2</td>
<td>Table of Contents - Correct &amp; Professional</td>
</tr>
<tr>
<td>3</td>
<td>Executive Summary - professional - coherent - relevant - concise</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Experience</th>
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</thead>
<tbody>
<tr>
<td>Years in business (min 3)</td>
</tr>
<tr>
<td>Location - proximity to campuses</td>
</tr>
<tr>
<td>Number of Projects in past 5 years</td>
</tr>
<tr>
<td>Type of related project</td>
</tr>
<tr>
<td>Type of related project</td>
</tr>
<tr>
<td>Type of related project</td>
</tr>
<tr>
<td># Contract terminations in last 5 years</td>
</tr>
<tr>
<td># Mediation/Litigation in last 5 years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>References &amp; Recommendations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of References with phone #s</td>
</tr>
<tr>
<td>Number of Written Recommendations from past clients</td>
</tr>
<tr>
<td>Phone Interview results</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Personnel</th>
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</thead>
<tbody>
<tr>
<td>Number of in-house staff &gt; 5+ years of experience</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope of Work</th>
</tr>
</thead>
</table>

LED Roadway and Parking lot lighting installation and retrofit experience

Wireless lighting controls experience

<table>
<thead>
<tr>
<th>Services - Philosophy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality Control - Process, etc.</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>---</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td>DVBE</td>
</tr>
</tbody>
</table>

|   | Fee Proposals Rates-Sealed Envelope |
|-----------------------------------|

|   | Client References |
|---------------------------------|

|   | Agreement Review |
|---------------------------------|
| Review and comments attached |

|   | Certification signed w/ correct # of addenda noted |
|---------------------------------|

RFQ & P - Exhibit C
Sample Fee Schedule for Extra Work

SAMPLE: CRITERIA AND BILLING FOR EXTRA WORK

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective by date of execution of this Contract and shall be revised each twelve (12) months; thereafter, based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

<table>
<thead>
<tr>
<th>CONSULTANT Services</th>
<th>Fee Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$XXX</td>
</tr>
<tr>
<td>Associate</td>
<td>$XXX</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$XXX</td>
</tr>
<tr>
<td>Special Services: CEO/Principal Consultant</td>
<td>$XXX</td>
</tr>
<tr>
<td>Clerical</td>
<td>$XXX</td>
</tr>
</tbody>
</table>
RFQ & P - Exhibit D
Sample Invoice

**SAMPLE: TEMPLATE FOR MONTHLY INVOICE**

Invoices for services shall be provided once per month and within 60 calendar days of performance of the services and shall have an AIA version Schedule of Values attached.

<table>
<thead>
<tr>
<th>Invoice</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Date: TBD</td>
</tr>
<tr>
<td>South Orange County Community College District</td>
<td>SOCCCDD Project Number: 2028</td>
</tr>
<tr>
<td>28000 Marguerite Parkway</td>
<td>Firm Invoice number: TBD</td>
</tr>
<tr>
<td>Mission Viejo, CA 92692-3635</td>
<td>Pay Application Number: TBD</td>
</tr>
<tr>
<td>Project: <strong>Exterior Lighting and Controls Retrofit – Phase 1</strong> Saddleback College</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Firm TBD</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Address</td>
<td></td>
</tr>
<tr>
<td>City / State / Zip code</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
</tbody>
</table>

**Services from Month/01/Year - Month/31/Year**

<table>
<thead>
<tr>
<th>Billing</th>
<th>Percent of Fee</th>
<th>Fee</th>
<th>% Comp</th>
<th>Earned</th>
<th>Previous Billing</th>
<th>Current Billing</th>
<th>Balance Remaining</th>
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<tbody>
<tr>
<td>Task</td>
<td>XX.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>XX.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>XX.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL CONTRACT AMOUNT</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>XX.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Amendment 01**

**REVISED CONTRACT AMOUNT**

<table>
<thead>
<tr>
<th>Reimbursable Expenses</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>List reimbursable items</td>
<td></td>
</tr>
<tr>
<td>Total Reimbursable rate at 1.1 times</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**TOTAL THIS INVOICE**
# TABLE OF CONTENTS: EXTERIOR LIGHTING AND CONTROLS RETROFIT – PHASE I - SADDLEBACK COLLEGE

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This Agreement between is entered into on this XX day of XX, 2015 by and between the South Orange County Community College DISTRICT (“DISTRICT”) and XXXXXXXXX at XXXXXXXXX (“CONTRACTOR”).

ARTICLE 1  DEFINITIONS

1.1. Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

ARTICLE 2  THE WORK

2.1. Scope of Work. CONTRACTOR shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of DISTRICT or other Project Team members retained by DISTRICT.

2.2. Standard of Performance. In addition to and without limiting CONTRACTOR’S other obligations under the Contract Documents, CONTRACTOR shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

a. comply with the requirements of the Contract Documents;

b. comply with Applicable Laws;

c. conform to the standard of care applicable to those who provide project services and construction of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project;

d. furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

e. apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the DISTRICT and within the limitations of the Contract Sum and Contract Time.

ARTICLE 3  CONTRACT TIME

3.1. Dates of Commencement. The Contract Time for completion of the design portion of the Work shall be measured from the Date of Commencement of Design. The Contract Time for Completion of entire Work, including the design and non-design portions, shall be measured from the Date of Commencement of Construction.
3.2. **Notice to Proceed.** The design portion of the Work shall not commence prior to the date fixed in the Notice to Proceed with Design. No physical construction at the Site shall proceed prior to the date fixed in the Notice to Proceed with Construction.

3.3. **Contract Time.**
   a. Construction. CONTRACTOR shall achieve Completion of the entire Work not later than 93 Calendar Days after Notice to Proceed.

3.4. **Liquidated Damages to District.**
   a. DISTRICT Right. The DISTRICT and the CONTRACTOR acknowledge and agree that if the CONTRACTOR fails to Complete the Work within the Contract Time, the DISTRICT will suffer substantial losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by CONTRACTOR of liquidated damages pursuant to this Section 3.4.
   b. Daily Rate. If the CONTRACTOR fails to achieve Completion of the entire Work within the Contract Time for Completion, the CONTRACTOR shall pay the DISTRICT as liquidated damages the amount of Two Thousand Seven Hundred and Fifty Dollars ($2,750) per Day for each Day occurring after the expiration of the Contract Time for Completion until the CONTRACTOR achieves Completion of the entire Work.
   c. Extensions of Time. Liquidated damages shall not be charged to Contractor for Delays to Completion for which the Contractor is entitled under the Contract Documents to receive an adjustment of the Contract Time for Completion.
   d. Partial Completion. Liquidated damages shall not be reduced or apportioned for Completion of portions of the Work prior to Completion of the entirety of the Work.
   e. Remedies. DISTRICT may deduct such liquidated damages as are payable hereunder from money due or to become due to the CONTRACTOR, or pursue any other legal remedy to collect such liquidated damages from the CONTRACTOR and/or its Surety.
   f. Not a Limitation. DISTRICT’S rights under this Section 3.4 shall not be interpreted as precluding or limiting: (1) any right or remedy of DISTRICT in the event of CONTRACTOR Default other than a failure to Complete the Work within the Contract Time; or (2) DISTRICT’S right to order an acceleration, at CONTRACTOR’S Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which DISTRICT has the right to assess liquidated damages.

3.5. **Liquidated Damages to Contractor.**
   a. CONTRACTOR’S Right. DISTRICT and CONTRACTOR acknowledge and agree that if CONTRACTOR is unable due to Compensable Delay to Complete the Work within the Contract Time, the CONTRACTOR and its affected Subcontractors and Subconsultants will suffer losses which are both extremely difficult and impracticable to ascertain and on that
basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by DISTRICT of liquidated damages pursuant to this Section 3.5.

b. Daily Rate. The Contract Sum shall be increased by the sum of Two Thousand Seven Hundred and Fifty Dollars ($2,750) per Day as liquidated damages for each Day for which CONTRACTOR is entitled under the Contract Documents to an adjustment extending the Contract Time for Completion due to Compensable Delay, with no additional amount added thereto for Allowable Markup thereon.

c. Payment by DISTRICT. A Change Order or Unilateral Change Order for an adjustment to the Contract Sum for the liquidated damages permitted by this Section 3.5 shall be executed prior to Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the DISTRICT’S rights of withholding payment permitted elsewhere in the Contract Documents or under Applicable Laws, amounts due to the CONTRACTOR pursuant to this Section 3.5 shall be payable as part of, and not prior to the due date for, Final Payment to CONTRACTOR.

d. Exclusive Remedy. Liquidated damages payable pursuant to this Section 3.5 constitute the CONTRACTOR’S sole and exclusive right and remedy for recovery of Losses to CONTRACTOR and its Subcontractors and Subconsultants, of every Tier, due to Delay, regardless of the cause or duration of the Delay and regardless of whether the Delay is a Compensable Delay, Excusable Delay or Unexcused Delay.

e. Deleted Work. In the event that Deleted Work results in a shortening of the Contract Time, the Contract Sum shall be reduced by an amount calculated as the product of (1) by the number of Days in the period of shortening, multiplied by (2) the liquidated damages amount stated in this Section 3.5.

ARTICLE 4  CONTRACT SUM


a. Price. DISTRICT shall pay the CONTRACTOR in current funds for the CONTRACTOR’S complete performance of the Work in accordance with the Contract Documents. In no event, however, shall the Firm Fixed Price be greater than the Maximum Allowable Price (MAP) of Seven Hundred and Eighty Thousand and 00/100 Dollars ($780,000). The MAP is the maximum amount the DISTRICT will pay and includes all costs and fixed fees set forth below for Design and Pre-Construction Services, Construction Services, Fee, and Hard Costs as defined below.

1. Maximum Allowable Price (MAP). This is the advertised price that is the maximum amount contained in the DISTRICT’S budget for all Work to be provided by the CONTRACTOR, and is the amount the CONTRACTOR agrees, through its control of the design, in collaboration with the DISTRICT, will not be exceeded when establishing the Lump Sum Price.
2. Fixed Fees. Fixed fees include Design and Preconstruction Services. Construction Services and Fee, as defined below.

3. Open Book Buyout of Subcontracts. This shall be accomplished collaboratively with the DISTRICT during the design process using Hard Costs as the design target amount. The final Hard Costs amount will be included in the Lump Sum Price.

b. Construction Services. The total sum payable for Construction Services shall not exceed XXXXXXXXX ($XXXXXX.XX). These sums are incorporated into the MAP as stipulated in Article 4.1.

c. Fee. The Fee payable to the CONTRACTOR shall not exceed (XXXX %) of the MAP, not to exceed XXXXXXXXX ($XXXX.XX). These sums are incorporated into the MAP as stipulated in Article 4.1.

d. Hard Costs. The total sum payable for Hard Costs shall not exceed ($XXXXXX). These sums will be incorporated into the Lump Sum Price as stipulated in Article 4.1, and included 2% CONTRACTOR contingency.

e. All Inclusive Lump-Sum Price. This shall be the sum total of Fixed Fees and final Hard Costs established at the end of the design phase of the Contract. The Contract Sum set forth in Article 4 is the total lump-sum maximum amount payable by DISTRICT to CONTRACTOR for performance of the Work under the Contract Documents and is deemed to cover all losses arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause.

ARTICLE 5 INSURANCE

5.1. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement and throughout the warranty period, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Minimum Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

Subcontractors of every tier and Subject to the same limit for each person on account of one accident, in an amount not less than

<table>
<thead>
<tr>
<th>Coverage Description</th>
<th>Minimum Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>
Subcontractors of every tier $1,000,000

Property Damage Insurance in an amount not less than $2,000,000

Subcontractors of every tier $1,000,000

Course of Construction Insurance without exclusion or limitation in an amount not less than $2,000,000

Excess Liability Insurance (Contractor only) $2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

5.2. **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

a. The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier.

b. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

5.3. **Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as 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 that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor 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.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

6.1. **List of Contract Documents.** The Contract Documents, include, without limitation, the following:

a. **Project Criteria.** The Project Criteria set forth in the RFP & Q Documents.

b. **RFP & Q Documents.** The RFP & Q Documents and Addenda, with the exception of Approved Deviations.

c. **Design Build Proposal.** The CONTRACTOR’S written responses to the RFP & Q, including its Proposal. The Contract Documents shall not include any portion of the Proposal that deviates from the Project Program or Criteria.

d. **Agreement.** This executed Agreement between DISTRICT and CONTRACTOR.

e. **Design Phase Terms and Conditions.** The Design Phase Terms and Conditions to the Agreement.

f. **General Conditions.** The General Conditions to the Agreement.

g. **Division One Requirement.** The Division One Requirements to the Agreement.

h. **General Requirements, Supplemental and Special Conditions.** Any General Requirements and Supplemental and Special Conditions.

i. **Final Construction Documents.** The Final Construction Drawings and Technical Specifications to be hereafter prepared by the CONTRACTOR and its Subconsultants that are accepted by the DISTRICT and approved by the DSA in accordance with the terms of the Contract Documents; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Proposal that deviates from the Project Program or Criteria.

j. **Addenda.** All Addenda associated with the completed set of contract documents.

k. **Reference Documents.** All Reference Documents associated with the completed set of contract documents.

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of ________________, and that ________________, whose title is ________________, is authorized to act for and bind the corporation.

WHEREFORE, This Agreement is entered into as of the day and year first written above.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR’S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO
STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

“DISTRICT”
South Orange County Community College District

By: __________________________
   Dr. Debra L. Fitzsimons
   Vice Chancellor of Business Services

Date: __________________________

“CONTRACTOR”
Anderson & Howard Electric, Inc.

By: __________________________

Name: __________________________

Title: __________________________

Date: __________________________

Contractor’s License No.

Tax ID

(CORPORATE SEAL OF CONTRACTOR, if corporation)
RFQ & P - Exhibit F
Design Phase Terms and Conditions
Not Used
Exterior Lighting and Controls Retrofit – Phase I Saddleback College RFQ & P - Exhibit G
Documents due at Maximum Allowable Price Approval

DESIGNATION OF SUBCONTRACTORS

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

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which 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 bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

Public Contract Code section 4108 authorizes a General Contractor to request a faithful performance and payment bond from a subcontractor. The General Contractor’s written or published request for subbids must specify the amount and requirements of the bond or bonds to be provided by the subcontractor. If the subcontractor fails to provide the requested faithful performance or payment bond, the general contractor may reject the subcontractor’s subbid and make a substitution of another subcontractor. If the general contractor fails to specify the bond requirements in the subbid documents, the general contractor is precluded from imposing bond requirements thereafter.
BID 2028  
Exterior Lighting and Controls Retrofit – Phase I  
Saddleback College

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<th>Type of Trade, Labor or Service</th>
<th>Name &amp; License # of Subcontractor, License Expiration Date (Indicate if a Disabled Veteran Business Enterprise)</th>
<th>Complete Address (Name of City is not sufficient) and Telephone No.</th>
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Bidder agrees that within twenty four hours of the Notice to Proceed, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone numbers of each listed subcontractor.

Dated: ____________________________

Name of Bidder

By: ______________________________

(Signature of Bidder)

Print Name: _______________________

Address __________________________

______________________________

______________________________

Telephone: ________________________

FAX: ____________________________
The undersigned declares:

I am the ___________________ of ________________________, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ____________[date], at ____________[city], _____________[state].
WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

________________________________________
Name of the Contractor

By: ______________________________________
Signature

________________________________________
Print Name

Continued on next page
(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)
PAYMENT BOND (CALIFORNIA PUBLIC WORK)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the South Orange County Community College District (sometimes referred to hereinafter as “DISTRICT”) has awarded to __________________________________ (hereinafter designated as the “CONTRACTOR” or “Principal”), an agreement for the work described as follows: ________________________________ (hereinafter referred to as the “Public Work”); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 3247;

NOW, THEREFORE, We, _______________________________________, the undersigned CONTRACTOR, as Principal; and ________________________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the South Orange County Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of ____________________ Dollars ($_____________), said sum being not less than one hundred percent (100%) of the total amount payable by said DISTRICT under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that
Exhibit G – Forms due at Lump Sum Price Approval

this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and the CONTRACTOR or on the part of any DISTRICT named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ______________ day of _____________, 20___.

PRINCIPAL/CONTRACTOR:

__________________________________________
By: ______________________________________

SURETY:

__________________________________________
By: ______________________________________

Attorney-in-Fact
IMPORTANT: THIS IS A REQUIRED FORM.

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety’s name must also appear on the Treasury Department’s most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety) (Name and Address of agent or representative for service of process in California)

______________________________________________________________________________
______________________________________________________________________________
______  ____________ Telephone: ________________________________
______________________________________________________________________________
______________________________________________________________________________
______  ____________ Telephone: ________________________________

STATE OF CALIFORNIA )
) ss.
COUNTY OF )

On this ______ day of ______, in the year ______, before me, ____________________, a Notary Public in and for said State, personally appeared ____________________, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the ____________________, (Surety) and acknowledged to me that he subscribed the name of the ______________________ (Surety) thereto and his own name as Attorney-in-Fact.

(SEAL)

Notary Public in and for said State

Commission expires: ______________________

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.
CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORK)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the South Orange County Community College District (sometimes referred to hereinafter as “DISTRICT”) has awarded to ____________________________________ (hereinafter designated as the “CONTRACTOR” or “Principal”), an agreement for the work described as follows: ______________________________________ (hereinafter referred to as the “Public Work”); and

WHEREAS, the work to be performed by the CONTRACTOR is more particularly set forth in that certain contract for said Public Work dated _____________ ________________, (hereinafter referred to as the “Contract”), which Contract is incorporated herein by this reference; and

WHEREAS, the CONTRACTOR is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, ______________________________________, the undersigned CONTRACTOR, as Principal, and ________________________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the South Orange County Community College District in the sum of ________________________ Dollars ($_______________), said sum being not less than one hundred percent (100%) of the total amount payable by said DISTRICT under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded CONTRACTOR, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the DISTRICT, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the DISTRICT that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.
As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of One (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of One (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Principal shall be, and is declared by the DISTRICT to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by DISTRICT as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at DISTRICT’s sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by DISTRICT of the lowest responsible bidder, arrange for a contract between such bidder and the DISTRICT and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the “balance of the Contract price” (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term “balance of the Contract price,” as used in this paragraph, shall mean the total amount payable to Principal by the DISTRICT under the Contract and any modifications thereto, less the amount previously paid by the DISTRICT to the Principal, less any withholdings by the DISTRICT allowed under the Contract.

Surety expressly agrees that the DISTRICT may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by DISTRICT, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the DISTRICT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

CONTRACTOR and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with enforcement of the bond, CONTRACTOR and Surety shall pay DISTRICT’s reasonable attorneys’ fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorneys’ fees to be fixed by the Court.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of ______________, 20__.  

PRINCIPAL/CONTRACTOR:  

__________________________________________  

By: ________________________________________  

SURETY:  

__________________________________________  

By: ________________________________________  

Attorney-in-Fact  

The rate of premium on this bond is ______________________________ per thousand.  

The total amount of premium charged: $__________________________ (This must be filled in by a corporate surety).
Exhibit G – Forms due at Lump Sum Price Approval

IMPORTANT: THIS IS A REQUIRED FORM.

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety’s name must also appear on the Treasury Department’s most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)  (Name and Address of agent or representative for service of process in California)

____________________________________  ______________________________________

____________________________________  ______________________________________

Telephone: __________________________  Telephone: __________________________

____________________________________  

STATE OF CALIFORNIA

COUNTY OF

On this ___________ day of ____________, in the year ______, before me, ________________________________, a Notary Public in and for said State, personally appeared ________________________________, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the (Surety) and acknowledged to me that he subscribed the name of the (Surety) thereto and his own name as Attorney-in-Fact.

______________________________  (SEAL)
Notary Public in and for said State

Commission expires: _______________________

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.
This Escrow Agreement is made and entered into, as of ________________, 20____, by and between South Orange County Community College District, whose address is 28000 Marguerite Parkway, Mission Viejo, CA 92692 hereinafter called "DISTRICT;" ____________________________, whose address is ________________, hereinafter called "Contractor;" and, ____________________________, whose address is ________________, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for ________________ in the amount of ____________ (hereinafter referred to as the "Agreement"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement between the DISTRICT and Contractor. Securities shall be held in the name of DISTRICT, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the DISTRICT makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the DISTRICT.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The DISTRICT shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the DISTRICT of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.
(8) Upon receipt of written notification from the DISTRICT certifying that the Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:                                                                 On behalf of Contractor:

Title                                                                                         Title

Name                                                                                         Name

Signature                                                                                  Signature

Address                                                                                      Address
Exhibit G – Forms due at Lump Sum Price Approval

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the DISTRICT and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

DISTRICT                                                                     CONTRACTOR

Title

Name

Signature

Escrow Agent

Title

Name

Signature
Guarantee for __________________. We hereby guarantee that the________________________, which we have installed in _________________________________, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of two (2) year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 47(d))

______________________________

Name of Contractor

By: ____________________________

Signature of Contractor

______________________________

Print Name

______________________________

Title

Contractor shall provide copy of this Guarantee to Contractor’s surety.
Exhibit G – Forms due at Lump Sum Price Approval

Guarantee (continued)

________________________
Name of Subcontractor
(if work performed by subcontractor)

By: ______________________
Signature of Subcontractor

________________________
Print Name

________________________
Title

Representatives to be contacted for service:

Name: ______________________

Address: ______________________

Telephone: ______________________
SHOP DRAWING TRANSMITTAL

The procedure governing shop drawing submittals is contained in the General Conditions. In addition, all Supplemental Conditions, Special Conditions and Specifications must be followed by the CONTRACTOR.

Failure to comply with all requirements will constitute grounds for return of the shop drawing for proper resubmittal. CONTRACTOR shall sequentially number each submittal.

Date: ____________________________  Submittal No.: ____________________________

From: ____________________________  To: ____________________________

Project Name: ____________________________

This is a(n):  

[ ] Original  [ ] Submittal  [ ] 2nd Submittal

Subject of Submittal:  

Equipment  Specification

Designation:  Section(s):

Complete either (a) or (b)  

Check One:

(a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions).

(b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on an attached sheet).

(continued on next page)
The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project 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 subcontractors, material suppliers, the ARCHITECT, or the engineers on this Project.

________________________
Signature of Contractor or Supplier
DRUG-FREE WORKPLACE CERTIFICATION

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

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:
   1) the dangers of drug abuse in the workplace;
   2) the person’s or organization’s policy of maintaining a drug-free workplace;
   3) the availability of drug counseling, rehabilitation and employee-assistance programs;
   4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

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

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

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

Continued on next page
Drug-Free Workplace Certification continued

NAME OF CONTRACTOR

________________________________________________________________

Signature

________________________________________________________________

Print Name, Title

________________________________________________________________

Date
CHANGE ORDER NO. ___________ (ADDITIVE)

PROJECT: __________________________________________________________

TO: ______________________________________________________________

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: __________________________________________

____________________________________________________________________

COST (This cost shall not be exceeded.):

- Original contract price: $ __________________
- Change Order amount: $ __________________
- New contract price: $ __________________

TIME FOR COMPLETION:

- Original completion date: _________________
- Time for completion of Change Order: _________________
- New completion date: _________________

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 60 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)
This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR
By: __________________________
    Signature
Print Name
Title
Date

DISTRICT
By: __________________________
    Signature
Print Name
Title
Date

ARCHITECT
By: __________________________
    Signature
Print Name
Title
Date
CHANGE ORDER NO. ____________________ (DEDUCTIVE)

PROJECT: ____________________________________________________________

TO: ________________________________________________________________

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: __________________________________________

____________________________________________________________________

COST (This cost shall be deleted.):

   Original contract price:       $ __________________
   Change Order amount:          $ __________________
   New contract price:           $ __________________

TIME FOR COMPLETION:

   Original completion date:     __________________
   Time for completion of
       Change Order:              __________________
   New completion date:          __________________

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)
This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

By: ________________________________
Signature

______________________________
Print Name, Title

______________________________
Date

DISTRICT

By: ________________________________
Signature

______________________________
Print Name, Title

______________________________
Date

ARCHITECT

By: ________________________________
Signature

______________________________
Print Name, Title

______________________________
Date
CONTRACTOR’S CERTIFICATE REGARDING NON-ASBESTOS CONTAINING MATERIALS

Per Article 70 of the General Conditions.

Certification for _____________________________. We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the _______________ which we have installed in the South Orange County Community College District under Project/Bid No. ___________.

(a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.

(b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

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

(d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.

(e) 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.

_________________________________________  __________________________________________
Date                                                                                           Name of Contractor

By: ________________________________________________________________________________
Signature

_________________________________________
Print Name, Title
RECYCLED CONTENT CERTIFICATION

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

The undersigned declares that he or she is the person who prepared a proposal for the Project Name (hereinafter referred to as “Project”) and submitted it to the South Orange County Community College District (DISTRICT) on behalf of ________________________ (CONTRACTOR).

Pursuant to Public Contract Code Section 12205, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled contract in materials, goods or supplies offered or products listed in Section 12207 used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Section 12209. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Section 12200. The CONTRACTOR may certify that the product contains zero recycled content. For purposes of this Certification, the definitions found in Public Contract Code Section 12200 shall apply.

I declare under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials goods or supplies offered for, or products used in, the performance of the Contract for the Project:

__________________________% Post-consumer Material  _____________________________% Secondary Material

Executed on this ____________ day of ________________________, 2014 at ________________________.

CONTRACTOR

__________________________________________

Signature

__________________________________________

Print Name, Title

Subscribed and sworn before me
This ____________ day of ________________________, 2014

__________________________________________

Notary Public in and for the State of California
My commission expires: ________________________
# GENERAL CONDITIONS OF THE 4217 CONTRACT

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1. General Provisions and Basic Definitions

1.1. Basic Definitions

1.1.1 Acceptance means the point that the Work as a whole is accepted by the Board of Trustees.

1.1.2 Act of God means earthquake, natural flood, tornado or other unusually severe natural or weather phenomenon occurring at the Site and causing Delay to performance of the Work at the Site; provided, however, that precipitation and winds shall not be an Act of God unless it exceeds in any given month the 10-year average of monthly levels as established by the National Oceanic and Atmospheric Administration (“NOAA”) according to NOAA’s records of measurable precipitation and winds taken at NOAA’s recording station, located within the Orange County area, that is nearest to the Site.

1.1.3 Action of the Governing Board is a vote of a majority of the members in a lawful meeting.

1.1.4 Addendum means written or graphic information (including, without limitation, Drawings or Specifications) prepared and issued by the District prior to execution of the contract, which modifies or interprets the Pre-Qualification Documents, RFP Documents or Contract Documents by additions, deletions, clarifications, or corrections.

1.1.5 Admitted Surety means a surety insurer that is duly certified pursuant to California Insurance Code §995.120 to transact business as a surety in the State of California.

1.1.6 Advertisement of Request for Pre-Qualification means the notice published by the District inviting contractors to submit for pre-qualification.

1.1.7 Agreed DSA Review Time means the agreed period of time, initially proposed by Proposer in its Proposal and thereafter accepted by District as part of terms of the Contract, for review of the Construction Documents by DSA.

1.1.8 Agreement means and includes collectively all Project Documents.

1.1.9 Agreement to Prepare and Submit Proposal means the agreement between the District and Proposer for preparation and submission by Proposer of its Proposal.

1.1.10 Allowable Costs means the costs listed in Paragraph 7.7.3, below, that are to be used in calculating Contract Adjustments.

1.1.11 Allowable Markups means the percentage markups specified in Paragraph 7.7.5, below, that are to be used in calculating Contract Adjustments.
1.1.12 Allowance means an estimated amount identified by the District in the RFP Documents that Proposer is required to include in its Base Price as an assumed budget for a design element of the Project that has not yet been sufficiently developed by District to permit it to be definitively estimated by the Contractor. No portion of the Work shall constitute an Allowance unless expressly identified as an "Allowance" in the Section 4.4 of the Contract.

1.1.13 Alternate means a proposed alternative for adding or deleting a particular material, system, product, method or construction, which may consist of either: (1) a Required Alternate; or (2) a Voluntary Alternate.

1.1.14 Appeal Committee means the committee appointed by the Board of Trustees to hear protests filed relative to the processes, or the District’s implementation of the processes, set forth in the Request for Pre-Qualification or Request for Proposals.

1.1.15 Applicable Laws means all statutes, ordinances, rules, regulations, policies and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts of the State of California, which are in effect at the time the Work is performed.

1.1.16 Applicant means a Contractor that has submitted a Proposal Submittal in response to the Request for Proposal issued by the District.

1.1.17 Application for Payment means Contractors itemized application for Progress Payment or Final Payment prepared, submitted and substantiated for review and approval by District in accordance with the requirements of the Contract Documents.

1.1.18 Approval means written authorization by District.

1.1.19 Approved Deviation means a deviation from the requirements of the Project Criteria, RFP Documents, Contract or General Conditions that is either: (1) set forth in an RFP Addendum or (2) contained in Construction Documents prepared by Contractor and approved by or on behalf of District in the manner provided for in Paragraph 3.2.5, below.

1.1.20 Architect of Record/Designer/Engineer means the licensed firm or individual that a Contractor proposes in its Proposal will assume responsibility for preparing the Construction Documents and whose professional certification stamp will appear on the Construction Documents prepared by the Contractor if the contractor receives Award of the Contract.

1.1.21 Architect of Record/Designer/Engineer’s Firm means, in the case of an Architect of Record/Designer/Engineer who is an employee of a sole proprietorship, corporation, partnership or other association, the sole proprietorship, corporation, partnership or other association that employs the Architect of Record/Designer/Engineer.
1.1.22 Associates means all of the following with respect to any person, entity, or association of persons or entities about whom information is requested in the Pre-Qualification Documents: (1) the current license qualifier (such as, without limitation, the responsible managing employee or responsible managing officer) for each current and active contracting license issued by the State of California Contractors State License Board that is held by such person, entity or association; (2) in the case of an entity that is a corporation, all current officers of the corporation; (3) in the case of an association that is a partnership, all current partners of the partnership; (4) in the case of an association that is a joint venture, all current joint venturers of the joint venture; or (5) in the case of an association that is not a partnership or joint venture, all members of such association.

1.1.23 Award means the action of the Board of Trustees duly approving the District’s entering into the Contract.

1.1.24 Base Price means the price, expressed as a firm and fixed lump sum dollar amount, stated in a Proposal as the Proposer’s total price to perform the Work, exclusive of adjustments for Required Alternates.

1.1.25 BIM Standards means the standards developed by the District setting forth the basic requirements for production and use of electronic files of documents depicting design information.

1.1.26 Board of Trustees means the governing board of the South Orange County Community College District.

1.1.27 Certification for Payment means the statement from the District certifying the Good Faith Determination made by District of the amount of money due to the Contractor upon an Application for Payment.

1.1.28 Chancellor means the Chancellor of the South Orange County Community College District or his/her designee.

1.1.29 Change means a modification, change, addition, substitution or deletion in the Work or in Contractor’s means, methods, manner, time or sequence of performing the Work, arising from any cause or circumstances, including, without limitation, either directly at the request of District or constructively by reason of other circumstances. Use of the term “Change,” in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to a Contract Adjustment on any basis other than for Compensable Change, Deleted Work or Compensable Delay.

1.1.30 Change Order means a written instrument, signed in accordance with the requirements of the General Conditions, setting forth the agreement of District and Contractor on the terms of a Contract Adjustment.

1.1.31 Change Order Request means Contractor’s written request pursuant to Paragraph 7.6.2, below, for a Contract Adjustment.

1.1.32 Claim means a written demand or assertion by the District or Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims...
1.1.33 Claims Dispute Resolution Process means the process of resolution of Claims set forth in Section 4.5, below.

1.1.34 Close-Out Documents means all Record Documents, warranties, guarantees, technical information, operations manuals, replacement parts, excess and attic stock and other documents (including, without limitation, electronic versions and hard copies) and things required to be submitted by Contractor under the Contract Documents as a condition of Final Completion or Final Payment.

1.1.35 College means Saddleback College, acting by and through the College President.

1.1.36 College President means the person duly appointed by the Board of Trustees as President for the College or his/her designee.

1.1.37 Compensable Change means circumstances involving the performance of Extra Work: (1) that are the result of (a) Differing Site Conditions, (b) amendments or additions to Applicable Laws which are enacted after the later of either (i) the date of submission by Contractor of its Proposal, (c) a Change requested in a writing signed in the manner required by Article 7, below, for authorization of Compensable Changes, or (d) other circumstances involving a Change in the Work for which the Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment of the Contract Sum; (2) that are not caused, in whole or in part, by (a) an act or omission of the Contractor or a Subcontractor or Subconsultant, of any Tier, constituting negligence, willful misconduct or a violation of an Applicable Law, (b) a failure by Contractor to comply with the Contract Documents, or (c) a Design Deficiency; (3) for which a Contract Adjustment is not prohibited by nor waived under the terms of the Contract Documents; and (4) that if performed would require the Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such circumstances.

1.1.38 Compensable Delay means a Delay to the critical path of activities affecting Contractor's ability to achieve Substantial Completion of the entirety of the Work within the Contract Time: (1) that is the result of (a) a Compensable Change, (b) the active negligence of the District, College, a District Consultant or a Separate Contractor, (c) a breach by District of an obligation under the Contract Documents, or (d) other circumstances involving Delay for which the Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment to the Contract Sum; (2) that is not caused, in whole or in part, by (a) an act or omission of the Contractor or a Subcontractor or Subconsultant, of any Tier, constituting negligence, willful misconduct, or a violation of an Applicable Law, (b) a failure by Contractor to comply with the Contract Documents, or (c) a Design Deficiency; and (3) for which a Contract Adjustment to the Contract Time is neither prohibited nor waived under the terms of the Contract Documents.

for personal injury or death; (2) claims by the District for Defective Work first discovered by District after Final Payment by the District to the Contractor; (3) stop notice claims by Subcontractors or Subconsultants; or (4) the right of the District to specific performance or injunctive relief to compel performance or enjoin an action.
1.1.39 Construction Documents means all versions (in-progress and completed) of the Drawings and Specifications described in the Design Document Submission Standards as comprising the “Construction Documents” for the Project, including, without limitation, the Final Construction Documents.

1.1.40 Contract Adjustment means an adjustment, additive or deductive, to the Contract Sum, Contract Time or both that is authorized in accordance with the requirements of the General Conditions.

1.1.41 Contract Documents means the following collection of documents governing the Contractor’s performance of the Work:

1.1.41.1 Project Criteria;
1.1.41.2 Approved Deviations;
1.1.41.3 RFP and RFQ Documents;
1.1.41.4 the Qualifications and Proposal with the exception of Approved Deviations, the Contract Documents shall not include any portion of a Proposal that deviates from the Project Criteria;
1.1.41.5 the Contract;
1.1.41.6 other terms, conditions and requirements applicable to the performance of the Contract and Work (including the General Conditions, any Supplementary and Special Conditions);
1.1.41.7 Addenda and other documents listed in the Contract;
1.1.41.8 Final Construction Documents prepared by Contractor in accordance with the requirements and standards of the Contract Documents and approved by District; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Final Construction Documents that deviates from the Project Criteria;
1.1.41.9 a Change Order issued in the manner required by the General Conditions;
1.1.41.10 a Unilateral Change Order signed in the manner required by the General Conditions;
1.1.41.11 a Field Order issued in the manner required by the General Conditions;
1.1.41.12 a written order for a Minor Change in the Work signed in the manner required by the General Conditions;
1.1.41.13 Reference Documents;
1.1.41.14 Labor Compliance Program; and;
1.1.41.15 Those documents, or portions or provisions of documents that, although not listed in Subparagraphs .1 through .16, above, are expressly cross-referenced therein or attached thereto.

1.1.42 Contract Sum means the total amount of compensation stated in the Contract that is payable to Contractor for the performance of the Work in accordance with the Contract Documents, as derived by taking the overall price stated by Contractor in its Proposal, or if a Best and Final Offer is submitted, as stated by Contractor in its last submitted Best and Final Offer, as adjusted for (1) Contract Adjustments

1.1.43 Contract Time means the total number of Days set forth in the RFP Documents and Contract within which Contractor must achieve: (1) completion of the Final Construction Documents, (2) Substantial Completion of the Work and/or (3) Final Completion of the Work, as extended or shortened by Contract Adjustments.

1.1.44 Date of Commencement of Construction means the starting date set forth in the Notice to Proceed with Construction, which shall be no earlier than the first working day following issuance of the Notice to Proceed with Construction, from which is measured the Contract Time for Substantial Completion of the Work. If no Notice to Proceed with Construction is issued, then the Date of Commencement of Construction shall be the date that the Contractor actually commences Work at the Site in accordance with Paragraph 8.1.1, below.

1.1.45 Date of Commencement of Design means the starting date set forth in the Notice to Proceed with Design, which shall be no earlier than the first working day following issuance of the Notice to Proceed with Design, from which is measured the Contract Time for completion of the Final Construction Documents. If no Notice to Proceed with Design is issued, then the Date of Commencement of Design shall be the date that the Contractor actually commences performance of the design portion of the Work following issuance by District of the Notice of Intent to Award.

1.1.46 Day, whether capitalized or not, and unless otherwise specifically described as a work day or business day, means calendar day, including weekends and legal holidays.

1.1.47 Defective Work means Work by Contractor or its Subcontractors or Subconsultants that contains, includes or constitutes: (1) a Design Deficiency; or (2) materials, equipment, labor, workmanship, construction services or other construction performed or provided by the Contractor or a Subcontractor or Subconsultant that is (a) faulty, omitted, incomplete, or deficient or (b) does not conform to Applicable Laws, the Contract Documents, or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.48 Delay, whether capitalized or not, means any circumstances involving delay, disruption, hindrance or interference.

1.1.49 Deleted Work means Work that is eliminated or its scope or cost reduced pursuant to a Change Order or Unilateral Change Order.
1.1.50 Department of Industrial Relations means the Department of Industrial Relations of the State of California.

1.1.51 Contract means the written contract executed between the District and the Contractor for the performance of the Work.

1.1.52 Contractor means the person or entity under contract with the District pursuant to the Contract as the term Contractor is defined by California Education Code §81701, et seq.

1.1.53 Contractor Member means any and all of the individuals, corporations, partnerships, joint ventures or other associations of persons or entities that holds an ownership interest in, or that shares in the profits and losses of, a Contractor. If a Contractor Member is itself a partnership, joint venture or other association of persons or entities, then the term Contractor Member also means and includes any and all of the individuals, corporations, partnerships, joint ventures or other associations of persons or entities that holds an ownership interest in, or that shares in the profits and losses of, such Contractor Member.

1.1.54 Schedule means the detailed, critical path schedule prepared by the Contractor in accordance with the requirements of the Contract Documents showing the Contractor’s plan for performance of the Work within the Contract Time.

1.1.55 Team means the team assembled and proposed by a Contractor to design and build the Project, consisting of the Contractor and its proposed Architect of Record, Principal Engineers, Electrical Subcontractor, Mechanical Subcontractor and Other Subcontractors.

1.1.56 Contractor Amount means the component amount calculated on behalf of Contractor pursuant to Paragraph 14.1.5, below, that is used to determine the net amount payable to Contractor or District in the event of a partial or full termination or discontinuance of the Work.

1.1.57 Proposal (or, Proposal) means the combined price and technical proposal (including, without limitation, any other documents required by the RFP Documents to be submitted with the Proposal) initially submitted by the Proposer in response to the Request for Proposals.

1.1.58 Contractor’s Own Expense, when used in the Contract Documents with regard to a stated circumstance, means that the Contractor agrees to pay for any Loss associated with such circumstance without reimbursement by the District and without adjustment to the Contract Sum or Contract Time. References to Contractor’s Own Expense in relation to a set of circumstances stated in one portion of the Contract Documents shall not be interpreted as implying that such circumstances are the sole or exclusive circumstances under which the Contractor is responsible to bear, at its own expense, a particular risk or cost without compensation or reimbursement by the District.

1.1.59 Design Consultant means a District Consultant, if any, retained to oversee the Contractor’s performance of the design portion of the Work.
1.1.60 Design Deficiency means information contained in the Construction Documents, an Approved Deviation or a Submittal that:

1.1.60.1 constitutes a design, engineering or other technical error,

1.1.60.2 violates an Applicable Law,

1.1.60.3 violates an Applicable Law enacted after the time such information was first prepared and that Contractor fails promptly after such enactment to correct to conform to such Applicable Law,

1.1.60.4 conflicts or lacks coordination with information contained in another part of the Contract Documents, or

1.1.60.5 at the time such information was prepared conflicted or lacked coordination with other information relating to the Project, Work, Site or Existing Improvements that was either known to Contractor or that Contractor should have known in the performance of an obligation assumed by Contractor under the RFP Documents, Contract or General Conditions; or

1.1.60.6 an omission in the Construction Documents, an Approved Deviation or a Submittal that, in some material respect, renders one or more of the details, elements or parts of the Construction Documents, the Approved Deviation or the Submittal materially misleading or materially incomplete; or

1.1.60.7 information or an omission, not within the definitions of Design Deficiency set forth in Subparagraphs 1.1.63.1 or 1.1.63.2, above, in an Approved Deviation that when incorporated into the construction of the Work renders some other portion of the Work unsuitable to satisfy a portion or all of the requirements of the Project Criteria, other Approved Deviations or the Design Intent, unless Contractor has fully informed District in writing at the time Contractor requested approval of such information or omission as an Approved Deviation that such approval may result in rendering some other portion of the Work unsuitable to satisfy a portion or all of the requirements of the Project Criteria, other Approved Deviations or the Design Intent.

1.1.61 Design Document Submission Standards means the standards set forth in the RFP Documents governing submission by Contractor of Construction Documents to the District and District Project Manager for their review and approval.

1.1.62 Design Documents means all originals, copies and drafts of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, models and other writings or materials containing designs, specifications or engineering information prepared by Contractor or its Subconsultants or Subcontractors including, without limitation, computer aided design materials, electronic data files, and paper copies.
1.1.63 Design Fee means the agreed, fixed fee that forms the basis for calculation of the compensation payable to Contractor pursuant to Article 14, below, in the event of a termination of the Contract prior to start of physical construction at the Site.

1.1.64 Design Intent means the design intent of the Project as expressed in the Project Criteria and as further delineated in Paragraph 1.3.1, below.

1.1.65 Designation of Subcontractors means the list of proposed Subcontractors prepared by the Contractor pursuant to the RFP Documents, California Education Code §81704 (c), and California Public Contract Code §§4100 et seq.

1.1.66 Differing Site Condition means those unforeseen conditions described in Paragraph 4.4.9, below, that constitute a ground for Contract Adjustment.

1.1.67 Disability Laws means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government Authority, which regulate, relate to, or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans With Disabilities Act (42 U.S.C. §§ 12101, et seq.) and the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3604 et seq.).

1.1.68 Discovery Date generally used in reference to Contractor’s obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates that Contractor or any Subcontractor or Subconsultant either: (1) discovered such facts, conditions or circumstances; or (2) should have discovered such facts, conditions or circumstances in the exercise of the level of care required by the terms of the Standard of Performance.

1.1.69 Discussions means confidential, face-to-face exchanges between the District’s RFP Selection Committee and a Proposer for the purpose of: (1) validating the Contractor’s direction and philosophy; (2) clarifying Proposals to assure a full understanding of, and responsiveness to, the requirements of the RFP Documents and (3) discussing any perceived weakness or deficiencies in a Proposal. Discussions include both Pre-Scoring Discussions and Post-Scoring Discussions.

1.1.70 District means the Governing Board of the South Orange County Community College District, for a community college district organized under the laws of the State of California, acting through its Chancellor, Vice Chancellor or their designees designated by him/her to act on his/her behalf.

1.1.71 District Amount means the component amount calculated on behalf of District pursuant to Paragraph 14.1.5, below, that is used to determine the net amount payable to Contractor or District in the event of a partial or full termination or discontinuance of the Work.

1.1.72 District Consultant means a consultant engaged by the District to provide professional advice with respect to the design, construction or management of the Project.
1.1.73 District Furnished Materials means materials, equipment, goods, products or other items that are furnished by District to Contractor for incorporation into the Work by Contractor or a Subcontractor.

1.1.74 District Project Manager means the District Project Team member primarily responsible for management, oversight and supervision of the implementation of the Project.

1.1.75 District Review Date means an end date(s) set forth in the Schedule or Submittal Schedule for the District or a District Consultant to provide information, review documents or render decisions.

1.1.76 District Review Period means a period of time set forth in the Schedule or Submittal Schedule within which the Contractor has scheduled the District or a District Consultant to provide information, review documents or render decisions.

1.1.77 District Website means the website maintained by the District at socccd.edu.

1.1.78 Drawings means the graphic and pictorial portions of the Project Criteria or Construction Documents showing the design, location and dimensions of the Work, including plans, elevations, details, schedules and diagrams. The term "Drawings" is used interchangeably with "Plans."

1.1.79 DSA means the Division of the State Architect in the Department of General Services for the State of California.

1.1.80 DSA Review Time means the actual period of time of review by DSA of the Construction Documents, commencing from the date that the first full or incremental of Construction Documents, is first submitted by Contractor to DSA for review and ending on the date that DSA issues its final approval thereof.

1.1.81 Electrical Subcontractor means the specialty contractor, holding a Class C10 (electrical) contractor’s license issued by the State of California Contractors State License Board that is current, active and in good standing at the time of the Contractor Proposal submittal and for the duration of the Work, who an Applicant or Proposer proposes to assume responsibility for the construction of the electrical trade portion of the Work.

1.1.82 Environmental Laws means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C. §§ 6901 et

1.1.83 Escrow Agent means the entity serving as escrow agent pursuant to California Public Contract Code § 22300 in connection with the deposit of securities or retention.

1.1.84 Event of Contractor Default means an events constituting default by Contractor as set forth in Paragraph 14.1.1, below.

1.1.85 Excusable Delay means a Delay, other than a Compensable Delay, to Contractor’s ability to achieve Substantial Completion or Final Completion of the Work within the Contract Time that is: (1) not caused, in whole or in part, by a Design Deficiency, an act or omission of Contractor, a Subcontractor or a Subconsultant, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor to comply with the Contract Documents; (2) unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractors and Subconsultants, of every Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or a Subcontractor or Subconsultant, of any Tier, nor any failure by a Subcontractor or Subconsultant, of any Tier, to perform any obligation imposed by contract or Applicable Laws, shall constitute a ground for Excusable Delay.

1.1.86 Existing Improvements means all improvements that, as of the Final Proposal Submission Date are located above or below the surface of the ground at the Site, including but not limited to existing buildings, utilities, infrastructure improvements and other facilities.

1.1.87 Extra Work means labor, materials, equipment, services or other work, not reasonably inferable from the design and other information set forth in the Contract Documents, the performance of which requires the expenditure by the Contractor of additional and unforeseen Allowable Costs of performance. References to Extra Work shall not be interpreted to mean or imply that the Contractor is entitled to a Contract Adjustment unless such Extra Work constitutes a Compensable Change.
1.1.88 Facilities Master Plan means the master plan showing where the improvements for the Project are proposed to be located at the College and specifying, where appropriate, approximate square footages, building footprints and infrastructure.

1.1.89 Field Order means a written instrument signed in accordance with the requirements of Article 7 below, that: (1) directs the performance of a Minor Change; (2) directs performance of Work or a Change with respect to which there exists a dispute or question regarding a Contract Adjustment; or (3) establishes a mutually agreed basis for Contract Adjustment under circumstances where performance of the Compensable Change needs to proceed in advance of complete substantiation and evaluation of the impact thereof on the Contract Sum or Contract Time.

1.1.90 Final Completion, Finally Complete mean the point at which the following conditions have occurred with respect to the entire Work: (1) the Work is fully completed, including all minor corrective, or "punch list," items; (2) not used; (3) the Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other Work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with manufacturers’ recommendations and buff dried by machine to bring the surfaces to sheen; (4) all conditions for Substantial Completion of the Work have been, and continue to be, fully satisfied; (5) all conditions within the control or responsibility of Contractor or its Subcontractors or Subconsultants and pertaining to the Work that are required for the release of District’s obligations to Governmental Authorities (including, but not limited to, matters involving grading, flood control, public works, transportation and traffic) have been satisfied; and (6) Final Acceptance of the Work.

1.1.91 Final Completion Punch List means the list of items of Work to be completed or corrected by Contractor for Final Completion.

1.1.92 Final Construction Documents means the 100% completed and coordinated Construction Documents prepared by Contractor that are approved by the District, including any changes and corrections required by Governmental Authorities.

1.1.93 Final Payment means payment by the District to the Contractor of the entire unpaid balance of the Contract Sum following Final Completion.

1.1.94 Final Proposal Submission Date means the date that a Proposer submitted its Submittal.

1.1.95 Force Majeure Event means, and is restricted to, any the following if and to the extent not caused by a Design Deficiency, an act or omission of the Contractor or
a Subcontractor or Subconsultant, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor to comply with the Contract Documents: (1) Acts of God occurring at the Site; (3) terrorism or other acts of a public enemy; (4) actions or inactions of Governmental Authorities (other than action or inaction of DSA in connection with its review or approval or disapproval of the Construction Documents); (5) action or inaction of DSA in connection with its review or approval or disapproval of the Construction Documents that results in the DSA Review Time exceeding the Agreed DSA Review Time; (6) epidemics or quarantine restrictions; or (7) unusual shortages in materials that are supported by documented proof that (a) the Contractor made every effort to obtain such materials from all available sources located within a reasonable distance of the Site, (b) such shortage is due to the fact that such materials are not physically available or could have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated on the Final Proposal Submission Date.

1.1.96 Fragnet means a contemporaneous, fragmentary scheduling network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a Compensable Delay or Excusable Delay with logic ties to all affected existing activities noted on the Schedule, that isolates and quantifies a time impact of a specific issue, determines and demonstrates any such specific Delay in relation to past and/or other current Delays and provides a method for incorporating all Contract Adjustments to the Contract Time into an update of the approved Schedule.

1.1.97 General Conditions means the herein set forth general terms and conditions governing performance of the Work.

1.1.98 General Contractor means the general contractor who an Applicant or Proposer proposes to assume responsibility for the subcontracting, management, supervision and administration of the construction of the Project, holding (except as otherwise permitted by Pre-Qualification Documents or RFP Documents) a Class “B” (general contracting) contractor’s license issued by the State of California Contractors State License Board that is current, active and in good standing.

1.1.99 General Requirements means Division 1 of the Specifications of the Contract Documents setting forth detailed procedures and standards applicable to the Work.

1.1.100 Good Faith Determination means a determination made by the Executive Director of Facilities Planning, Purchasing and Material Management, which he/she believes in good faith to be a proper exercise of District’s rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so. Contractor shall comply with the terms of all Good Faith Determinations; but unless the Contract Documents otherwise expressly provide, a Good Faith Determination shall not be interpreted as precluding the Contractor from exercising its rights of recourse or recovery.
pursuant to the Claims Dispute Resolution Process as defined in Section 4.5, below.

1.1.101 Governmental Authority means the United States, the State of California, the County of Orange, the City in which the Project is located, any other local (other than county, regional, state or federal political subdivision, authority, agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality of any of them, which exercises jurisdiction over the Project, Work, Site, Contractor or District, including, without limitation, any Governmental Authorities (including, without limitation, DSA) having jurisdiction to review and approve or reject the Construction Documents, Contract Documents or the Work based on compliance or non-compliance with Applicable Laws.

1.1.102 Governmental Authority Review Period means a period of time set forth in the Schedule or Submittal Schedule for Governmental Authority review or approval of the Work.

1.1.103 Guarantee to Repair Period means the period of time set forth in Section 12.3 of the General Conditions for repair or replacement of Defective Work.

1.1.104 Hazardous Substance means either of the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.105 Holiday means those Days recognized by District as being legal holidays for its staff and employees, comprised of the following, each of which shall constitute a one Day holiday unless otherwise stated: Martin Luther King Day; Presidents’ Day; Cesar Chavez Day; Memorial Day; Fourth of July; Labor Day; Veteran’s Day; Thanksgiving (two Days); Christmas; and New Year’s (approximately two weeks surrounding dates: December 24 to January 1).

1.1.106 Illness and Injury Prevention Plan (or, IIPP) means the plan prepared by the Contractor setting forth the general safety policies and procedures governing the Contractor’s performance of the Work.

1.1.107 Indemnitees means those persons or entities listed in Subparagraph 3.18.1, below, as the “Indemnitees”.

1.1.108 Instructions to Applicants means that portion of the Request for Proposal Documents, so titled, issued to Applicants setting forth the requirements and
procedures for Entities seeking to participate in the Request for Proposals process for the Project.

1.1.109 Inspector of Record means a certified inspector approved by the Office of Regulations Services of the Division of State Architect for the Department of General Services of the State of California to inspect the Work pursuant to the Field Act (California Education Code, §§ 81130.3 et seq.) and applicable provisions of the California Code of Regulations with a class rating sufficient for the Work.

1.1.110 Instructions to Proposers means that portion of the RFP Documents, so titled, issued to Entities who submit Proposals, setting forth the requirements and procedures applicable to the Request for Proposals process and the Award of the Contract.

1.1.111 Integrated Project Delivery means the integration of people, systems, business structures, and practices into a process that collaboratively harnesses the talents and insights of all participants through all phases of design, fabrication and construction.

1.1.112 Intellectual Property Rights means all intellectual property rights including without limitation patent, trademark, trade dress, copyright, industrial design rights, priority rights, and trade secrets.

1.1.113 Key Personnel, Key Persons mean those individuals employed by the Contractor for performance of the Work that are considered of essence to the consideration for and performance of the Contract.

1.1.114 Labor Compliance Program means the Labor Compliance Program, if any, that is identified in Contract as being applicable to the Project pursuant to California Labor Code § 1771.7.

1.1.115 Loss, Losses mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, damages, cost escalations, actions, judgments, settlements, expenses, fines and penalties. "Losses" do not include attorney's fees, expert or related expenses or court costs, whether arising as an expense or cost of legal proceedings to which Contractor is a party or as a consequential damage claimed against Contractor by any third person or entity.

1.1.116 Master Files Archives System means the master filing system prepared by District whereby all documents (electronic and hard copy) are stored for ready access by authorized intranet login Project Team members or auditors of the District.

1.1.117 Mechanical Subcontractor means the specialty contractor, holding a Class C20 (mechanical) contractor’s license by the State of California Contractors State License Board that is current, active and in good standing at the time of the Contractor Proposal submittal and for the duration of the Work, issued, who an Applicant or Proposer proposes to assume responsibility for the construction of the mechanical trade portion of the Work.
1.1.118 Minor Change means a Change in the Work that does not involve either performance of Extra Work or a Contract Adjustment.

1.1.119 Mold means mold, mildew, spores or other microorganisms of any type, nature or description, or any by-product thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdoms of fungi or mycota, including yeasts, smuts, ruts, mildews, mold and mushrooms, or any microbial contamination, either airborne or surface, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergillus, cladosporium, penicillium and stachybotrys chartarum.

1.1.120 Negotiations means as referenced in Education Code section 81703(a)(2)(c)(iv).

1.1.121 Non-Collusion Affidavit means the form, so titled, required to be submitted by a Proposer under California Public Contract Code § 7106 and the requirements of the Request for Proposals.

1.1.122 Notice of Change means a formal written notice required to be submitted by Contractor pursuant to Paragraph 7.6.1, below, notifying District of circumstances that Contractor believes may give rise to a Contract Adjustment based on Compensable Change or Deleted Work.

1.1.123 Notice of Completion means a “notice of completion” as defined in California Civil Code §3093 means the written notice by District and approved by the Board of Trustees confirming the date that the Work is Finally Completed by Contractor.

1.1.124 Notice of Delay means a formal written notice required to be prepared and submitted by Contractor pursuant to Paragraph 8.2.2, below, notifying District of circumstances that Contractor believes may give rise to a Contract Adjustment to the Contract Time for Excusable Delay or Compensable Delay or a Contract Adjustment to the Contract Sum for Compensable Delay.

1.1.125 Notice of Intent to Award means the written notice by or on behalf of the District stating the District’s intent to Award the Contract to the Contractor.

1.1.126 Not Used.

1.1.127 Notice to Proceed with Construction means the written notice issued by the District to the Contractor to begin physical construction of the Work at the Site. Permission granted by the District to conduct on-Site testing or investigation of the Site or other preliminary work in preparation for commencement of the Work shall not be interpreted as constituting a Notice to Proceed with Construction.

1.1.128 Notice to Proceed with Design means the written notice issued by the District to the Contractor to begin the design portion of the Work.

1.1.129 Performance Bond, Payment Bond means the surety bonds required to be provided by the Contractor pursuant to Section 11.11, below.

1.1.130 Plans means the graphic and pictorial portions of the Project Criteria or Construction Documents showing the design, location and dimensions of the
Work, including plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings."

1.1.131 Post-Award Submittals means the collection of documents described in the RFP Documents that is required to be submitted by the Proposer identified in the Notice of Intent to Award as the Proposer selected by District for the Award of the Contract.

1.1.132 Post-Scoring Discussions means Discussions held after the scoring by District of Proposals.

1.1.133 Pre-Scoring Discussions means Discussions held before the scoring by District of Proposals.

1.1.134 Pre-Qualification Questionnaire means the completed questionnaire submitted by an Applicant in response to the Request for Qualifications issued by the District.

1.1.135 Pre-Qualified Contractor (or, Pre-Qualified Proposer) means a Contractor that is pre-qualified by District, based on its Pre-Qualification Submittal.

1.1.136 Pre-Submittal Conference means the mandatory conference held by the District as part of the Request for Proposals process for the purpose of acquainting the Entities with the Project and the Request for Proposals process.

1.1.137 Preliminary Design Documents means the preliminary design documents, if any, furnished by the District to the Proposers setting forth those elements of the Project Criteria pertinent to the design and construction of the Work.

1.1.138 Principal Engineer means a licensed engineering or design professional who Applicant proposes to provide the professional services for a Principal Engineer Discipline.

1.1.139 Principal Engineer Discipline means Engineering firm or firms responsible to stamp the Proposal and Construction Documents.

1.1.140 Principal Engineer’s Firm means, where a Principal Engineer is not an individual doing business as a sole proprietorship, the firm (whether a sole proprietorship, corporation, partnership or other association) that employs the Principal Engineer.

1.1.141 Product Data means illustrations, standard schedules, charts, instructional brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for the Work.

1.1.142 Program Manager means the Project Team member primarily responsible for management, oversight and supervision of the implementation of the Project.

1.1.143 Progress Payment means a payment of a portion of the Contract Sum that is based on the progress of the Work, less such amount as is authorized to be withheld therefrom as retention pending Final Completion.

1.1.144 Project means the work of improvements designed and constructed for the District at the campus of the College commonly referred to as the, Saddleback
College Central Plant, Phase 2 Upgrade Services Project of which the Work may the whole or a part.

1.1.145 Project Budget means the maximum amount of money that may be proposed in a Proposal as its Base Price for the full performance of the Work.

1.1.146 Project Criteria means the District’s requirements, specifications, criteria and objectives for the Project as set forth in the RFP Documents (including, without limitation, the Preliminary Design Documents) as modified by (1) changes to the Project Criteria set forth in an RFP Addendum issued by District and (2) Approved Deviations.

1.1.147 Project Components means each of the phases or components comprising the Project as set forth in the Instructions to Proposers.

1.1.148 Project Documents means all writings (as defined by Evidence Code section 250) in the possession, custody or control of Contractor or Design Build Team at the Site or elsewhere that relate in any way to the Project or Work including but not limited to all Prequalification forms, Non-collusion Affidavit, Worker’s Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug Free Workplace Certification, Change Order Forms, Insurance Certificates and Endorsements, Guarantee form, Contractor’s Certificate Regarding Non-Asbestos Containing Materials, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, specifications and all modifications, addenda and amendments thereto. The Project Documents are complementary and what is called for by any one shall be as binding as if called for by all.

1.1.149 Project Reference means information provided by Applicant in response to a request for project references in the Pre-Qualification Questionnaire.

1.1.150 Project Reference Interview means a telephonic interview conducted by the District of a Project Reference provided by an Applicant in its responses to the Pre-Qualification Questionnaire.

1.1.151 Project Team means the College, District, District Project Manager, Design Consultant, District Consultants, Contractor, Subcontractors, Subconsultants, Separate Contractors, Inspectors of Record and other firms or individuals retained by the District, or retained by others with the District’s approval, participating in the planning, programming, design or construction of the Work.

1.1.152 Proposed Subcontractor means a person, entity or association of persons or entities that the Applicant proposes to be considered for pre-qualification as the Electrical Subcontractor, Mechanical Subcontractor or an Other Subcontractor.

1.1.153 Proposer means a Contractor that submits a Proposal to the District.

1.1.154 Proprietary Information means and is limited to (in lieu of any other definitions that may exist or apply under Applicable Laws) technical information in the form of design details, construction techniques, procedures, means and methods and other technical design and construction information that: (1) is patented, or (2) is (a) only known to those persons within the Proposer’s company in whom such
technical information is confided, and (b) has unique or special qualities (including, without limitation, a unique or special assembly) not generally known in the construction industry among competing contractors or Entities designing or constructing structures of the type proposed for the Project; provided, however, that the Proposer has clearly and completely marked and identified with the words “PROPRIETARY INFORMATION” wherever and everywhere it appears in the Proposer’s Proposal and Construction Documents. Building designs and similar aesthetic elements of a design that are displayed in the Proposer’s model shall not, under any circumstances, constitute Proprietary Information and may be disclosed and displayed by the District (including, without limitation, to the public) at any time, without prior notice to or consent of the Proposer.

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

1.1.156 Record Documents means the collection of documents assembled and prepared by Contractor (including, without limitation, the Record Drawings and Specifications, warranties, guaranties, maintenance and operations manuals and other documents both hard copy and electronic format) that are to be maintained by the Contractor on the Site and delivered to the District upon Final Completion of the work showing the condition of the Work as actually built. For purposes of these Contract Documents, the Record Drawings and Specifications must utilize Building Information Modeling (BIM) technology and are defined to include both hard copy and electronic format marked by Contractor to show the condition, location and placement of the Work as actually built, including, without limitation, the locations, lengths and dimensions of mechanical, electrical, plumbing, HVAC or similar portions of the Work that are depicted diagrammatically in the Contract Documents.

1.1.157 Not Used.

1.1.158 RFP Addendum means written information in the form of an Addendum provided as part of the RFP process which modifies or interprets the RFP Documents by additions, deletions, clarifications, or corrections.

1.1.159 RFP Documents means the following collection of documents: (1) the Instructions to Proposers (including, without limitation, all attachments thereto); and (2) RFP Addenda.

1.1.160 RFP Schedule means the schedule of events and deadlines set forth in the Instructions to Proposers, including any changes thereto made by District pursuant to RFP Addendum.

1.1.161 RFP Selection Committee means the jury of individuals appointed by the District to evaluate, score and rank the Proposals and to issue a recommendation to the District for issuance of a Notice of Intent to Award to the Proposer whose Proposal represents the “best value” to the District.

1.1.162 Reasonable Order of Magnitude Estimate means a general estimate prepared by Contractor, or by Contractor and the District Project Manager, without the benefit of complete or definitive pricing by Subcontractors and Subconsultants.
of the projected additional cost and time associated with a particular item or items of Extra Work or Deleted Work described in a Field Order. Unless otherwise agreed to in writing between District and Contractor, a Reasonable Order of Magnitude Estimate does not constitute either an authorization or agreement by District to any Contract Adjustment or a guarantee or promise by the Contractor of the maximum amount of any Contract Adjustment that may be associated with Extra Work or Deleted Work.

1.1.163 Not Used

1.1.164 Not Used

1.1.165 Reference Documents means reports, studies, surveys and other information provided by District for Contractor’s review and consideration in preparing its Proposal, including, without limitation, information describing the Site (including surface or subsurface conditions), Existing Improvements or Hazardous Substances at the Site.

1.1.166 Request for Clarification means a request for clarification of the RFP Documents.

1.1.167 Request for Extension means a formal written request submitted by Contractor pursuant to Paragraph 8.2.3, below, setting forth the justification and support for Contractor’s request for a Contract Adjustment to the Contract Time.

1.1.168 Request for Information means a written request by Contractor for clarification of what it perceives to be a discrepancy in the RFP Documents or Project Criteria (including, without limitation, information in the in the RFP Documents or Project Criteria constituting errors, omissions, conflicts, ambiguities, lack of coordination, noncompliance with Applicable Laws or a variance between the such information and conditions at the Site or in Existing Improvements).

1.1.169 Request for Proposals (or, RFP) means the document or collection of documents, so titled, issued by the District inviting and instructing Entities on the procedures and requirements applicable to the Request for Proposals process and the Award of the Contract.

1.1.170 Samples means physical examples including mock-ups that, when approved by District, illustrate materials, equipment or workmanship by which the Work is to be evaluated and judged.

1.1.171 Safety Orders means those orders issued by the Division of Industrial Safety and OSHA safety and health standards for construction.

1.1.172 Schedule of Values means a detailed, itemized breakdown of the Contract Sum, which provides for an allocation of the dollar values to each of the various parts of the Work.

1.1.173 Sensitive Receptors means those most susceptible to further respiratory distress such as 1) individuals: asthmatics, the elderly, very young children, people already weakened by other disease or illness and persons engaged in strenuous work or exercise and 2) uses: long term health care facilities, rehabilitation
centers, retirement homes, residences, playgrounds, childcare centers and athletic facilities.

1.1.174 Separate Contractor means a person or entity, other than the Contractor, under separate contract with the District to perform construction or supply materials or equipment to the Project.

1.1.175 Shop Drawings means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor to illustrate some portion of the Work.

1.1.176 Site means: (1) the parcel of land identified in the Contract on which the Project is to be constructed and such additional parcels as may be purchased by District for such construction; (2) all areas adjacent to such parcels that may be used by Contractor or the Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.

1.1.177 Specifications means the portion of the Construction Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

1.1.178 Standard of Performance means the general standard set forth in Section 2.2 of the Contract governing Contractor’s performance of its obligations under the RFP Documents, Contract and other Contract Documents.

1.1.179 Standards, Rules, and Regulations means recognized printed standards and shall be considered as one and a part of the specifications within limits specified.

1.1.180 State Water Resources Control Board means the State Water Resources Control Board of the State of California.

1.1.181 Statement of Dispute means a written description of a disputed Claim that is required to be submitted as part of the Claims Dispute Resolution Process.

1.1.182 Storm Water Permit means a State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity issued by the State Water Resources Board for the State of California.

1.1.183 Subconsultant means a person or entity, other than a Subcontractor, that has a contract to perform any design, engineering or other professional services comprising all or a portion of the Work, including, without limitation, consultants, sub-consultants, architects and engineers, of any and every Tier.

1.1.184 Subcontractor means a person or entity that has a contract to perform a portion of the Work, including without limitation, a contractor, subcontractor, sub-subcontractor, supplier and vendor, of any and every Tier.

1.1.185 Submittal means Shop Drawings, Schedules, Product Data, Samples, detailed designs, exemplars, fabrication and installation drawings, lists, graphs, operating
instructions and other documents required to be submitted by the Contractor under the Contract Documents for review by District or a District Consultant.

1.1.186 Submittal Schedule means the schedule prepared by the Contractor showing the timing for submission and review of Submittals during construction.

1.1.187 Substantial Completion as used in these Contract Documents is the same as that term is used in Public Contract Code 7107. It means the occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning by the public agency, or its agent, accompanied by cessation of labor on the work of improvement. The acceptance by the public agency, or its agent, of the work of improvement. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, due to factors beyond the control of the contractor. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.

1.1.188 Substantial Completion Punch List means the list of items of Work to be completed or corrected by Contractor for Substantial Completion.

1.1.189 Substitution means a material, product or item of material or equipment proposed by the Contractor after Award of the Contract in place of that called for by the Contract Documents.

1.1.190 Supplementary and Special Conditions means those portions of the Contract Documents that supplement, by addition, modification or deletion, a portion of the General Conditions.

1.1.191 Surety means the California admitted surety(ies), as that term is defined in Code of Civil Procedure Section 995.120, issuing the Performance Bond or Payments Bond. It shall be the sole duty of the Design Build Entity to ensure that all appropriate due diligence has been performed related to the capability of the SURETY to adequately issue all necessary bonds.

1.1.192 Sustainable Building Guidelines means the guidelines, titled “Sustainable Building-Principles, Standards and Processes”, for sustainable building principles, standards and processes related design procedures, criteria and standards developed by the District.

1.1.193 Tier means the contractual level of a Subcontractor or Subconsultant with respect to the Contractor. For example, a "first-tier" Subcontractor is under contract with the Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on. Use of the phrase “of every Tier”, or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrases are not used, are intended to be limited application to only the first Tier or to only certain Tiers of Subcontractors or Subconsultants.

1.1.194 Time Impact Analysis means a written report evaluating the impact of an Excusable or Compensable Delay, which shall include, at a minimum, the
following: (1) a narrative description of the Delay and its impact on the critical path to achievement of a Substantial Completion or Final Completion of the Work or a portion of the Work designated by District within the Contract Time; (2) a Fragnet; (3) the number of Days of extension sought by Contractor as a Contract Adjustment to the Contract Time; (4) a computation of the Days of Compensable Delay multiplied times the liquidated damages payable to Contractor pursuant to Section 3.5 of the Contract, if any, sought by Contractor; (5) a statement that Contractor has complied with the requirements of the General Conditions for written notice of Delays, along with the dates and copies of such notices; (6) the measures taken by Contractor and Subcontractors and Subconsultants to prevent or minimize the Delay; and (7) Contractor’s recommendations for reordering or re-sequencing the Work to avoid or minimize further Delay.

1.1.195 Unexcused Delay means any Delay that is not a Compensable Delay or Excusable Delay or that constitutes a Compensable Delay or Excusable Delay for which Contractor is not entitled to a Contract Adjustment to the Contract Time, including, without limitation, the following: (1) Delay caused by a Design Deficiency, an act or omission of Contractor or a Subcontractor or Subconsultant, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor to comply with the Contract Documents; (2) Delay for which Contractor has failed to provide a timely and complete Notice of Delay and Request for Extension; or (3) Delay associated with any circumstances where the costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor’s risk or at Contractor’s Own Expense.

1.1.196 Unilateral Change Order means documents signed by District in accordance with the General Conditions, in which District unilaterally sets forth its determination of the undisputed portion of an otherwise disputed Contract Adjustment.

1.1.197 Work means all professional services (including, without limitation, architectural, engineering and other professional services), labor, materials, equipment, services, permits, licenses and taxes and all other things necessary for the Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by District, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of the Project.

1.1.198 Worker’s Compensation Certificate means the statement, completed by the Proposer in the form specified in the Request for Proposals, evidencing the Proposer’s compliance with the worker’s compensation insurance requirements of the Request for Proposals and Applicable Laws.

1.2. Parties to the Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between: (1) the District Project Manager, on the one hand, and the Contractor or a Subcontractor or Subconsultant, of any Tier, on the other hand; (2) District Consultants, on the one hand, and the Contractor or a Subcontractor or Subconsultant, of any Tier, on the other hand; or (3) the District and a Subcontractor or Subconsultant, of any Tier.

1.3. Correlation, Interpretation and Intent of Contract Documents
1.3.1 Design Intent. The intent of the Project Criteria is for the Contractor to provide all items necessary to produce a work of improvement that is complete as a whole and that is, in all of its parts, suitable for use and occupancy for its intended purpose and for the specific purposes set forth in the Project Criteria, including and without limitation, all equipment, casework, mechanical, electrical and similar devices of whatever nature, completely installed, hooked-up and made fully operational and functional.

1.3.2 Technical Words. Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.3.3 Incidental Items. The naming of any material or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and labor therefore, in accordance with first-class practices of the trade involved, unless specifically noted otherwise.

1.3.4 Applicable Laws. Compliance with Applicable Laws shall be considered as a part of the Work.

1.3.5 Not Used.

1.3.6 Singular, Gender, Captions. When appropriate to the contexts, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

1.3.7 Cross-References. Any cross-references indicated between various paragraphs or other portions of the Specifications, Drawings or other Contract Documents are provided for the convenience of the Contractor and shall not be deemed to be all-inclusive.

1.3.8 Demolition. Existing Improvements at the Site, for which no specific description is made in the Project Criteria or Approved Deviations, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by the Contractor without Contract Adjustment.

1.3.9 Omissions. Items missing from the Contract Documents shall nevertheless be provided by the Contractor, without Contract Adjustment, to the extent reasonably inferable from the Contract Documents as being necessary to satisfy the Project Criteria, Approved Deviations and the Design Intent.

1.3.10 Conditions Precedent. Wording used in the Contract Documents indicating that a right of the Contractor or an obligation of District (either directly or through the District Project Manager) is subject to or conditioned upon the occurrence of a condition or event, whether or not such condition or event is within the control of Contractor, District or others and whether or not such condition or event is designated to be a condition precedent, shall be understood and interpreted to mean that the stated condition or event is a condition precedent to the existence, arising, performance and exercise of such right or obligation.
1.3.11 Design Deficiencies. Statements in the Contract Documents to the effect that Contractor shall comply with or conform to the requirements of the Contract Documents shall not be interpreted as relieving the Contractor from any responsibility to correct any Design Deficiency in the Construction Documents, Approved Deviations or other Contract Documents prepared by Contractor or its Subcontractors or Subconsultants.

1.3.12 Conflicts. All conflicts in the Contract Documents shall be reported to the District Project Manager in writing before proceeding with the Work affected thereby. Notwithstanding the order of precedence provisions set forth in this Paragraph 1.2.12, in the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on the Contractor or requiring the greater quantity or higher quality material or the workmanship shall prevail, unless otherwise directed by the District in writing. Conflicts that cannot be so resolved shall be interpreted in accordance with the following order of precedence (the first being the highest order of precedence):

1.3.12.1 Applicable Laws (provided, however, that where the Contract Documents or manufacturer’s recommendations or specification required standards higher than those of Applicable Laws, the Contract Documents or manufacturer recommendations or specifications shall control);

1.3.12.2 RFP Addenda;

1.3.12.3 Change Orders, Unilateral Change Orders and Field Orders;

1.3.12.4 Approved Deviations;

1.3.12.5 Project Criteria;

1.3.12.6 Other RFP Documents;

1.3.12.7 the Contractor’s Proposal other than an Approved Deviation, that deviates from the Project Criteria;

1.3.12.8 Contract;

1.3.12.9 General Conditions;

1.3.12.10 Supplementary and Special Conditions;

1.3.12.11 Final Construction Documents approved by District; and

1.3.12.12 Reference Documents.

1.3.12.13 Rehabilitation Work. If any existing conditions in Existing Improvements, such as deterioration or construction not complying with Applicable Laws, be discovered by Contractor or any Subcontractor or Subconsultant, with respect to which the Work covered by the Contract Documents does not provide for rectification of such conditions in a manner that complies with Title 24, California Code of Regulations, then a separate set of Drawings and Specifications, detailing and specifying the Work required to so rectify such conditions shall be prepared and submitted by Contractor to and approved by the Office of Regulations Services of the Division of the State Architect in the State.
1.4. Ownership and Use of Documents

1.4.1 Property of District. With the exception of matters or things that are subject to a patent or copyright issued by the United States Government, all Design Documents, Contract Documents and Project Documents that are prepared by Contractor or any Subcontractor or Subconsultant, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, and the Intellectual Property Rights thereto, shall be deemed the sole and exclusive property of District and ownership thereof is irrevocably vested in District, whether Work on the Project is commenced or completed.

1.4.2 Right to Revise. Contractor shall, without further consideration, obtain and if necessary transfer in writing any and all Intellectual Property Rights in the Design Documents, Contract Documents and Project Documents prepared by Contractor or any Subcontractor or Subconsultant for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, to District and cooperate with District in securing and registering such rights, such that, with the exception of matters or things that are subject to a patent or copyright issued by the United States Government, District shall own all Intellectual Property Rights and any other tangible and/or intangible property rights associated with such Design Documents, Contract Documents and Project Documents. Such transfer and assignment shall include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights. With respect to matters contained in the Design Documents, Contract Documents and Project Documents or things incorporated into the Work that are subject to a patent or copyright issued by the United States Government, the Contractor hereby grants to District a royalty-free, irrevocable, unconditional and perpetual license to use, modify and copy such matters or things for the purposes of the construction, use, maintenance or renovation of, or future additions to, the Project.

1.4.3 Contractor’s Warranty. Contractor represents and warrants that the Design Documents, Contract Documents and Project Documents prepared by Contractor or any Subcontractor or Subconsultant for use on the Project, and the use thereof in the ordinary course, are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.

1.4.4 Non-Exclusive License. Without derogation of the District’s rights under this Section 1.4, Contractor, Subconsultants and Subcontractors, of every Tier, are granted a limited, non-exclusive license, revocable at will of the District, to use and reproduce applicable portions of the Design Documents, Contract Documents and Project Documents as appropriate to and for use in the execution of the Work and for no other purpose.

1.4.5 Reproduction. Contractor shall do all reproduction and distribution of such reproducible prints of Design Documents, Contract Documents and Project Documents as are necessary for the complete pricing and performance of the Work, including, without limitation, all Changes. The costs of such reproduction shall be at Contractor’s Own Expense.

1.4.6 Delivery to District. All Design Documents and Contract Documents (including originals and copies) in the possession of the Contractor or the Subcontractors or Subconsultants...
shall be returned to the District upon the earlier of Final Completion or termination of the Contract; provided, however, that the Contractor shall have the right to retain one (1) copy of the Contract Documents and Submittals as a permanent record. Design Documents prepared by Contractor or its Subcontractors or Subconsultants shall be in electronic form shall be both fully indexed and editable. One set of small scale floor plans shall be delivered to the District upon DSA approval of the project.

1.4.7 Subcontractors, Subconsultants. Contractor shall take all necessary steps to ensure that a provision is included in all contracts with Subcontractors and Subconsultants, of every Tier, who perform Work on the Project protecting and preserving District’s rights as set forth in this Section 1.4.

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2 DISTRICT

2.1. Information Required of District

2.1.1. Legal Descriptions. District shall furnish, within a reasonable time after written request by Contractor, a legal description of the Site and information describing legal limitations affecting the Site that are recorded with applicable Governmental Authorities, such as, but not limited to, easements.

2.1.2. Permits. Except for permits and fees which are expressly stated to be the responsibility of the District under the Contract Documents, the Contractor shall secure and pay for all necessary approvals, easements, assessments and charges, whether related to the Work on the Site, off the Site or on public property, required for or in connection with the construction, use or occupancy of permanent structures or for permanent changes in Existing Improvements.

2.1.3. District Approvals. Information, approvals and decisions required of District or a District Consultant for which a District Review Period or District Review Date is included and accepted by District Project Manager in the Schedule shall be provided in accordance with the Schedule. If a District Review Period or District Review Date is not set forth in the Schedule, then such information, approvals and decisions shall be provided upon written request by Contractor without unreasonable Delay. Failure by District or a District Consultant to provide any information, approvals or decisions shall not be considered as a basis for Contract Adjustment to the Contract Time unless or until: (1) in the case of information, approval or decision for which there is a District-accepted District Review Period or District Review Date in the District-accepted Schedule, seven (7) Days after the District and the individual from whom such information, approval or decision is sought have received from Contractor a written notice containing all the following: (a) a detailed description of the information, approval or decision required; (b) a statement that the District Review Period or District Review Date has expired or passed; and (c) a statement, prominently displayed, that: “Pursuant to Paragraph 2.1.3 of the General Conditions, the failure to provide the requested information, approval or decision within 7 calendar days from this notice may result in a request for a contract adjustment.”; or (2) in the case of information, approval or decision for which there is no District Review Period or District Review Date set forth in the District-approved Schedule, thirty (30) Days after the District and the individual from whom such information, approval or decision is sought have received from Contractor a written notice that includes the statements set forth Clauses (1), (a) an (b) of this Paragraph 2.1.3 and that includes a statement, prominently displayed, that: “Pursuant to Paragraph 2.1.3 of the General Conditions, the failure to provide the requested information, approval or decision within 30 calendar days from this notice may result in a request for a contract adjustment.”.

2.1.4. Communications. The District shall forward all communications to the Contractor through the District’s Authorized Representative.

2.1.5. No Warranty. District does not expressly or impliedly warrant or represent the accuracy, completeness or suitability of the surveys, data, reports or other information provided by District or District Consultants. Notwithstanding the foregoing, Contractor shall be entitled, to the extent consistent with the Standard of Performance, to rely upon the accuracy and sufficiency of such information in performing its obligations. Contractor’s
sole right and remedy in the event that such District-furnished information is found to be inaccurate, incomplete or unsuitable shall Contractor's express right, if any, under the Contract Documents to receive a Contract Adjustment for Differing Site Conditions, Compensable Change or Compensable Delay. Under no circumstances shall the existence of any inaccuracy, incompleteness or unsuitability in such surveys, data, reports or other information provided by District constitute a breach of contract or breach of an express or implied warranty on the part of District.

2.2. **District’s Right to Stop Work.** If Contractor or any member of Design Build Team fails to correct Defective Work as required by Section 12.2 of these General Conditions, fails to perform the Work in accordance with the Contract Documents or violates any Applicable Law, District may immediately order Contractor to stop the Work, or any portion thereof, until the cause for such direction has been eliminated by Contractor. Contractor shall immediately comply with such notice at Contractor’s Own Expense. District shall have no duty or responsibility to Contractor or any other party to exercise its right to stop the Work.

2.3. **District’s Right to Carry Out Work.** If Contractor or any member of Design Build Team fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails to cure such failure in the manner required by Subparagraph 14.1.1.4, below, District may correct such failure. In such case, District shall be entitled to recover from Contractor or deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of District, District Consultants and others whose services are reasonably required and made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the amount of the shortfall to District.

2.4. **Accounting, Records and Audit**

2.4.1. **Accounting System.** Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to District and shall include preservation of records for a period of four (4) years after Final Completion of the Work, or for such longer period as may be required by Applicable Laws.

2.4.2. **Books and Records.** Contractor shall keep, and shall require provisions to be included in all contracts entered into by Subcontractors or Subconsultants, of every Tier, requiring the Subcontractors or Subconsultants, of every Tier, to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer readable data if it exists), that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, Work or Contract, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, change orders, change order requests, estimates, field orders, schedules, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda, accounting records, job cost reports, job cost files (including complete documentation of negotiated settlements), backcharges, general ledgers, documentation of cash and trade discounts earned, insurance rebates and dividends, and other documents relating in any way to any
claims, charges or time extensions asserted by Contractor or any of the Subcontractors or Subconsultants, of any Tier.

2.4.3. Inspection and Copying. Contractor shall allow, and shall require provisions to be included in all contracts entered into by Subcontractors or Subconsultants allowing, District and its authorized representative(s), auditors, attorneys and accountants, upon twenty-four (24) hours’ notice to Contractor, full access to inspect and copy all its aforestated books and records at a location within the Southern California area.

2.4.4. Confidential Information. Nothing stated in this Section 2.4 or elsewhere in the Contract Documents shall be interpreted as a waiver by Contractor or any Subcontractor or Subconsultant of any rights of privilege or confidentiality that are provided for by Applicable Law nor as authorizing the inspection of books and records that contain information concerning estimating means or methods that is not, in whole or part, relevant to a charge or demand being asserted by Contractor or a Subcontractor or Subconsultant for additional compensation or time associated with Extra Work, Deleted Work, Delay or a Claim.

2.4.5. Withholding of Payment. In addition to and without limitation upon District’s other rights and remedies for breach, including any rights of District to withhold payment that are set forth elsewhere in the Contract Documents, District shall have the right, exercised in its sole discretion, to withhold from any payment due to Contractor under an Application for Payment a sum of up to ten percent (10%) of the total amount set forth in such Application for Payment until Contractor and the Subcontractors and Subconsultants have complied with any outstanding and unsatisfied request by District under this Section 2.4. Upon compliance with this Section 2.4, any such monies withheld shall be released to Contractor.

2.4.6. Specific Performance. Contractor agrees that any failure to provide to District access to books and records as required by this Section 2.4 will result in irreparable harm and prejudice to District and shall, without the necessity of posting of any bond or undertaking, be specifically enforceable by means of a mandatory injunctive order (temporary, preliminary, provisional or otherwise) issued by a court of competent jurisdiction, which order the District and Contractor hereby consent to being issued based upon affidavits and without the necessity of oral testimony.

2.5. District Furnished Materials

2.5.1. Supply by District. In addition to and without limitation upon District’s other rights under Applicable Laws or the Contract Document to furnish materials or other items required for performance of the Work, District shall have the right to furnish directly for processing and incorporation by Contractor any of the materials, products or equipment specified in the Contract Documents to be provided by Contractor as part of the Work.

2.5.2. Deleted Work. If the District-Furnished Materials provided by District are part of the Work, then a Change Order shall be executed deleting such items from the Work along with a Contract Adjustment reducing the Contract Sum in the manner provided for in Article 7, below, applicable to Contract Adjustments for Deleted Work.

2.5.3. Delivery Deadlines. Without limitation to Contractor’s obligations under Article 8, below, upon receipt of written instruction by District of its intent to provide District-Furnished Materials pursuant to this Section 2.5, Contractor shall notify District promptly
in writing of any deadlines within which such District-Furnished Materials must be received at the Site in order to avoid Delay.

2.5.4. Delivery to Site. Contractor shall properly receive and unload the District-Furnished Materials upon and after delivery at the Site.

2.5.5. Care, Custody and Control. Contractor or any member of Design Build Team assumes full and unconditional responsibility for, care, custody and control of the District-Furnished Materials that are delivered at the Site, whether or not they have been accepted by District, and assumes sole responsibility for any subsequent loss, injury or damage thereto occurring prior to Final Completion.

2.5.6. Notice of Deficiencies. Contractor shall carefully inspect the District-Furnished Materials and immediately notify District Project Manager of any defect or deficiency in the District-Furnished Materials or any nonconformity in the District-Furnished Materials with the requirements of the Contract Documents or with the requirements of the other documentation provided to Contractor setting forth the conditions of District’s purchase. Contractor shall not accept any District-Furnished Materials with respect to which Contractor has provided such notice of defect, deficiency or non-conformity unless and until instructed to do so in writing by District Project Manager.

2.5.7. Processing and Incorporation. Contractor shall provide any and all processing, fabrication, cutting, shaping, fitting, assembly and installation of such District-Furnished Materials that are required in order to fully and properly place and incorporate the District-Furnished Materials as part of the Work in full compliance with the requirements of the Contract Documents and the manufacturer’s instructions and recommendations.

2.6. District Installed Items. Contractor shall notify District Project Manager, a reasonable time in advance, of the Contractor’s scheduled dates for installation of items that are specified in the Contract Documents to be placed on, attached to or incorporated into the Work by District or Separate Contractors. In the event that Contractor fails to do so or if due to Unexcused Delay the District is unable after such notice by Contractor to so place, affix or incorporate such items, then Contractor shall be responsible, in addition to any amounts due for liquidated damages, to reimburse District for costs of storage or rental of temporary replacement items until such time as the Work is in a condition suitable for such items to be placed, affixed or incorporated.

2.7. Additional Rights. The rights stated in Articles 1-8 are in addition to and not in limitation of any other rights of District granted elsewhere in the Contract Documents or under Applicable Laws.

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3 CONTRACTOR STATUS

3.1. Contractor Status

3.1.1. Independent Contractor. Contractor is, and shall at all times be deemed to be, an independent contractor and is wholly responsible for the manner in which it performs the obligations required of it by the terms of the Contract Documents.

3.1.2. Agents, Employees. Contractor wholly and without reservation assumes the responsibility for the acts of its agents and employees and the agents and employees of each Subcontractor and Subconsultant, of every Tier, as they relate to the Work. Contractor, its agents and employees, shall not be entitled to any rights or privileges of District’s employees and nothing contained in the Contract Documents and no course of conduct shall be construed as creating the relationship of employer and employee, or principal and agent, between District and any agent or employee of Contractor or any Subcontractor or Subconsultant. District shall have the right, but not the obligation, to monitor the employment and other activities of Contractor and the Subcontractors and Subconsultants to determine compliance with the terms of the Contract Documents.

3.1.3. Licenses. Contractor or any member of Design Build Team shall maintain, and shall require the Subcontractors and Subconsultants, of every Tier, to maintain, such contracting, professional and business licenses as may be required by Applicable Laws for the duration of time that Contractor is performing the Work, including the period of any warranty provided by Contractor under the Contract Documents covering all or any portion of the Work.

3.1.4. Subcontractors, Subconsultants.

3.1.4.1. Contractor agrees to bind every subcontractor by terms of the Contract Documents as far as such terms are applicable to the subcontractor’s work.

3.1.4.2. Contractor is responsible to District for acts and omissions of the Subcontractors and Subconsultants and their agents and employees and other persons performing portions of the Work under a contract with a Subcontractor or Subconsultant, of any Tier.

3.1.4.3. A copy of each subcontract giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with the District before the subcontractor begins work. Each subcontract shall contain a reference to the Agreement between the District and the Contractor and the terms of that Agreement and all parts of the Contract Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract will provide for termination in accordance with the Article 14 of these General Conditions. Each subcontract shall provide for its annulment by the Contractor and the Contractor shall annul such subcontract if the subcontractor fails to comply with requirements of the Contract Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the Contractor of any liability or obligation hereunder.

3.1.4.4. Contractor may not permit a subcontractor who is ineligible to be awarded a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
3.1.4.5. District’s consent to any subcontractor shall not in any way relieve Contractor of any obligation under the Contract Documents and no such consent shall be deemed to waive any provision of any Contract Document.

3.1.5. Activities of Others. Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of District, District, Program Manager, Inspectors of Record or District Consultants, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2. Design Responsibilities

3.2.1. Design Consultation. Contractor shall on an on-going basis throughout its performance of the Work provide District Project Manager with complete, continuous and current advice and recommendations on issues related to the status and progress of the design and non-design portions of the Work, including, without limitation, matters related to design feasibility, constructability, occupancy and maintenance, and shall keep the District Project Manager apprised at all times of the full range of alternatives that are available to District for reducing construction time, lowering costs, easing long-term maintenance, minimizing adverse effects of labor or material shortages, shortening time requirements for procurement, expediting installation and construction completion and other possible economies and efficiencies. It is understood that although this consultation is a collaborative effort, District is relying upon Contractor’s expertise and experience to proactively initiate inquiries, investigate and take other steps necessary to obtain all pertinent information concerning District’s special needs and requirements so as to enable Contractor to obtain a clear understanding of the goals of the Project in terms of design, cost, quality and schedule and to provide complete and current advice to District that will enable District to anticipate and make fully informed decisions concerning the Project. As part of this collaborative effort, Contractor shall throughout the duration of its performance of the Work attend regular meetings (as frequently as may be necessary to maintain progress of the Work or as otherwise reasonably required by District) for the purpose of reviewing the status of the Construction Documents and Work. Minutes of such meetings shall be maintained and distributed by the Contractor to all meeting participants.

3.2.2. Construction Documents. Using qualified, licensed design professionals, Contractor shall furnish all necessary and appropriate architectural, engineering and other professional services required for the preparation of the Construction Documents that incorporate designs and specifications that are complete, detailed and suitable to produce a completed construction that, without limitation to any other requirements of the Contract Documents: (1) conforms to the Project Criteria and any Approved Deviations; (2) is consistent with the Design Intent, and (3) gives due and appropriate consideration to the matters disclosed by the Reference Documents and any other information provided by District to Contractor.

3.2.3. Submissions to District. Contractor shall formally submit to District in accordance with the Schedule, for District Project Manager’s review and approval, in-progress Construction Documents reflecting Contractor’s progress in the performance of its design portion of the Work at the following points in time: (1) completion of schematic design documents; (2) completion of design development (3) 25% completion of Construction Documents; (4) 50% completion of Construction Documents; (5) 75% completion of
Construction Documents; (6) Division of the State Architect submittal and (6) completion of Final Construction Documents identifying responses to Division of the State Architect redline comments. Additional formal submissions reflecting the status of in-progress Construction Documents, if reasonably judged by District as necessary, shall be prepared and made without Contract Adjustment. All such formal submissions shall be in both hard copy and electronic format. Construction Documents submitted by the Contractor shall incorporate changes or corrections required by the District, District Project Manager or Governmental Authorities or be accompanied by a written statement as to why such changes were not incorporated. The District may, in its sole and absolute discretion, reject the Contractor's explanation and require the Contractor to make such changes or corrections to the Construction Documents. Contractor shall at all times remain solely responsible, notwithstanding District's or any District Consultant's review or approval of the Construction Documents, for the accuracy, completeness, sufficiency and suitability of the Construction Documents and for their compliance with Applicable Laws and the Contract Documents.

3.2.4. Professional Certifications. All submissions of Construction Documents and Submittals to District Project Manager shall include certification by the Architect of Record/Designer/Engineer, who shall be a properly licensed design professional, including such professional’s manual signature and seal. Any Construction Documents or Submittals related to the Work designed or certified by such professional, if prepared by others, shall nevertheless bear such professional’s manual signature when submitted to the District. The District and the District Consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals provided by such design professionals.

3.2.5. Approved Deviations

3.2.5.1. Notations by Contractor. Contractor shall separately identify in writing at the time of each of its formal submissions of Construction Documents required by Paragraph 3.2.3, above, any portions thereof that by reason of information contained or omitted constitute deviations from the requirements of the RFP Documents, Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations previously approved by District pursuant to this Paragraph 3.2.5. All such formal submittals of Construction Documents to District Project Manager, including electronic submittals, shall further include a certification by Contractor as follows: “With the exception of deviations expressly identified in this submission in the manner required by Paragraph 3.2.5 of the Contract, the submitted Construction Documents do not contain any deviations from the Design Build Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations previously identified by Contractor in writing and approved by the District”.

3.2.5.2. Approval by District. District shall have the right, but not the obligation, to approve or disapprove, in the exercise of its sole and absolute discretion, any portion of the Construction Documents that constitutes a deviation from the RFP Documents, Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations previously approved by District pursuant to this Paragraph 3.2.5. Such approval shall not be effective or binding upon District unless such deviation is approved in a Change Order or Unilateral Change Order that states in bold letters “Approved Deviation”.
3.2.5.3. No Implied Approval. Under no circumstances shall any general or specific approval by District of Construction Documents that contain a deviation from the RFP Documents, Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations previously approved by District pursuant to this Paragraph 3.2.5 be interpreted as implying approval by District of such deviation unless such deviation has been approved by District in the manner required by Subparagraph 3.2.5.2, above.

3.2.5.4. Design Liability. Contractor is solely responsible, notwithstanding the District’s approval of an Approved Deviation, for any Design Deficiencies in such Approved Deviation.

3.2.5.5. Corrections and Losses. All costs to make corrections in the Construction Documents due to information or an omission in the Construction Documents that constitutes a deviation from the RFP Documents, Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations previously approved by District pursuant to this Paragraph 3.2.5 that is not approved by District in the manner provided for by this Paragraph 3.2.5, as well as any resulting Loss to District from the inclusion of such deviation in the Construction Documents or as part of the Work constructed at the Site, shall be borne by Contractor at Contractor’s Own Expense.

3.2.6. Changes. Contractor shall have the right, with written approval of District not to be unreasonably withheld, without Contract Adjustment, to make Changes to the Construction Documents provided that such Changes do not result in deviations from the RFP Documents, Contract General Conditions, Project Criteria, Design Intent and Approved Deviations. Changes in the Construction Documents, and any related Work, that is performed without such approval shall, if requested by District, be corrected, removed or replaced by Contractor at Contractor’s Own Expense.

3.2.7. Resolution of Uncertainties. District and Contractor acknowledge that questions may arise concerning the level and scope of performance required under the RFP Documents, Contract, General Conditions, Project Criteria, Design Intent or Approved Deviations. District and Contractor will in good faith attempt to resolve such conflicts or uncertainties. In the event that they are unable, after good faith efforts, to resolve such conflicts or uncertainties, then, in recognition of their mutual desire that such questions not result in a compromise of the high standards they mutually intend be followed for design and construction of the Project, District and Contractor agree that any such unresolved conflicts or uncertainties shall be interpreted so as to require Contractor to perform the Work, without Contract Adjustment, in a manner that resolves the conflict or uncertainty in favor of the higher or better standard indicated by the Project Criteria, Design Intent or Approved Deviations.

3.2.8. Design Deficiencies. Design Deficiencies in the Construction Documents, whether or not the Construction Documents are approved by District, are the sole responsibility of the Contractor and shall be corrected by Contractor at the Contractor’s Own Expense.

3.2.9. Title 24 Compliance. Contractor and members of the Design Build Team, where applicable, shall perform the Work in accordance with the Contract Documents, including, without limitation, the Final Construction Documents approved by District and the Submittals approved by the District Project Manager and, if required by District and
the District’s Consultants. Contractor’s Architect of Record/Designer/Engineer shall be responsible to comply with the requirements of the California Code of Regulations, including, without limitation Title 24, California Code of Regulations, relating to assumption of responsibilities by the architect or registered engineer responsible for submitting plans and specifications for approval by DSA and for assuming responsibility as the architect in general responsible charge of the Work.

3.2.10. Sustainable Design. Contractor shall make recommendations to District for incorporating into the Final Construction Documents the design requirements for design and construction that will, to the best of Contractor’s efforts and within the constraints of the Contract Sum and Contract Time, incorporate the elements of sustainable design and construction that are recommended in the Sustainable Building Guidelines.

3.2.11. Utilities Relocation. Subject only to Contractor’s rights to Contract Adjustment for Differing Site Conditions, Contractor shall include in its performance of the Work and as part of the Contract Sum provision for all aspects of design, permitting, relocation and construction of existing and new utilities.

3.2.12. Contractor Review of Site

3.2.12.1. Contractor Review. Contractor warrants and represents that, in order to fully familiarize itself with all conditions, restrictions, obstructions, difficulties and other matters which might affect the Contractor’s ability to complete the Work within the limitations of the Contract Sum and Contract Time, it has prior to the Final Proposal Submission Date, carefully and thoroughly inspected:

3.2.12.1.1. the Site and its surroundings, Existing Improvements and their existing uses by District or the public, routes of ingress and egress, and local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment);

3.2.12.1.2. the status of any construction at the Site concurrently under construction; and

3.2.12.1.3. all information that either has been provided by District to Contractor (including, but not limited to, the RFP Documents and Reference Documents) or reasonably available for review from the public records of the City or County in which the Project is located, concerning visible and concealed conditions above and below the surface of the ground at the Site and in Existing Improvements (including, without limitation, surveys, reports, data, as-built drawings of Existing Improvements and utility sources, capacities and locations).

3.2.12.2. No Contract Adjustment. Contractor agrees that it shall not be entitled to, and hereby conclusively waives, any right to Contract Adjustment for Loss or Delay if and to the extent such Loss or Delay is due to any of the following:
3.2.12.2.1. a failure by Contractor to so fully familiarize itself, prior to the Establishment of a Guaranteed Maximum Price (GMP), with the conditions and information described in Clauses (1) through (3) of Subparagraph 3.2.12.1, above;

3.2.12.2.2. an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws that is contained in any of the information described in Clause (3) of Subparagraph 3.2.12.1, above, that was either:

3.2.12.2.2.1. discovered by Contractor and Contractor, notwithstanding such discovery, failed to report such error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws to District in writing prior to the Establishment of a GMP; or

3.2.12.2.2.2. although not actually discovered by Contractor was, prior to the Establishment of a GMP, reasonably discoverable by Contractor exercising the Standard of Performance specified in Section 2.2 of the form of Contract that was part of the RFP Documents.

3.2.12.3. Continuing Obligation. Contractor shall, in order to keep current its knowledge of all such conditions and information concerning the Site and Existing Improvements, throughout its performance of the Work and exercising the Standard of Performance, take steps to keep itself appraised of any additional information and changes in conditions at the Site and in Existing Improvements that affect the design or construction of the Project, promptly notify District if Changes to the Construction Documents are necessary to accommodate such new or additional information or conditions and take such matters into consideration in all aspects of Contractor’s performance of the Work.

3.2.13. Contractor Review of Documents.

3.2.13.1. Contractor Review. Contractor’s submission of its Proposal and its execution of the Contract each constitutes a separate and independent representation that it had the opportunity, prior to agreeing to the Contract Sum and Contract Time, to thoroughly and carefully review and evaluate to its satisfaction the RFP Documents, Project Criteria, Reference Documents and other documents and information provided by District to Contractor concerning the Project, Site or Existing Improvements.

3.2.13.2. No Contract Adjustment. Contractor agrees that it shall not be entitled to, and hereby conclusively waives, any right to Contract Adjustment due to additional or unforeseen Losses or Delays on the basis that the RFP Documents, Project Criteria, Reference Documents or other documents or information provided by District to Contractor concerning the Project, Site or Existing Improvements contained an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, if prior to the
Final Proposal Submission Date such error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws was either:

3.2.13.2.1. discovered by Contractor and Contractor, notwithstanding such discovery, failed to report such error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws to District in writing prior to the Final Proposal Submission Date; or

3.2.13.2.2. although not actually discovered by Contractor was prior to the Final Proposal Submission Date reasonably discoverable by Contractor exercising the Standard of Performance specified in Section 2.2 of the form of Contract that was part of the RFP Documents.

3.2.14. No Warranty by District. Contractor is solely responsible to satisfy itself as to the suitability, accuracy and completeness of any information provided by the District, such as but not limited to, information that is in the nature or form of design requirements, calculations, estimates, projections, budgets, studies, reports, surveys or other information describing the Project, Work, Site, Existing Improvements, Hazardous Substances or Mold (including, without limitation, opinions, data, recommendations and other information contained in the Reference Documents), and nothing stated in the RFP Documents or Contract Documents shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the District with respect to the accuracy, sufficiency or completeness of such information.

3.2.15. Requests for Information

3.2.15.1. Time for Submittal. Requests for Information shall be submitted to District Project Manager no later than three (3) Days after the date Contractor learns of the circumstances giving rise to the question contained in the Request for Information.

3.2.15.2. Content. Each Request for Information shall include the following:

3.2.15.2.1. a detailed description of the discrepancy or variance discovered;

3.2.15.2.2. Contractor’s request for clarification, including, without limitation, any request for further detailing or correction of the Contract Documents; and

3.2.15.2.3. a statement of whether Contractor believes it is entitled to a Contract Adjustment by reason of such discrepancy or variance.

3.2.15.3. Form. Contractor shall submit Requests for Information using form provided or approved by District Project Manager.

3.2.15.4. Unnecessary, Multiple Requests. Contractor shall carefully review, coordinate and consolidate (where appropriate to prevent piecemeal submission) Requests for Information (whether originating with Contractor or the Subcontractors or Subconsultants) prior to submitting them in order to eliminate unnecessary and duplicative of requests.
3.2.15.5. Responses. Responses to Requests for Information shall be furnished with reasonable promptness so as to not unreasonably delay progress of the Work; provided, however, that the timing of a response by the District or a District Consultant to a Request for Information shall not constitute grounds for a Contract Adjustment unless Contractor has complied with the requirements set forth in this Paragraph 3.2.15 and, if applicable, Paragraph 2.1.3, above.

3.2.15.6. Backcharges by District. District shall have the right to deduct from payments due to Contractor sums expended by District for the services of the District Project Manager, Design Consultant, Inspectors of Record and District Consultants due to a failure by Contractor to comply with this Paragraph 3.2.15.

3.2.15.7. Waiver by Contractor. Failure by Contractor to submit a Request for Information in accordance with this Paragraph 3.2.15 under circumstances in which a Request for Information was required by this Paragraph 3.2.15 shall result in Contractor waiving its right to a Contract Adjustment on account of any Loss or Delay that could have been avoided if such Request for Information had been timely submitted.

3.2.16. Correction of Work. Contractor shall, at Contractor’s Own Expense, correct or replace in accordance with the direction of Project Inspector any portion of the Work that is performed by Contractor or a Subcontractor or Subconsultant knowing that it involves, or that Contractor or Subcontractor or Subconsultant in the exercise of the Standard of Performance should have known involves, a portion of the Contract Documents that contains an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, without first notifying and obtaining the written approval of the District.

3.3. Supervision and Construction Procedures

3.3.1. General Obligation. Contractor shall provide competent, fully qualified personnel to supervise, administer, manage and direct the Work, competently and efficiently, at all times devoting their best skill and attention to perform the Work in accordance with the Contract Documents.

3.3.2. Supervisory Staff. Contractor, and members of the Design Build Team, where applicable, shall employ a competent project manager, superintendent, scheduler, forepersons and necessary assistants during performance of the Work. Contractor’s superintendent and forepersons shall be present at the Site at all times that the Work is in progress and at any time that any employee of Contractor or a Subcontractor or Subconsultant is present at the Site. Contractor’s project manager and superintendent shall, unless excused from attendance by the District, attend all job meetings. Contractor’s project manager and superintendent must be able to fluently read and write in English. Contractor’s superintendent shall not perform the Work of any trade, pick up materials, or perform any Work not directly related to the supervision of the Work and shall be available twenty-four (24) hours a Day, seven (7) Days a week, to respond to emergencies.

3.3.3. Supplementary Personnel. Without limitation upon any of the rights or remedies of the District under the Contract Documents or under Applicable Laws, in the event that Contractor fails to have personnel on Site to supervise the Work, the District shall have
the right, but not the obligation, upon twenty-four (24) hours’ telephonic or email notice by the District Project Manager to Contractor, to provide such supervision on a temporary basis and to deduct from the sums owing to Contractor the actual costs of such temporary supervision. Contractor shall, notwithstanding the District’s providing such temporary supervision, remain solely responsible for all actions and omissions of its personnel and of the Subcontractors and Subconsultants who are on the Site.

3.3.4. Means, Methods, Procedures. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

3.4. Labor, Materials and Equipment

3.4.1. Contract Sum. Contractor shall provide and pay for labor, materials, tools, equipment, machinery, water, heat, utilities, transportation, facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated into the Work.

3.4.2. Coordination. Contractor shall provide supervision sufficient to ensure proper coordination for the timely and efficient performance and completion of the Work.

3.4.3. Field Conditions. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions with the information in the Contract Documents and with other information obtained by or available to Contractor before commencing the Work or any activities on the Site.

3.4.4. Layout. Contractor is solely responsible for (1) the accurate layout of all portions of the Work, (2) the accuracy of the Project lines and levels, and (3) erection of the Work square, plumb, level, true to line and grade, in the exact plane, to the correct elevation and sloped to drain where needed.

3.4.5. Materials, Equipment Delivery, Storage, Inventory. Materials and equipment shall be: (1) furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work; and (2) if located on the Site shall be properly stored and protected as necessary, or as directed by District Project Manager, to prevent Loss from any cause, including, without limitation, theft. In the event that District Project Manager gives direction as to the location on the Site for storage or protection of materials or equipment, Contractor shall nonetheless remain solely responsible for its safe and secure storage and protection. No part of any such stored materials and equipment shall be removed from its place of storage except for immediate installation in the Work. Contractor shall keep an accurate inventory of all such stored materials and/or equipment in a manner satisfactory to District.

3.4.5.1. PURCHASES. Contractor shall place orders for materials and/or equipment as specified so that delivery of same may be made without Delay to the Work. Contractor shall, upon request from District Project Manager, furnish to District documentary evidence showing that orders have been placed. District reserves the right, in the event of Contractor’s failure, after three (3) Days written notice to Contractor, to comply with the requirements of this Subparagraph 3.4.5.2, to place orders for such materials or equipment as it may deem advisable in order that the Work may be completed within the Contract Time and to deduct the costs paid or payable by District associated with such purchases from the
Contract Sum otherwise owing to Contractor. Contractor shall, if requested by District Project Manager, accept assignment of any such contracts entered into by District without a Contract Adjustment.

3.4.5.2. TITLE. 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 the Work and agrees upon Final Completion to deliver the Work, including the premises, land, improvements and appurtenances on or to which the Work is placed, located or affixed, to District free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any of the Work shall have any right of lien upon the Site, or any Existing Improvements or appurtenance thereon, except that (1) nothing stated in this Subparagraph 3.4.5.2 shall be interpreted as a waiver by Contractor or any Subcontractor or Subconsultant of its right under Applicable Laws to serve a stop notice for Work that is not paid for by District as required under the terms of the Contract Documents; and (2) Contractor may install metering devices or other equipment of utility companies or political subdivisions, title to which may be retained by such utility company or political subdivision, provided that in the event of such installation Contractor advises District Project Manager as to the owner, and the precise location, thereof.

3.4.5.3. SUBSTITUTIONS. No substitution of materials, equipment, articles, processes or other items of the Work required under the Contract Documents will be made without written approval of District. Said approval may, if the substitution involves a Change to the Project Criteria or an Approved Deviation, be granted or denied in the District’s sole and absolute discretion. In all other cases, District’s approval will not be unreasonably denied, delayed or conditioned. With respect to any such substitution made or requested by Contractor, neither the occurrence of a substitution by Contractor nor the approval or disapproval by District of a substitution that is made in accordance with this Subparagraph 3.4.5.4 shall give rise to any right of the Contractor to a Contract Adjustment. Contractor shall, notwithstanding District’s approval, remain solely responsible for the sufficiency and suitability of all substitutions.

3.4.5.4. PARTS LIST. Contractor will provide a printed parts list for all items which might be subject to replacement and for which parts lists are either expressly required by the Contract Documents or customarily provided according to usual commercial practices.

3.4.5.5. MANUALS. Four (4) hard copies and one (1) electronic version of operations and maintenance manuals will be prepared and transmitted to District Project Manager within the Contract Time for Final Completion. Final Payment will not be due until District Project Manager has received all manuals covering the Work that are either required to be provided by the terms of the Contract Documents or if not required are customarily provided according to usual commercial practices applicable to the portion of Work involved. Operating instructions will be included within the equipment manuals and will state all information necessary
for District to operate, use, maintain and service the equipment fully and efficiently.

3.4.5.6. START UP. Contractor will be responsible for start-up of all systems and equipment purchased as part of the Work and has included sufficient amounts in the Contract Sum to cover contingencies arising out of the start-up of such systems and equipment. Contractor will comply fully with each manufacturer's specifications and instructions. Systems and equipment specified to be furnished with manufacturer's supervision of start-up will be placed in operation only under such supervision.

3.5. Contractor’s Warranty

3.5.1. General Representations and Warranties. Without limitation upon any of the promises, warranties or representations by Contractor contained elsewhere in the Contract Documents, the Contractor warrants and represents as follows:

3.5.1.1. SOLVENCY. Contractor represents and warrants that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents.

3.5.1.2. CAPITAL. Contractor represents and warrants that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations under the Contract Documents.

3.5.1.3. AUTHORIZATION TO DO BUSINESS. Contractor represents and warrants that it is authorized to do business in the jurisdiction where the Work will be performed and is properly licensed by Governmental Authorities.

3.5.1.4. AUTHORITY. Contractor represents and warrants that its execution of the Contract and its performance thereof are within its duly authorized powers.

3.5.1.5. LABOR RELATIONS. Contractor represents and warrants that it presently knows of no facts the existence of which might lead to a labor dispute which might affect the Work.

3.5.1.6. EXPERIENCE. Contractor represents and warrants that it has performed substantial work in the past that is comparable in kind and complexity to the Work and that it is an experienced firm having the ability, skill and resources necessary to perform and/or provide the Work required of it under the Contract Documents within the limitations of the Contract Sum and Contract Time.

3.5.1.7. LABOR LAWS. Contractor warrants that all of the Work will be provided and produced in compliance with Applicable Laws relating to employment of labor.

3.5.1.8. OCCUPATIONAL SAFETY AND HEALTH LAWS. Contractor warrants that all the Work will comply with the Applicable Laws relating to occupational safety and health.

3.5.1.9. HAZARDOUS SUBSTANCES. Contractor warrants that the use and storage of all Hazardous Substances and products containing Hazardous Substances in the Work will comply with Applicable Laws.
3.5.1.10. ENVIRONMENTAL LAWS. Contractor represents and warrants that it is knowledgeable regarding those Environmental Laws applicable to the Work and that it will conduct itself in full compliance therewith, notifying District in the event of any significant environmental occurrence.

3.5.2. General Warranty. In addition to other warranties and guarantees required by the Contract Documents, the Contractor shall, and hereby does, warrant and guarantee that:

3.5.2.1. The Work will conform to the RFP Documents, Project Criteria and Approved Deviations, including, without limitation, any performance standards that are part thereof;

3.5.2.2. All Work for which there is not a specific performance standard in the RFP Documents, Project Criteria or Approved Deviations shall be performed in accordance with the highest standard of care applicable to the performance of services and work of the type required by the Project Criteria and RFP Documents;

3.5.2.3. The completed Work will conform to the Design Intent;

3.5.2.4. All labor, equipment, materials and other items of Work will be when installed new and free of liens, claims and security interests;

3.5.2.5. Without limitation to the other requirements of this warranty, all labor, installation and workmanship will be performed in a good and workmanlike manner;

3.5.2.6. All labor, materials, equipment, services and work shall be free of conditions constituting Defective Work for a period of two (2) years after Final Completion; and

3.5.2.7. All parts of the Work will conform to the requirements of Applicable Laws in effect at the time such Work is permanently incorporated into the Project.

3.5.3. Evidence of Compliance. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of services, labor, installation, materials and equipment used. Manufactured items installed in the Work shall be installed in strict accordance with manufacturer’s current printed instructions.

3.5.4. Repair, Replacement. Without limitation upon the District’s other rights or remedies under the Contract Documents or Applicable Laws, any and all Work that, for reasons other than (1) ordinary wear and tear or (2) abuse or neglect by persons or entities other than the Contractor or the Subcontractors or Subconsultants, is not in conformance with the warranties or guarantees required by the Contract Documents or Applicable Laws shall be repaired or replaced, together with the repair or replacement of any other Work, Existing Improvements or the work of the Separate Contractors, the District’s own forces or others, which may be removed, displaced or damaged in so doing. The Contractor shall notify the District in writing upon completion of such repair or replacement. In the event of failure by the Contractor to commence and pursue with diligence said replacement or repair within ten (10) Days after being notified by the District, the District is hereby authorized to proceed with such replacement and repair as the District deems necessary.
necessary and expedient and to charge such costs to Contractor at Contractor’s Own Expense.

3.5.5. No Limitation. The warranties stated in this Section 3.5 are in addition to any other warranties or guarantees that are required under any other provision of the Contract Documents or Applicable Laws. Nothing stated in this Section 3.5 shall be interpreted as a limitation upon the District’s rights under any warranties or guarantees provided for under any other provision of the Contract Documents or under Applicable Laws that afford the District greater rights than the rights afforded to District under this Section 3.5.

3.5.6. Assignment. Contractor does hereby unconditionally and irrevocably assign to District all warranties and guarantees issued or made by any Subcontractor or Subconsultant of any Tier (including, without limitation, any manufacturer, supplier and distributor). Such assignment shall not relieve Contractor of, or otherwise limit, any of its obligations contained in the Contract Documents, including, without limitation, the general responsibility and liability of Contractor for a breach by a Subcontractor or Subconsultant (including, without limitation, any manufacturer, supplier and distributor) of a warranty or guarantee given by such Subcontractor or Subconsultant in connection with the Work.

3.5.7. Close-Out. Unless sooner requested by the District Project Manager, the Contractor shall furnish to the District, as part of the Close-Out Documents and as a condition to Final Payment, all guarantees and warranties as are required by the terms of the Contract Documents. All such guarantees and warranties shall be: (1) in writing; (2) indexed and bound; (3) accompanied by such certifications and instruction materials as may be required by the Contract Documents; and (4) issued or assignable by their terms to District and will in the latter case be assigned to District.

3.5.8. Month Walk-Through. Contractor agrees, at no additional cost to the District, to participate with District in a walk-through of the Project during the one (1) year and eleven (11) months following Final Completion for the purpose of reviewing the Work and identifying any items of Work that may require correction under applicable warranties furnished as part of or pursuant to the Contract Documents. The Contractor shall take steps to ensure that the Architect of Record/Designer/Engineer participates fully in said walk-through.

3.6. Taxes

3.6.1. General. The Contractor shall pay, at the Contractor’s Own Expense, all local, state and federal taxes, including, without limitation, all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by the Contractor or the Subcontractors, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to the Contractor's employees.

3.6.2. Excise Taxes. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, then the District, upon request, will execute documents necessary to show: (1) that the District is a political subdivision of the State for the purposes of such exemption; and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included
in any price (including, without limitation, the price for the Work in the Proposal) submitted by Contractor for the Work or for Changes in the Work.

3.6.3. Tax Exempt Status. The Contractor shall comply with Applicable Laws concerning tax-exempt construction projects.

3.6.4. Records of Taxes. The Contractor and the Subcontractors shall keep sufficient records to verify the amount of sales and use taxes paid. Copies shall be submitted with each monthly Application for Payment. Failure to keep or submit such records, resulting in the inability of the District to claim a refund for taxes for such materials, shall render the Contractor liable to the District for the amounts of such tax refund.

3.6.5. The terms of the Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to the Agreement, the private party may be subjected to the payment of property taxes levied on such interest.

3.7. Permits, Fees and Notices

3.7.1. Permits. All permits, licenses and certificates obtained by the Contractor, and members of the Design Build Team, where applicable, shall be delivered to the District prior to and as a condition to Final Completion and the Contractor's right to Final Payment.


3.7.3. Notice of Violations. Contractor shall immediately notify the District in writing of any instruction received from the District, District Project Manager, Design Consultant or any other Project Team member that, if implemented, would cause a violation of any Applicable Law.

3.7.4. Approvals by Governmental Authorities. Where the Contract Documents state that materials, processes or procedures must be approved by a Governmental Authority, the Contractor shall be responsible for satisfying requirements and obtaining the approval of such Governmental Authority.

3.8. Contractor’s Personnel

3.8.1. Key Persons. Contractor’s employees acting as project manager, scheduler and superintendent constitute Key Persons. Individuals acting as Key Persons who are not already identified in Contractor's Post-Award Submittals shall be identified in writing to District Project Manager prior to commencement of the Work.

3.8.2. Background Check. Contractor shall perform, prior to commencing Work on the Site, a thorough background check of each of the Key Persons and shall not, without prior written approval of District, employ any person to act as a Key Person if such background check, or other information known to Contractor, discloses a felony conviction or other matter which casts any reasonable doubt on the competency, reliability or honesty of such person.

3.8.3. Project Manager. The Key Person acting as project manager shall be deemed to have full authority to contractually bind Contractor, including, without limitation, the authority to bind Contractor to the terms of Contract Adjustments.
3.8.4. Transfer. Contractor’s Key Personnel are deemed of essence to the Contract. No Key Person shall, for so long as he/she is employed by Contractor, be transferred to any other project nor any of his/her responsibilities reassigned at any time during performance of the Work without the prior written approval of District, which approval may be granted or withheld in District’s sole discretion.

3.8.5. Removal. District shall have the right, at any time, to direct the removal and replacement of any Key Person if his/her performance is determined by District, in its sole and absolute discretion, to be unsatisfactory.

3.8.6. Replacement. Any person proposed by Contractor as a replacement for a Key Person must be approved in advance by District, such approval not to be unreasonably withheld, after submission by Contractor to District Project Manager of complete information concerning such person's experience and qualifications.

3.8.7. Communications. Important communications by Key Persons shall be confirmed in writing by Contractor. Other communications by Key Persons shall be confirmed on written request in each case.

3.8.8. Contact Information. Contractor shall provide, prior to the start of the Work, telephone numbers where Key Persons can be reached 24-hours a day, 7 Days a week.

3.8.9. Signatures. Prior to commencing the Work, a facsimile of the signatures of the Key Person acting as project manager, as well as any other representatives of Contractor with authority to sign on behalf of and contractually bind Contractor, shall be submitted to District Project Manager.

3.8.10. Exclusion from Site. Contractor shall at all times maintain good discipline and order at the Site among its employees and the employees of the Subcontractors and Subconsultants. Any person in the employ of Contractor or any of the Subcontractors or Subconsultants whom District deems, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of District.

3.9. Schedule

3.9.1. Preparation. Within thirty (30) Days after receipt by Contractor of the Notice of Intent to Award, the Contractor shall prepare and submit a Schedule for the design and non-design portions of the Work, both in hard copy and electronically, for the District’s information and District Project Manager’s acceptance. The Schedule shall in all respects conform to and be consistent with the time requirements for the Project set forth in the RFP Documents and the executed Contract.

3.9.2. Format. The Schedule shall be in the form of a critical path progress schedule that shows, in graphic form, a plan for performance of the Work within the Contract Time. It shall be prepared, using Primavera P3, as a time-scaled bar chart showing: (1) continuous flow from left to right and activities and milestones that are critical to Substantial Completion and Final Completion of the Work; (2) identification of “float”; and (3) a clearly highlighted critical path. Durations and specific calendar days shall be clearly and legibly shown for the early and late start and finish of each activity. With the exception of District Review Periods and Governmental Authority Review Periods, any activity having a duration of more than fifteen (15) Days will be segmented into fifteen (15) Day
increments. No more than ten percent (10%) of the activities shall be shown as critical. Techniques or methods designed to suppress depiction of available float are strictly prohibited.

3.9.3. Detail. Activities shown in the Schedule shall be in sufficient detail to demonstrate a practical plan to complete the design, engineering, fabrication and construction within the Contract Time and shall, at a minimum, include the following:

3.9.3.1. The start and finish date of each activity;
3.9.3.2. The anticipated percent of completion at the end of each month;
3.9.3.3. The weighted cost value expressed as a percentage of the total cost of the Work for each activity;
3.9.3.4. The final labor force curves by trade, as required by District;
3.9.3.5. The anticipated purchase and delivery of major materials and equipment;
3.9.3.6. The District’s occupancy requirements;
3.9.3.7. Receipt and incorporation of District-Furnished Materials, equipment or other items (if any);
3.9.3.8. District Review Periods and District Review Dates that are acceptable to and approved by District;
3.9.3.9. Governmental Authority Review Periods; and
3.9.3.10. The activities identified as being on the critical path to Substantial Completion and Final Completion of the Work.

3.9.4. Updates. Throughout the performance of the Work, weekly updates shall be delivered, in hard copy and, if required by District Project Manager, in an electronic form satisfactory to District Project Manager. In addition, Contractor shall regularly prepare and submit to District Project Manager short term, three (3) week “look-ahead” schedules generated from the Schedule approved by District Project Manager. Except to the extent permitted by Contract Adjustment to the Contract Time approved by District in a duly executed Change Order or Unilateral Change Order, in no event shall the Contractor’s updates or “look ahead” schedules alter the dates for Substantial Completion or Final Completion set forth in the Schedule approved by District.

3.9.5. Governing Schedule. The governing schedule for the Work shall be the Schedule or updated Schedule accepted by the District and District Project Manager. Unless otherwise directed in a writing signed by District, no other schedule shall be used or relied upon by the Contractor or its Subcontractors or Subconsultants in planning or performing the Work or in connection with any request for a Contract Adjustment to the Contract Time.

3.9.6. Submittal Schedule. Within thirty (30) Days after the receipt by the Contractor of the Notice of Intent to Award, the Contractor shall prepare and submit, in accordance with the Contract Documents, a Submittal Schedule for the District's information and District Project Manager’s acceptance. The Submittal Schedule shall be coordinated with the Schedule and allow time for review of the Submittals as may be required by the Contract.
Documents, or if none is required, a reasonable time for such review. Contractor shall keep the Submittal Schedule current and updated in the same manner as required for updating of the Schedule.

3.9.7. Schedule Responsibility. Contractor is and shall remain solely responsible, notwithstanding the District or District Project Manager’s review or acceptance thereof, for the accuracy, suitability and feasibility of all schedules it prepares for the Project, including, without limitation, the Schedule, Submittal Schedule, “look ahead” schedules, recovery schedules and any updates thereof.

3.9.8. Condition of Payment. Compliance by Contractor with the requirements of this Section 3.9 and the other provisions of the Contract Documents pertaining to preparing, submitting, revising and updating the Schedule and Submittal Schedule is a condition to District’s obligation to make payment to Contractor. Recognizing that scheduling is a continuing, cumulative and recurring obligation, failure by District or District Project Manager to assert a right to withhold payment under this Paragraph 3.9.8 due to a noncompliance by Contractor with its schedule obligations shall not waive or diminish the District’s right to withhold, or the District’s right to disapprove of, future payments on account of such noncompliance or any other past or future noncompliance of the same or similar nature.

3.10. Reporting, Progress Meeting, Documents and Samples at the Site

3.10.1. Contract Documents. CONTRACTOR shall at all times while performing Work at the Site maintain, in good order, at the Site: (1) one legible set of the Contract Documents approved by DSA; (2) one legible copy of the current version of the other Contract Documents; and (3) one legible copy of the current version of approved Shop Drawings, Product Data, Samples and other Submittals.

3.10.2. Record Documents.

3.10.2.1. Contractor Responsibility. CONTRACTOR shall maintain Record Drawings and Specifications in a satisfactory record condition by posting, on a weekly basis (or, in the case of building or site mechanical, electrical, plumbing or fire sprinkler systems, as soon thereafter as is reasonable and practical), thoroughly and neatly, all Changes to the Work and the location of the Work, including, without limitation, the location of portions of the Work shown diagrammatically, as occurs in the actual construction of the Work, as well as any as-built conditions noted by other District Consultants, including, without limitation, District Consultants involved in the commissioning process. Each revision, change and notation shall be coordinated with other revisions, changes and notations and accurately annotated and cross-referenced by the Contractor.

3.10.2.2. Property of District. All Record Drawings and Specifications and other Record Documents shall be deemed the sole property of the District and at the earlier of Final Completion or termination of the Contract, shall be turned over to District Project Manager.

3.10.2.3. Final Completion. Contractor shall, as a condition to Final Completion and Final Payment, furnish the District Project Manager with one (1) mylar quality copy and one (1) Building Information Model (BIM) of the Record Drawings provided according to the requirements identified in the BIM standards and one (1)
annotated hard copy and one (1) computer disk (using software format acceptable to the District) of the Record Specifications. All electronic versions shall conform to the requirements of the BIM Standards. Each page of such Record Drawings and the cover page of such Record Specifications shall prominently bear the words "Record Documents" and the Contractor’s approval by manual signature certifying that, to the best of his/her knowledge, they are true and accurate and that the indications thereon represent the actual condition of the Work.

3.10.2.4. Condition of Payment. Compliance by Contractor with the requirements of this Paragraph 3.10.2 shall be deemed a condition to Contractor’s right to payment upon its Applications for Payment.

3.10.3. Daily Reports.

3.10.3.1. Delivery. At the end of each Day that Contractor performs the Work on the Site, Contractor shall submit a daily report to District Project Manager (on the form provided or approved by District), together with applicable delivery tickets for all labor, materials and equipment furnished that Day. If requested by District Project Manager, daily reports shall be delivered electronically.

3.10.3.2. Content. Daily Reports shall include the following information:

3.10.3.2.1. Labor - The names of the workers, and for each such worker his/her classification and hours worked.

3.10.3.2.2. Material - A list of the different materials used and for each different material the quantity used.

3.10.3.2.3. Equipment - The type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.

3.10.3.2.4. Inspection and Testing Activities – A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.

3.10.3.2.5. Visitors, Guests, Dignitaries – A list of visitors and guests by name, title, company and purpose of visit.

3.10.3.2.6. Areas of the Work – A statement of the areas of the Site on which the Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the Day.

3.10.3.2.7. Accidents, Delays, Defective Work – A description in detail of any injuries to the workers, accidents or delays that occurred or Defective Work that was encountered.

3.10.3.2.8. Other Services and Expenditures – A description of other services and expenditures in such detail as District may require.
3.10.3.3. Payment. Timely and complete submission of daily reports by Contractor shall be a condition to Contractor’s right to payment under the Contract.

3.10.4. Progress Meetings. Contractor shall coordinate and attend all progress meetings at the Site, at which meetings progress of the Work shall be reported in detail with reference to the then-current updated Schedule accepted by the District. Progress meetings shall be held weekly, or at such other time or frequency as District, in its sole and absolute discretion, deems necessary. A representative of the Architect of Record/Designer/Engineer, and each Subcontractor and other Subconsultant then actively performing Work, scheduled to become active within one week (greater if determined to be in the best interest of the project) or currently a critical path activity whether or not performing, shall have a competent and knowledgeable representative present at such progress meeting to report on the condition of the Work of such Subcontractor or Subconsultant and to receive relevant information. Meeting notes shall be taken by the Contractor and draft form distributed to the District Project Manager, District, all meeting attendees and all other affected parties. Meeting Minutes will become final with incorporated comments by team members upon completion of the next regularly scheduled weekly meeting.

3.10.5. Notice Requirements. Under no circumstances shall information contained in Contractor's daily job reports, monthly reports or job meeting minutes relieve Contractor of its obligations to comply with, serve as a substitute for, nor constitute a waiver by District of its right to insist upon, Contractor’s compliance with the provisions of the Contract Documents relative to timely and complete notice to District of Changes, Delays, Claims, or other matters for which written notice is required by the Contract Documents.

3.10.6. Availability for Review. Copies or originals of all documents required to be maintained by the Contractor at the Site or required to be submitted to the District Project Manager shall be available at any time for review by the District, District Project Manager, District Consultants, Inspectors of Record and Governmental Authorities.

3.10.7. Verified Reports. Without limitation to any of the Contractor's other obligations under the Contract Documents or Applicable Laws, the Contractor shall maintain at the Site, be acquainted with and comply with the provisions of the California Code of Regulations as they relate to the Project, including, without limitation, Titles 8, 17 and Part 1, Title 24, California Code of Regulations. A representative of the Contractor and Architect of Record/Designer/Engineer shall, in accordance with the provisions of Part 1, Title 24 of the California Code of Regulations, prepare and file periodic and final verified reports on forms prescribed by DSA averring that of his/her own personal knowledge (as defined in California Education Code § 81141) the Work performed, during the period of time covered by the report, has been performed, and materials have been used and installed in every material respect in compliance with the Drawings and Specifications approved by DSA for the Project, together with such other detailed statements of fact as DSA may require.

3.11. Shop Drawing, Product Data and Samples

3.11.1. Not Contract Documents. Shop Drawings, Product Data, Samples and other Submittals are not Contract Documents. Their purpose is to demonstrate for those portions of the
Work for which Submittals are required the way the Contractor proposes to conform the Work to the designs and other information in the Contract Documents.

3.11.2. Coordination with Others. Contractor shall cooperate with District, District Project Manager and District Consultants in the coordination of Contractor's Shop Drawings, Product Data, Samples and other Submittals with related documents submitted by the Separate Contractors.

3.11.3. Submission by Contractor.

3.11.3.1. Submission. All Shop Drawings, Product Data, Samples and other Submittals required by the Contract Documents shall be submitted to District Project Manager for its review, with a copy to College Director of Facilities and to such of District’s Consultants or Separate Contractors as District Project Manager may direct in writing. Informational Submittals (i.e., Submittals upon which no responsive action is expected) may be required and if so shall be limited to those Submittals so identified in the Contract Documents. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

3.11.3.2. Contractor Approval. The Contractor and Architect of Record/Designer/Engineer shall review, stamp "approved" and submit Contractor's Shop Drawings, Product Data, Samples and other Submittals to the District Project Manager, in accordance with the latest Submittal Schedule accepted by the District. The Contractor's approval and submission of Submittals constitutes a representation that the Contractor has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and with the Submittals for related Work. Submittals without evidence thereon of the Contractor’s approval shall be returned, without further consideration, for resubmission in accordance with these requirements.

3.11.3.3. Transmittal. All Submittals shall be accompanied by an accurately completed transmittal in the form required by District. With respect to Submittals of documents, the transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Contractor shall be numbered consecutively and referenced to the sheets or paragraphs of the Drawings and Specifications affected. A separate transmittal form shall be used for each specific item or class of material or equipment for which a Submittal is required. Transmission of Submittals of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency dictates review of the group or package as a whole. Any Submittal not accompanied by such transmittal form, or where all applicable items on the form are not completed, may be returned for re-submittal without review.

3.11.3.4. Timing. Whether or not a particular Submittal has been identified for review by District Project Manager only or by College Director of Facilities and a Design Consultant, Contractor shall in all cases submit its Submittals within
a time frame sufficiently early to allow review of the same by the District Project Manager and District Consultants without causing Delay to construction progress. Contractor will be responsible to pay, at Contractor’s Own Expense, additional services fees and costs incurred by District for the District Project Manager, Inspectors of Record and District Consultants in order to expedite review of Submittals which are not submitted in a timely fashion.

3.11.3.5. Content. Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer’s brochures, technical bulletins, specifications, diagrams and product samples, necessary to describe a system, product or item. Submittals shall show in detail the size, sections and dimensions of all members, the arrangement and construction of all connections, joints and other pertinent details, and all holes, straps and other fittings for attaching the Work. When required by the Contract Documents, engineering computations shall be submitted.

3.11.3.6. Professional Certifications. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, District, District Project Manager and the District Consultants shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.11.3.7. Multiple Submittals. Except where the preparation of a Submittal is dependent upon the approval of a prior Submittal, all Submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.

3.11.3.8. Notation of Revisions. Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other Submittals, to revisions other than those requested by District Project Manager or District Consultants on previous Submittals.

3.11.3.9. Duplicates. Contractor shall be responsible for delivering duplicates of Submittals to all other persons whose work is dependent thereon.

3.11.4. Review of Submittals. Review of Submittals by District, District Project Manager or District Consultants is subject to the limitations of Paragraph 4.3.8, below. Contractor shall, notwithstanding any review or approval thereof by District, District Project Manager or a District Consultant, be solely responsible for the content of all Submittals. Without limitation to the foregoing, deviations in Submittals from requirements of the Contract Documents shall remain the sole responsibility of Contractor unless Contractor has specifically informed District Project Manager in writing of such deviation at the time of submission of the Submittal and District has given specific written approval thereof.

3.11.5. Contract Adjustments. Subject to Contractor’s rights and obligations under Article 7, below, revisions indicated on Shop Drawings, Product Data, Samples or other Submittals shall not be considered as a basis for a Contract Adjustment.

3.11.6. Compliance with Contract. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or other Submittals until the respective Submittal has been returned by the District Project Manager with an
indication that it has been reviewed and that the Work addressed by the Submittal may proceed. Such Work shall be in accordance with such Submittals, unless such Submittal indicates that there are corrections to be made. If corrections are indicated to be made then the Work shall be in accordance with the re-submitted and corrected Submittal that is reviewed and returned to the Contractor by the District Project Manager.

3.11.7. DSA Deferred Approval. With respect to any items for which a deferred approval by DSA is permitted under the Contract Documents and Applicable Laws, Contractor shall submit its related Submittals to DSA, and District Project Manager with an original, manual signature of the professional engineer registered in the State of California responsible for preparing such Submittal.

3.12. Use of Site

3.12.1. Staging Area. Contractor will be assigned staging space on or adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Unless otherwise required by the Contract Documents, Contractor shall be responsible for restoring such areas and surrounding areas to the condition they were in prior to Contractor’s commencement of the Work.

3.12.2. Existing Improvements. During the installation of the Work, Contractor shall ensure that Existing Improvements are adequately protected. Upon Final Completion of the Work, all Existing Improvements that may have been damaged shall be restored to the condition they were in prior to Contractor’s commencement of the Work.

3.12.3. Operations at Site. Contractor shall confine operations, access and parking at the Site to areas permitted by Applicable Laws, and District and shall not unreasonably encumber the Site with materials or equipment. Contractor acknowledges that it is experienced in performing construction within limited and confined areas and spaces such as those that are anticipated to exist on this Project and agrees to assume responsibility, without a Contract Adjustment, to take all special measures (including, without limitation, those related to protection, storage, staging and deliveries) as may be necessary to adapt its performance to the constraints of the Site.

3.12.4. Coordination. Contractor shall coordinate Contractor's operations with, and secure the approval of, District before using any portion of the Site.

3.12.5. Unauthorized Use. Personnel of Contractor and the Subcontractors and Subconsultants shall not occupy, live upon or otherwise make use of the Site during any time that the Work is not being performed at the Site, except as otherwise approved by District.

3.12.6. College Operations. Contractor shall anticipate and take all necessary and reasonable measures to minimize and control dust and noise that might interfere with the use or enjoyment of the Site by the District and the College’s students, staff and visitors. The Contractor shall familiarize itself with the activities of the College, including, without limitation, campus functions and ceremonies and plan the Work so as to avoid interferences or disturbances therewith.

3.12.7. Site Security. Contractor is responsible for the security of the Site and all of the Work, as well as the work of the Separate Contractors or District’s own forces that occurs on the Site. Fences, barricades and other perimeter security shall be maintained in good condition and secured with locking devices. Damage shall be repaired immediately.
Graffiti and unauthorized postings shall be removed or painted over so as to maintain a clean and neat appearance. Mobile equipment and operable machinery shall be kept locked or otherwise made inoperable whenever left unattended.

3.12.8. Persons on Site. Contractor, or any member of Design Build Team, where applicable, shall not allow any person, other than the workers on the Project, or other individuals authorized by District, to come upon any portion of the Site where the Work is being performed. Only authorized personnel will be permitted on the Site. Contractor shall at all times maintain good discipline and order among its employees and the employees of Subcontractors and Subconsultants. Any person in the employ of Contractor or any of Subcontractor or Subconsultant whom District may deem, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of District and all Losses to Contractor or District associated therewith shall be paid at Contractor’s Own Expense.

3.12.9. College Activities. Contractor shall, prior to performing the Work at an operating College campus, become informed and take into specific account the schedule of classes, examinations, class locations, planned functions and ceremonies, and other scheduled campus activities on the Site and coordinate its planning, staging, scheduling, coordination and performance of the Work so as to minimize any interference or disruption (including, without limitation, noise and dust) to campus functions and activities, whether before, during or after instructional hours. The Contractor shall enclose the working area with a substantial barricade and arrange the Work to cause minimum amount of inconvenience and danger to students, faculty, staff and visitors.

3.12.10. Dust, Fumes, Noise. Contractor and Design Build Team shall take preventive measures to minimize, and eliminate wherever reasonably possible, generation of dust, fumes and noise.

3.12.10.1. All clearing, grading, earth-moving or excavation activities shall cease when winds exceed 25 mph per SCAQMD guidelines in order to limit fugitive dust emissions.

3.12.10.2. Contractor shall ensure that all disturbed unpaved roads and disturbed areas within the Project are watered at least three times daily during dry weather. Watering, with complete coverage of disturbed areas shall occur at least three times a day, preferably in the mid-morning afternoon and after work is done for the day.

3.12.10.3. The contractor shall ensure that traffic speed on unpaved roads and Project site areas are reduced to 15 miles per hour or less to reduce PM10 and PM2.5 fugitive dust haul road emissions by approximately 44%.

3.12.10.4. The California Air Resources Board, in Title 13, Chapter 10, Section 2485, Division 3 of the California Code of Regulations, imposes a requirement that heavy duty trucks accessing the site shall not idle for greater than five minutes at any location. This measure applies to construction traffic. Prior to grading, a sign shall be posted on-site stating that workers need to shut off engines after five minutes of idling.
3.12.10.5. All Rubber Tired Dozers and Scrapers shall be CARB Tier 2 Certified or better.

3.12.10.6. Equipment and materials shall be staged in areas that will create the greatest distance between construction related noise sources and the noise sensitive receptors nearest the construction site. Construction Equipment staging areas shall be located at least 300 feet away from Sensitive Receptors.

3.12.10.7. All equipment shall be equipped with properly operating and maintained mufflers. To the extent feasible, haul routes shall not pass directly by sensitive land uses.

3.12.11. Confinement of Operations. Contractor shall confine apparatus, the storage of materials and the operations of the workers to limits indicated by Contract Documents or as otherwise directed by District Project Manager in writing.

3.12.12. Prohibited Substances. Contractor shall not permit (1) the possession or use of alcohol or controlled substances on the Site or (2) smoking in other than designated smoking areas approved by District.

3.12.13. Survey Markers. Contractor shall take care in accordance with the Standard of Care applicable to Contractor’s performance of the Work to prevent the disturbance or covering of any survey markers, monuments or other devices marking property boundaries or corners. If such markers are disturbed, they shall be replaced by Contractor by means of the services of a licensed land surveyor. The costs of such replacement shall be at Contractor’s Own Expense.


3.12.15. Land Clearing and Excavation Activities

3.12.15.1. Prior to land-clearing activities from February 1 through August 31, at the expense of the DBE from CEQA mitigation measures a qualified biologist shall first evaluate the type and extent of vegetation removal and the impact, if any on nesting birds. If determined necessary, the biologist shall conduct a survey and specify the appropriate mitigation measures for impacts which may include avoidance of occupied nests, working outside an established buffer area, modified scheduling of grading and clearing, and monitoring of active nests during construction.

3.12.15.2. Prior to any excavation, the Contractor shall compare the limits of proposed excavations with the depth and lateral extent of existing sub-surface disturbances, including foundations, utility and fill materials using information including but not limited to: as built construction plans, underground utility surveys and geotechnical information including boring and trenching logs. Should excavations exceed five feet in depth, a qualified paleontologist shall be retained to conduct additional paleontological assessment using pre-construction geotechnical surveys to better define the subsurface geological feature of the campus. Should data indicate paleontological sensitivity, District shall retain a qualified paleontologist to...
facilitate a preconstruction meeting and monitor all earth-moving activity with the potential to disturb previously undisturbed paleontologically sensitive sediment. Should resources be uncovered as a result of grading or excavation shallower than five feet, work shall cease until a paleontological monitor arrives.

3.12.15.3. Trenches. As required by California Labor Code §6705, if the Contract Sum exceeds Twenty-Five Thousand Dollars ($25,000) and involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of commencing excavation, submit to District Project Manager a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring Systems Standards established by the Construction Safety Orders of the California Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer, employed by Contractor at Contractor’s Own Expense. Nothing in this Paragraph 3.12.15 shall be deemed to allow the use of a system less effective than that required by such Construction Safety Orders. No excavation of such trench or trenches shall be commenced until such plan has been approved by District Project Manager. Nothing in this Paragraph 3.12.15 shall be construed to impose any liability, including, without limitation, any tort liability, upon the District or upon any of its officers, agents, representatives or employees and Contractor shall, notwithstanding the review or acceptance of Contractor’s plan by District Project Manager, remain solely responsible for the sufficiency of its plan prepared pursuant to this Paragraph 3.12.15.

3.13. Cutting and Patching

3.13.1. Contractor Responsibility. Contractor is responsible for all cutting, fitting or patching required to complete the Work and to make its parts fit together properly both among themselves and with any Existing Improvements and the work of the Separate Contractors and of District’s own forces.

3.13.2. DSA Review. Cutting, boring, sawcutting or drilling through structural elements of Existing Improvements is not to be started until the details (if the details are not already shown in, or as shown do not conform to, the DSA-approved Contract Documents) have been reviewed and approved the appropriate Subconsultant responsible for structural engineering and the DSA field engineer.

3.13.3. Damage. In all cases, cutting shall be performed under the supervision of competent mechanics skilled in the applicable trade and openings shall be cut as small as possible to prevent unnecessary damage. Contractor shall not damage or endanger a portion of the Work, Existing Improvements or fully or partially completed construction of District’s own forces or of the Separate Contractors by cutting, patching, excavating or otherwise altering such construction.

3.13.4. Separate Contractors. Contractor shall not cut or otherwise alter construction by Separate Contractors except with the written consent of District, which consent shall not be unreasonably withheld, delayed or conditioned. When asked, Contractor shall not
unreasonably withhold from the Separate Contractors the Contractor's consent to their cutting or other alteration of the Work as required to complete the work of the Separate Contractors.


3.14.1. Existing Utilities. Except as otherwise required by California Government Code §4215, Contractor shall contact all relevant utility providers and arrange for obtaining all available information, concerning location of subsurface utility lines. Prior to commencement of any digging Contractor shall make its own investigation, including exploratory excavations, to determine the locations and type of Work which could result in damage to such utilities. In accordance with California Government Code §§4216 et seq., except in an emergency, Contractor shall contact the appropriate regional notification center at least two (2) working days, but not more than fourteen (14) Days, prior to commencing any excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain sub-service installations, and shall obtain an inquiry identification number from the regional notification center. Contractor shall not assume, unless actual observed surface conditions at the Site indicate otherwise, that utilities are located in the same location as indicated on the as-built records or other information obtained by Contractor. Contractor shall conduct potholing in advance of digging in any areas where there are not apparent surface conditions at the Site indicating the actual location of underground utilities and be at all times vigilant in watching for any conditions encountered, above or below the surface of the ground, that might indicate that underground utilities are at locations other than those indicated by the as-built records or other information obtained by Contractor. Contractor shall perform its digging operations in a slow and meticulous manner so as to avoid wherever reasonably possible damaging existing underground utilities. Contractor shall, at Contractor’s Own Expense, make good any Loss to District or others as a result of Contractor’s failure to perform any of its obligations under this Paragraph 3.14.1.

3.14.2. District Responsibility. Pursuant to California Government Code §4215, District assumes the responsibility for removal, relocation, and protection of those existing main or trunk line utility facilities located at the Site at the time of commencement of the Work that are not identified in the Contract Documents. Contractor shall, to the extent not arising from the failure of Contractor to exercise reasonable care and to the extent permitted by Article 7, below, to a Contract Adjustment for relocating, repairing or removing any utility facilities not indicated in the Contract Documents with reasonable accuracy (including, without limitation, equipment on the Site necessarily idled thereby) and Delays caused by District’s or a utility owner’s failure to provide for the removal or relocation of such utility facilities shall be deemed Compensable Delay. Nothing herein shall be deemed to require District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes located on or adjacent to the Site.

3.14.3. Use of Utilities. All utilities, including but not limited to electricity, water, gas and telephone, used in performance of the Work (including, without limitation, meters and temporary distribution systems from distribution points to points on Site where a utility is needed) shall be furnished by Contractor or, if furnished by District, shall be paid for by Contractor at Contractor’s Own Expense. Upon Final Completion of the Work, Contractor shall remove all temporary distribution systems. If the Work involves an
addition to an existing facility, Contractor may, with written permission of College Director of Facilities, granted or withheld in District’s sole and absolute discretion, use District’s existing utilities by making prearranged payments to District for utilities used by Contractor. When it is necessary to interrupt any existing utility service to make connections, a coordination meeting must be held with the College Director of Facilities and a minimum of two (2) working days’ advance notice shall be given to District Project Manager. Interruptions shall be of the shortest possible duration and shall be scheduled during a time of Day that minimizes its impact on the operations of the existing facility. Any Loss to District or Contractor associated with interruption of a utility service as a result of Contractor’s breach of, or failure to fully comply with, its obligations under this Paragraph 3.14.3 shall be for by Contractor at Contractor’s Own Expense.

3.14.4. Sanitary Facilities. Contractor shall provide sanitary temporary toilet facilities, for the use of all the workers, in no fewer numbers than required by Applicable Laws, plus such additional facilities as may be directed by District Project Manager. Such facilities shall be maintained in a sanitary condition at all times. Use of existing or permanent toilet facilities shall not be permitted except by written consent of District Project Manager.

3.15. Cleaning Up

3.15.1. Contractor Responsibility. Contractor at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. Contractor shall not leave debris under, in or about the Site but shall promptly with not greater than one week between removals, remove same from the Site. Upon Final Completion, Contractor shall: (1) clean the interior and exterior of the 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; (2) clean and polish all glass, plumbing fixtures, finish hardware and similar finish surfaces and equipment; and (3) remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from the Site.

3.15.2. Cleanup by District. If Contractor fails upon 24 hours’ notice by District Project Manager to perform its obligation to clean up, District may arrange to do so, and the cost thereof shall be chargeable to and borne by Contractor at Contractor’s Own Expense.

3.16. Access to the Work

3.16.1. District. District, District Project Manager, College Director of Facilities, Inspectors of Record, Design Consultant and District Consultants, and their representatives, and such other persons as authorized by District, shall at all times have access to the Work, either in preparation or in progress. Contractor shall provide safe and proper facilities for such access so that they and their representatives may perform their functions safely.

3.16.2. Separate Contractors. District, using its own forces or those of Separate Contractors, may, at any time during the performance of the Work, enter the Site for the purpose of performing construction or for any other purpose.

3.16.2.1. Contractor shall cooperate with District, District's own forces and Separate Contractors and not interfere with other work being done by them or on their behalf. Contractor shall afford separate contractors reasonable opportunity for introduction and storage of their materials and execution of their work
and shall properly connect and coordinate its work with such separate contractors.

3.16.2.2. If any part of Contractor’s work depends for proper execution or result upon work of any separate contractor, the Contractor shall inspect and promptly report to District in writing any defects in such work that render it unsuitable for such proper execution and results. Contractor will be held accountable for damages to District for that work which it failed to inspect or should have inspected. Contractor failure to inspect and report shall constitute its acceptance of other contractor’s work as fit and proper for reception of its work, except as to defects which may develop in separate contractor’s work after execution of Contractor’s work.

3.16.2.3. 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 to the end that Contractor may perform this Agreement in light of such other contracts, if any.

3.16.2.4. If simultaneous execution of any contract for Project is likely to cause interference with performance of some other contract or contracts, District Project Manager 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.

3.16.3. Delivery Routes. Contractor shall arrange for delivery of material over routes designated by District Project Manager.

3.17. Intellectual Property Rights. The Contractor shall pay all royalties and license fees relating to use of Intellectual Property Rights. The Contractor shall defend suits or claims for infringement of Intellectual Property Rights and shall defend, indemnify and hold harmless the Indemnitees in accordance with the terms of Section 3.18, below, from Loss on account thereof, unless a particular design, process or product that includes or utilizes Intellectual Property Rights is required by the Project Criteria or an Approved Deviation; provided, however, that if the Contractor has information leading it to believe that its use of a particular design, process or product required by the Project Criteria or an Approved Deviation would constitute an infringement of an Intellectual Property Right, then the Contractor shall nonetheless be responsible to provide such defense, indemnification and hold harmless if such information is not promptly furnished in writing to the District.

3.18. Indemnification

3.18.1. General Indemnity. To the fullest extent permitted by Applicable Laws, Contractor agrees to indemnify, immediately defend (through counsel reasonably acceptable to District) at its own expense and hold harmless, District, College, Board of Trustees, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)") from any and all Losses, whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any of the following:

3.18.1.1. Any act or omission of Contractor or a Subcontractor or a Subconsultant, of any Tier;
3.18.1.2. The activities of Contractor or a Subcontractor or a Subconsultant, of any Tier, on the Site or on other properties related to performance of the Work or the preparation for performance of the Work;

3.18.1.3. The payment or nonpayment of a Subcontractor or Subconsultant, of any Tier, for the Work performed, except where such nonpayment is the result of a breach by District of its payment obligations under the Contract Documents;

3.18.1.4. The existence or dispersal of any Hazardous Substances or Mold on the Site as a result of a failure by Contractor or a Subcontractor’s or Subconsultant, of any Tier, to comply with its obligations under the Contract Documents;

3.18.1.5. The violation by Contractor or a Subcontractor or a Subconsultant, of any Tier, of an obligation under Section 3.17, above, involving infringement of an Intellectual Property Right; or

3.18.1.6. The violation by Contractor or a Subcontractor or Subconsultant, of any Tier, of any Applicable Law, including, without limitation, the violation of any requirement of the Storm Water Permit or the Storm Water Management or Storm Water Pollution Prevention Plans;

PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect.

3.18.2. Indemnification of Adjacent Property Owners. In the event Contractor enters into any agreement with the owners of any adjacent property to enter upon such property for the purpose of performing the Work or other activities incidental to the Work, Contractor shall fully indemnify, defend and hold harmless any person or entity which owns or has any interest in such adjacent property against any Loss resulting from the acts or omissions of the Contractor or its Subcontractors or Subconsultants. The form and content of such indemnification agreement shall be approved by District prior to commencement of any Work on or around such property.

3.18.3. Insurance and Employment Benefits. The indemnification, defense and hold harmless obligations of Contractor under this Section 3.18, as well as any such obligations stated elsewhere in the Contract, General Conditions or other terms and conditions that are part of the RFP Documents: (1) shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which an Indemnitee,
District Consultants, Contractor or a Subcontractor or Subconsultant, of any Tier, is required to carry under the terms of the Contract Documents; (2) are independent of and in addition to the Indemnitees’ rights under the insurance to be provided by an Indemnitee, District Consultants, Contractor or a Subcontractor or Subconsultant, of any Tier; and (3) shall not be limited, in the event of a claim against an Indemnitee by an employee of Contractor, a Subcontractor, a Subconsultant anyone directly or indirectly employed by them or anyone for whose acts they may be liable, by a limitation on amount or type of damages, compensation or benefits payable under any worker’s compensation act, disability benefit act or other employee benefit program.

3.18.4. Third Party Indemnity Agreements. Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements from each and every Subcontractor and Subconsultant, of every Tier, that include provisions identical in respect to the scope and protection they afford to the Indemnitees to that which is afforded to the Indemnitees by this Section 3.18.

3.18.5. Implied Indemnity Rights. Notwithstanding anything stated in this Section 3.18 or elsewhere in the Contract Documents to the contrary, an Indemnitee’s right to seek equitable indemnity and contribution from Contractor is in no way diminished, limited or precluded by any agreement by Contractor to provide express contractual indemnity to such Indemnitee. Contractor’s obligations under this Section 3.18 shall be deemed to completely eliminate and preclude any right by Contractor to seek contractual or equitable indemnity or contribution from any Indemnitee for any Loss covered by the Contractor’s express indemnification obligations under this Section 3.18.

3.18.6. Obligation to Defend. The Contractor’s obligation to defend under this Section 3.18 includes, without limitation, the obligation to immediately reimburse an Indemnitee for any attorney’s fees, court costs (statutory and non-statutory), arbitration and mediation expenses, professional, expert and consultant fees, investigative costs, postage costs, document copying costs, telecopy costs and any and all other costs and expenses associated with defense of such Indemnitee as and when incurred by any Indemnitee in defense of a claim by any third person or entity as a result of Contractor’s failure or refusal to comply with its immediate defense obligation to such Indemnitee. Nothing stated in this Section 3.18 or elsewhere in the Contract Documents shall be interpreted as providing or implying that the obligation of Contractor to defend an Indemnitee against an alleged Loss that is within the scope of the Contractor’s indemnification obligation under this Section 3.18 or under any other provision of the Contract Documents is to any extent released, excused, limited or relieved by a finding, determination, award or judgment by a court or arbitrator that the alleged Loss was due to circumstances not within the scope of such indemnification obligation.

3.19. Labor, Wages and Payroll

3.19.1. Wage Rates, Travel and Subsistence

3.19.1.1. 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.
3.19.1.2. 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.

3.19.1.3. 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.

3.19.1.4. 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.

3.19.1.5. Forfeiture and Payments. Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars ($200.00) 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.

3.19.2. Records of Wages Paid

3.19.2.1. Payroll Records. Pursuant to §1776 of the Labor Code, 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.

3.19.2.2. 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:

3.19.2.2.1. 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.

3.19.2.2.2. 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.

3.19.2.2.3. 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 Paragraph (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.

3.19.2.3. 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.

3.19.2.4. 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.

3.19.2.5. 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. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground
Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

3.19.2.6. 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.

3.19.2.7. 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 One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

3.19.2.8. Responsibility for compliance with this Article shall rest upon the Contractor.

3.19.2.9. Withholding of Contract Payments & Penalties. The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

3.19.2.9.1. 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

3.19.2.9.2. 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

3.19.2.9.3. The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

3.19.2.9.4. The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or

3.19.2.10. The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

3.19.3. Apprentices

3.19.3.1. 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.

3.19.3.2. 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.

3.19.3.3. Submission of Contract Information. Prior to 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 Contact, 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.

3.19.3.4. 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.

3.19.3. Prime Contractor Compliance. The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime 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.

3.19.4. Compliance Monitoring Unit.

3.19.4.1. This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit (“CMU”) within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 et seq.

3.19.4.2. The Contractor and all Subcontractors shall be required to furnish, at least monthly, electronic certified payroll records directly to the Labor Commissioner/ Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 et seq. All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, Section 16401. The Contractor and all Subcontractors are directed to go to https://app.mylcm.com and follow the instructions to enroll in CMU’s eCPR system to submit electronic certified payroll records. The District will have direct and immediate access to all CPRs for the Project that are submitted through the eCPR system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

3.19.4.3. The CMU may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site (“On-Site Visits”). On-Site Visits may include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the CMU to ensure compliance with prevailing wage requirements. The CMU shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.

3.19.4.4. Any lawful activities conducted or any requests made by the CMU shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Compliance Monitoring Unit. The failure of the CMU, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the
failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

3.19.4.5. Prior to commencing any work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the CMU website, at the Division of Labor Standards Enforcement District Offices or can be obtained by emailing a request to CMU@dir.ca.gov.

3.20. Contractor must adhere to the amendment to Labor Code (Division 2, Part 7, Chapter 1) requiring as of July 1, 2014, that all contractors and subcontractors intending to work on public works project be registered with the Department of Industrial Relations. On-line registration (payable only by credit card) will mandate minimum qualifications including (1) workers compensation coverage for any employees, (2) the use of subcontractors who are also registered public works contractors, (3) California State License Bureau contractor licenses, if applicable, (4) no outstanding unpaid wage or penalty assessments due to any employee or agency, (5) no debarments and no recent registration violations, and (6) no prior violation of registration requirements once the requirements become effective.

3.21. Labor Code §2810

3.21.1. Application. The provisions of this Section 3.21 apply only if the Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.

3.21.2. Declaration by Contractor. If a Declaration of Sufficiency of Funds has not been submitted by Contractor as part of its Post-Award Submittals, then it must be submitted prior to Award. In executing the Contract, Contractor warrants and represents that all of the statements contained in its Declaration of Sufficiency of Funds, all of which are incorporated herein by this reference, remain true and correct as of the date of execution of the Contract and may be relied upon by District in determining whether there appears to be sufficient funds in the Contractor’s Contract Sum to allow the Contractor to comply with all Applicable Laws governing the labor or services to be provided for the performance of the Work. The truth and accuracy of the statements contained in said Declaration and in this Paragraph 3.21.2 constitute a material part of the Contractor’s consideration for, and a material inducement to the District’s entering into, the Contract.

3.21.3. Continuing Duty. To the extent that any of the information provided in the Declaration of Sufficiency of Funds submitted by Contractor relating to numbers of workers or independent contractors that will be employed or utilized for performance of the Work was or is based upon a best estimate, rather than actual figures or information, then the Contractor assumes the continuing duty to the District to ascertain the actual figures and information requested in the Declaration of Sufficiency of Funds and to provide such actual figures and information to the District in the form of a revised and updated Declaration of Sufficiency of Funds once the actual figures and information become known.

3.22. Storm Water Permitting

3.22.1. Contractor’s Responsibility. If and to the extent storm water permitting, control, mitigation or discharge control is required by Applicable Laws, the Contractor shall (1)
file and obtain the Storm Water Permit; (2) furnish all notices required under the Storm Water Permit; (3) prior to starting any Work at the Site prepare the Storm Water Management Plans and Storm Water Pollution Prevention Plans; and (4) take all necessary steps to monitor, report, enforce and otherwise implement and comply with the requirements of the Storm Water Permit, Storm Water Management Plans and Storm Water Pollution Prevention Plans and all Applicable Laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including without limitation, applicable requirements of the State Water Resources Control Board, Orange County Region Water Quality Control Board and municipal storm water management programs.

3.22.2. Copies of Reports. The Contractor shall provide copies of all reports and monitoring information to the District Project Manager.

3.22.3. Violations. The Contractor recognizes and understands that failure to comply with the requirements of the Storm Water Permit is a violation of federal and state law.

3.22.4. Condition of Payment. Compliance by the Contractor with the requirements of this Section 3.22 shall be a condition to the Contractor’s right to payment under its Applications for Payment.

3.22.5. Costs of Compliance. The Contractor represents and warrants that it has included in the Contract Sum all costs of compliance with the requirements of this Section 3.22.

3.23. Solid Waste Management

3.23.1. Compliance. Contractor shall comply with all provisions of Applicable Laws (including, without limitation, the requirements of the California Public Resources Code, rules and regulations of the California Integrated Waste Management Board and provisions of any Site-specific plans adopted by District) that are applicable to the activities of contractors performing construction or related activities on the Site.

3.23.2. Recycling. Without limitation to the foregoing, the Contractor shall take action to ensure that no less than ninety percent (90%) of marketable materials generated from the activities of the Contractor and Subcontractors on the Site that are not fully consumed in the performance of the Work are recycled.

3.23.3. Records. Contractor shall maintain, and make available to the District Project Manager upon request, complete and accurate records verifying its compliance with its obligations under this Section 3.23.

3.23.4. Condition of Payment. Compliance by the Contractor with the requirements of this Section 3.23 shall be a condition to the Contractor’s right to payment under its Applications for Payment.

3.23.5. Costs of Compliance. The Contractor represents and warrants that it has included in the Contract Sum all costs of compliance with the requirements of this Section 3.23.
4 CONSTRUCTION ADMINISTRATION

4.1. District Project Manager

4.1.1. Limitations on Authority. The District Project Manager shall have the authority to act on behalf of the District as expressly provided in the Contract Documents. Notwithstanding anything else set forth in the Contract Documents, that the District Executive Director of Facilities Planning and Purchasing has sole authority (absent separate written authorization by the District to: (1) obligate or commit the District to any payment of money; (2) obligate the District to any adjustment to the Contract Sum or Contract Time; (3) relieve the Contractor of any of its obligations under the Contract Documents; or (4) approve or order any Work involving Delay or Extra Work.

4.1.2. Removal by District. The District may, in its sole discretion, remove the District Project Manager, in which case all of the District Project Manager’s functions shall thereafter be performed by District or by another District Consultant designated by District.

4.1.3. Rights of District. All rights and authority conferred upon the District Project Manager constitute rights that the District may, in its discretion, exercise on its own behalf and without the advice, assistance or involvement of the District Project Manager.

4.2. District Consultants

4.2.1. Limitations on Authority. District Consultants do not have authority to: (1) obligate or commit the District to any payment of money; (2) obligate the District to any adjustment to the Contract Sum or Contract Time; (3) relieve the Contractor of any of its obligations under the Contract Documents; or (4) approve or order any Work involving Delay or Extra Work.

4.2.2. Rights of District. All rights and authority conferred upon the District Consultants constitute rights that the District may, in its discretion, exercise on its own behalf and without the advice, assistance or involvement of the District Consultants.

4.3. Administration of the Contract

4.3.1. General Provisions. District Project Manager will provide administration of the Project as described in the Contract Documents: (1) during design and construction; (2) until no earlier than the time that Final Payment is due; and (3) with the District's concurrence, from time to time, during the Guarantee to Repair Period.

4.3.2. Coordination of Separate Contractors. When directed to do so by District Project Manager, Contractor shall participate with the Separate Contractors and the District Project Manager in reviewing their construction schedules.

4.3.3. Observations of the Work. Observations by the District or other District Consultants of the Work shall be separate from any inspections which may be provided by others.

4.3.4. Means, Methods. Construction means, methods, techniques, sequence, procedures and safety precautions and programs in connection with the Work are the sole responsibility of Contractor. Without limitation to the foregoing, District, District Project Manager, Inspectors of Record and District Consultants will not: (1) have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or
procedures, or for safety precautions and programs in connection with the Work; (2) be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents; or (3) have control over, charge of, or responsibility for acts or omissions of the Contractor, the Subcontractors, the Subconsultants or their agents or employees, or of any other persons performing portions of the Work.

4.3.5. Communications. District Project Manager will be present on the Site during the performance of the Work for the purpose of providing contract administration and facilitating communications between the District, District Consultants, Contractor and other Project Team members retained by District. Unless otherwise provided in the Contract Documents or when direct communications have been specifically authorized, communications between the Contractor and District shall be through the District. Communications from Contractor and the Subcontractors or Subconsultants to Separate Contractors shall be through the District Project Manager. The Contractor shall not rely on oral or other non-written communications.

4.3.6. Applications for Payment. District Project Manager will review and certify all Applications for Payment by the Contractor. District Project Manager will forward the Contractors' Applications for Payment and Certifications for Payment to District for processing for payment.

4.3.7. Rejection of Work. District Project Manager has the authority to reject the Work that does not conform to the Contract Documents, whether or not such Work is fabricated, installed or completed. District Project Manager has the authority, whenever the District Project Manager considers it necessary or advisable for implementation of the intent of the Contract Documents, to require additional inspection or testing of the Work in accordance with Article 10, below, whether or not such Work is fabricated, installed or completed. Neither District Project Manager's authority to act under this Paragraph 4.3.7 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 District Project Manager to Contractor, Subcontractors, Subconsultants, their agents or employees, or other persons performing any portion of the Work.

4.3.8. Review of Submittals.

4.3.8.1. District Project Manager. District Project Manager's actions with respect to review and distribution of Submittals will be taken with such promptness as to cause no unreasonable Delay in the Work. Such review and other actions, including, without limitation, approval (if any) of Submittals, by District Project Manager is solely for the purpose of determining if a Submittal has been assembled to include those documents required by the Contract Documents to be included in such Submittal and does not constitute a review or approval of the design or other technical information contained therein.

4.3.8.2. District Consultants. District shall have the right, but not the obligation, to retain District Consultants to review and/or approve Shop Drawings, Product Data and Samples and other Submittals. Such action will be taken with such promptness as to cause no unreasonable Delay in the Work. A District Consultant’s review, approval or other action upon the Contractor's Submittals shall be for the limited purpose of checking for conformance with the Design Intent and is not conducted for the purpose of determining the
accracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.

4.3.8.3. Contractor Responsibility. Contractor is solely responsible, notwithstanding District’s or any District Consultant’s review, approval or other action taken with respect to a Submittal by Contractor, for the content and sufficiency of all Submittals. Without limitation to the foregoing, any review, approval or other action taken by District or a District’s Consultant with respect to a Submittal shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. Approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.3.9. Changes. District Project Manager will prepare Change Orders, Unilateral Change Orders and Field Orders. Following consultation with each other, District and District Project Manager will take appropriate action thereon in accordance with Article 7, below.

4.3.10. Completion. District Project Manager, with the assistance if necessary of the District Consultants, will conduct reviews of the Work to determine the dates of Substantial Completion and Final Completion and will receive and forward to the District any Close-Out Documents provided by Contractor.

4.4. Claims

4.4.1. Submission of Claims. All Claims by Contractor shall be submitted in accordance with the procedures set forth in this Section 4.4.

4.4.2. Arising of Claim.

4.4.2.1. Compensable Changes, Deleted Work. A Claim by Contractor involving a Contract Adjustment due to a Compensable Change or Deleted Work arises upon issuance of a decision denying, in whole or in part, Contractor's Change Order Request. Such Claim shall be prepared and submitted in accordance with the requirements of this Section 4.4, including, without limitation, Paragraphs 4.4.3 through 4.4.5, below.

4.4.2.2. Other Claims. Claims by Contractor other than those described in Subparagraph 4.4.2.1, above, arise at the time that District Project Manager receives written notice by Contractor of Contractor’s intent to file the Claim. Such notice of intent shall be given no later than three (3) Days after the Discovery Date relative to such circumstances (even if Contractor has not yet experienced a Loss or Delay due to such circumstances) and shall state the event or condition giving rise to the Claim and its probable effect, if any, upon the Contract Sum and Contract Time. Failure by Contractor to submit a Notice of Intent to file claim in accordance with this subparagraph shall, in accordance with the provisions of Section 4.7 of the General Conditions, constitute a waiver by Contractor of the right to further recourse or recovery upon such Claim by means of the Claims Dispute Resolution Process or by any other legal process otherwise provided for under Applicable Laws.
4.4.3. Content of Claims. A Claim by Contractor must include the following:

4.4.3.1. a statement that it is a Claim and a request for a decision on the Claim;

4.4.3.2. a detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;

4.4.3.3. supporting documentation as follows: (1) if the Claim involves a Contract Adjustment due to Compensable Change or Deleted Work, documentation demonstrating that a complete Notice of Change and Change Order Request were timely and properly submitted as required by Article 7, below; (2) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required by Article 7 and Article 8, below; and (3) if the Claim does not involve a Contract Adjustment on the basis of Compensable Change or Deleted Work, documentation demonstrating that a notice of intent to file the Claim was timely and properly submitted as required by Subparagraph 4.4.2.2, above;

4.4.3.4. a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (1) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on “total cost” calculations set forth in Paragraph 7.7.15, below; and (2) actual job cost records demonstrating that the costs have been incurred; and

4.4.3.5. a written certification, signed by a responsible managing officer or principal of Contractor’s organization who has the authority to sign contracts on behalf of Contractor and who has personally investigated the matters alleged in the Claim, in the following form: “I hereby certify under penalty of perjury that I am a managing officer or principal of _______________ (Contractor’s name) and that I have reviewed the Claim presented herewith on Contractor’s behalf and/or on behalf of ________________ (Subcontractor’s(s’) or Subconsultant’s(s’) name(s)) and that the following statements are, to the best of my knowledge after diligent inquiry into the circumstances of such Claim, true and correct: the facts alleged in or that form the basis for the Claim are true and accurate; I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading; I have, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor and Subconsultant, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the losses or damages alleged to have been suffered by Contractor and/or such Subcontractor or Subconsultant were in fact suffered in the amounts and for the reasons alleged in the Claim; I have, with respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor and Subconsultant, of any Tier, that is asserting all or any portion of the Claim) and confirmed that the delays or disruption alleged to
have been suffered by Contractor and/or such Subcontractor and Subconsultant were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and, Contractor has not received payment from District for, nor has Contractor previously released District from, any portion of the Claim.

Signature: ____________________________

Name: ________________________________

Title: ________________________________

Company: ____________________________

Date: ________________________________

4.4.4. Noncompliance. Failure by Contractor to comply with Paragraph 4.4.3, above, shall give District the right, without obligation, to return the Claim without any response.

4.4.5. Submission of Claims.

4.4.5.1. Time for Filing. All Claims and supporting documentation and certifications required to be submitted by Contractor must be submitted to the District Project Manager within thirty (30) Days after the Claim arises (as “arises” is defined in Paragraph 4.4.2, above). No Claims by Contractor shall be filed after Final Payment.

4.4.5.2. Condition Precedent. Contractor’s strict compliance with the requirements of this Section 4.4 as to a Claim shall be considered a condition precedent to Contractor’s right to initiate any legal proceedings with respect to such Claim.

4.4.5.3. Transmittal. Claims by Contractor shall be first submitted to the District Project Manager via the District for decision by the District.

4.4.6. Response to Claims by Contractor.

4.4.6.1. Claims under $50,000. Claims by Contractor that are less than Fifty Thousand Dollars ($50,000) shall be responded to by District by issuance of a Good Faith Determination of the Claim in writing within forty-five (45) Days of receipt of the Claim, unless District requests additional information or documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case District shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination of the Claim within the longer of either (1) fifteen (15) Days, or (2) the period of time taken by Contractor in producing the additional information or documentation.

4.4.6.2. Claims over $50,000. Claims by Contractor that are over Fifty Thousand Dollars ($50,000) shall be responded to by District by issuance of a Good Faith Determination of the Claim in writing within sixty (60) Days of receipt of the Claim, unless District requests additional information or
documentation of the Claim within thirty (30) Days of receipt of the Claim, in which case District shall respond to the Claim after receipt of the further information or documentation by issuing its Good Faith Determination within the longer of either (1) thirty (30) Days, or (2) the period of time taken by Contractor in producing the additional information or documentation.

4.4.7. Meet and Confer. If Contractor disputes District’s Good Faith Determination of a Claim by Contractor, or if District fails to respond within the prescribed time set forth in Paragraph 4.4.6, above, Contractor may so notify District, in writing, within fifteen (15) Days of Contractor’s receipt of District’s Good Faith Determination, or within fifteen (15) Days of District’s response due date in the event of a failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand, District shall schedule a meet and confer conference within thirty (30) Days of such demand for discussion of settlement of the dispute. If either District or Contractor determines that the meet and confer process has not been successful, it shall have the right to declare the meet and confer process closed by written notice to the other party so stating.

4.4.8. Finality of Decision. District’s Good Faith Determination issued pursuant to Paragraph 4.4.6, above, shall be deemed final: (1) on the fifteenth (15th) Day after Contractor’s receipt of District’s Good Faith Determination in the case of a failure by Contractor to demand an informal conference to meet and confer within the time period required by Paragraph 4.4.7, above; or (2) where Contractor has timely requested to meet and confer in accordance with Paragraph 4.4.7, above, upon receipt by either party of written notice by the other party declaring the meet and confer process closed. Except as otherwise stated in Section 4.5, below, the fact that a Good Faith Determination has become final, as described in this Paragraph 4.4.8, shall not be interpreted as meaning that the Good Faith Determination constitutes a binding and final resolution to Contractor’s rights or obligations in respect to the Claim or a waiver by the Contractor of the right to seek final resolution of the Claim in accordance with the Claims Dispute Resolution Process.

4.4.9. Claims Based on Differing Site Conditions.

4.4.9.1. Contractor Responsibility. Save and except as hereinafter provided in this Paragraph 4.4.9 for Contract Adjustments due to Differing Site Conditions, Contractor agrees at Contractor’s Own Expense to assume the risk and costs of Extra Work and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements.

4.4.9.2. Differing Site Conditions. Differing Site Conditions are those conditions located at the Site or in Existing Improvements and not otherwise ascertainable by Contractor in the performance of its obligations under Paragraph 3.2.12, above, and Paragraph 3.2.13, above, that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; (2) subsurface or concealed conditions at the Site or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information available to Contractor prior to the Final Proposal Submission Date; or (3) unknown physical conditions at the Site or concealed conditions in Existing Improvements.
Improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

4.4.9.3. Notice of Change. If Contractor encounters conditions it believes constitute Differing Site Conditions, then Contractor shall, before such conditions are disturbed, give Notice of Change as required by Paragraph 7.6.1, below, stating, without limitation, a detailed description and precise location of the conditions encountered.

4.4.9.4. Investigation by District. Upon receipt of notice from Contractor as required by Subparagraph 4.4.9.3, above, District shall promptly investigate Contractor’s report of Differing Site Conditions.

4.4.9.5. Change Order Request. If Contractor intends to seek a Contract Adjustment based upon Differing Site Conditions, it shall submit a complete and timely Change Order Request in accordance with Paragraph 7.6.2, below, setting forth its request for a Contract Adjustment.

4.4.9.6. Contract Adjustments. If, following Contractor’s compliance with its obligations under this Paragraph 4.4.9, District finds that Differing Site Conditions exist, then a Contract Adjustment shall be made for the resulting Compensable Change and Compensable Delay, in such amounts and durations as District determines according to a Good Faith Determination by District are reasonable and permitted by these General Conditions.

4.4.9.7. Waiver by Contractor. Failure by Contractor to strictly comply with the requirements of this Paragraph 4.4.9 concerning the timing and content of any notice or request for Contract Adjustment based on Differing Site Conditions shall, in accordance with the Provisions of Section 4.7 of these General Conditions, constitute a waiver by Contractor of the right to further recourse or recovery upon such Claim by means of the Claims Dispute Resolution Process or by any other legal process otherwise provided for under Applicable Laws.

4.4.9.8. Final Completion. No claim by Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.

4.4.10. Continuous Work. Contractor shall, notwithstanding the existence of a Claim by Contractor, maintain continuous performance, without interruption, suspension or slowing, of the Work and its other obligations (1) pending issuance of a Good Faith Determination of the Claim and (2) thereafter in compliance with the terms of such Good Faith Determination.

4.4.11. Claims by District. Claims by the District against the Contractor shall be submitted and resolved in accordance with the provisions of Section 4.5, below.

4.4.12. Waiver of Consequential Damages. Contractor and District waive all rights and claims against each other for consequential damages arising out of or relating to the performance or nonperformance of any obligation under the Contract Documents. This mutual waiver includes, without limitation, damages incurred by either the District or the Contractor for loss of use, loss of profit or income, loss of management or services, loss of productivity,
loss of financing or funding, loss of business reputation, loss of bonding and all consequential damages due to termination or suspension by the Contractor or District. Notwithstanding the foregoing, nothing contained in this Paragraph 4.4.12 shall be deemed to be a waiver of or limitation on: (1) the District’s or Contractor’s rights for recovery of liquidated damages permitted to District or Contractor under the terms of the Contract; (2) the District’s rights to recovery of Losses (including, without limitation, any direct, indirect or consequential Loss) that involves personal injury, death or damage to physical or tangible property of the District or of any other person or entity to whom the District is or may be liable; (3) District’s or Contractor’s rights of recovery for Loss due to willful misconduct or gross negligence; (4) District’s or Contractor’s rights of recovery under any policy of insurance; or (5) District’s express or implied rights of indemnification, including, without limitation, the District’s rights under Section 3.18, above.

4.5. Claims Dispute Resolution Process

4.5.1. Resolution of Claims by Contractor. Claims by Contractor not resolved under Section 4.4, above, shall be resolved in accordance with the Claims Dispute Resolution Process set forth in this Section 4.5, which shall exhaust any administrative remedies necessary before filing any legal action.

4.5.2. Resolution of Claims by District. Claims by District shall be resolved in accordance with the Claims Dispute Resolution Process set forth in this Section 4.5. The process detailed in this section must be followed by the parties before any party may proceed to litigation related to the claims.

4.5.3. Resolution of Other Disputes. Disputes between District and Contractor that do not constitute Claims by Contractor or District shall be resolved first by utilization of the internal Claims resolution process detailed in this section. If any dispute is not fully resolved in this manner, at the discretion of either party, such resolution may occur by way of an action filed in the Superior Court of the State of California, County of Orange, only.

4.5.4. Submission of Dispute.

4.5.4.1. By Contractor. Contractor’s right to commence the Claims Dispute Resolution Process shall arise upon District's written response denying all or part of a Claim becoming final as provided in Paragraph 4.4.8, above. Contractor shall initiate the Claims Dispute Resolution Process by submitting a written Statement of Dispute to District Project Manager within the earlier of either (1) sixty (60) Days after the decision by District on Contractor’s Claim has become final under Paragraph 4.4.8, above, or (2) submission by Contractor of its Application for Payment requesting Final Payment. Failure by Contractor to submit a statement of dispute in respect to a Claim that has become final pursuant to Paragraph 4.4.8, above, within the earlier of said 60-day time period or Contractor’s submission of its application for payment requesting final payment shall result in the District’s Good Faith Determination of the Claim becoming final and binding upon Contractor and shall, in accordance with the provisions of section 4.7 below, constitute a waiver by Contractor of the right to further recourse or recovery upon such Claim by means of the Claims Dispute Resolution Process or by any other
legal process otherwise provided for under Applicable Laws. Contractor’s Statement of Dispute shall be signed under penalty of perjury and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of Contractor under the Contract. Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to an adjustment to Contractor’s obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each Delay on Contractor’s time for performance. Adequate supporting data to a Statement of Dispute submitted by Contractor involving Contractor’s compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

4.5.4.2. By District. District's right to commence the Claims Dispute Resolution Process shall arise at any time following District's actual discovery of the circumstances giving rise to a Claim by District. A Statement of Dispute shall be submitted by District to Contractor within sixty (60) Days of such discovery, which statement shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by District as a result of such events.

4.5.5. Claims Dispute Resolution Process. District and Contractor shall each participate fully and in good faith in each step and level in the Claims Dispute Resolution Process in the sequence they appear in Subparagraphs 4.5.5.1 and 4.5.5.2, below. Such good faith on the part of a party shall be a condition precedent to the right of that party to proceed to the next step and level in the Claims Dispute Resolution Process; provided, however, that nothing stated in this Paragraph 4.5.4 or elsewhere in these General Conditions shall be interpreted as limiting the right of Contractor to bring any litigation at the conclusion of the Dispute Resolution Process .

4.5.5.1. First Step: Stepped Negotiations.

4.5.5.1.1. Project Level Negotiations. A Project-level representative of District and a project-level representative of Contractor (consisting of Contractor’s project manager assigned to the Project) shall meet as soon as possible (but not later than seven (7) Days after receipt by the responding party of a Statement of Claim) in a good faith effort to negotiate a resolution to the Claim. If the Claim involves the assertion of a right or claim by a Subcontractor or Subconsultant, of any Tier, that in turn being asserted by Contractor against District (“Pass-Through Claim”), then such Subcontractor or Subconsultant shall also have a Project-level representative present of comparable seniority to Contractor’s negotiating representative. Upon completion of the meeting, if the Claim is not resolved, Contractor and District may either continue the Project Level Negotiations or either of Contractor or District may declare in writing the Project Level Negotiations ended. All discussions
that occur during the Project Level Negotiations and all documents prepared solely for the purpose of Project Level Negotiations shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.

4.5.5.1.2. Mid-Management Level Negotiations. If the Project Level Negotiations fail to resolve the Claim, then a management representative of District (consisting of a representative of Program Manager) and a management representative of Contractor (consisting of a representative at the level of vice-president or general operations manager) shall meet as soon as possible, but no later than seven (7) Days after the end of the Project Level Negotiations, in a good faith effort to negotiate a resolution to the Claim. If the Claim involves a Pass-Through Claim by a Subcontractor or Subconsultant, then such Subcontractor or Subconsultant shall also have a Project representative present of comparable seniority to Contractor’s negotiating representative. Upon completion of the meeting, if the Claim is not resolved, Contractor or District may either continue the Mid-Management Level Negotiations or either of Contractor or District may declare in writing the Mid-Management Level Negotiations ended. All discussions that occur during the Mid-Management Level Negotiations and all documents prepared solely for the purpose of the Mid-Management Level Negotiations shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.

4.5.5.1.3. Senior Management Level Negotiations. If the Mid-Management Level Negotiations fail to resolve the Claim, then a senior management representative of District (consisting of the Executive Director) and a senior management representative of Contractor (consisting of a representative at the level of owner, president or chief executive officer) shall meet as soon as possible, but no later than seven (7) Days after the end of the Mid-Management Level Negotiations, in a good faith effort to negotiate a resolution to the Claim. If the Claim involves a Pass-Through Claim by a Subcontractor or Subconsultant, then such Subcontractor or Subconsultant shall also have a Project representative present of comparable seniority to Contractor’s negotiating representative. Upon completion of the meeting, if the Claim is not resolved, Contractor or District may either continue the Senior Management Level Negotiations or either of Contractor or District may declare in writing the Senior Management Level Negotiations ended. All discussions that occur during the Senior Management Level Negotiations and all documents prepared solely for the purpose of the Senior Management Level Negotiations shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.
4.5.5.2. Second Step: Mediation. Any Claim that remains unresolved after completion of stepped negotiations conducted pursuant to Subparagraph 4.5.5.1, above, and that a party wishes to pursue further shall be submitted to non-binding mediation before a mutually acceptable third party mediator in accordance with the following provisions:

4.5.5.2.1. Qualifications of Mediator. The parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

4.5.5.2.2. Submission and Selection. The party initiating mediation of a Claim shall provide written notice to the other party of its decision to mediate. In the event the parties are unable to agree upon a mediator within fifteen (15) Days after the receipt of such written notice, then the parties shall submit the matter to the American Arbitration Association (AAA) at its Orange County Regional Office for selection of a mediator in accordance with the AAA Construction Industry Mediation Rules.

4.5.5.2.3. Location. The location of the mediation shall be at the offices of District.

4.5.5.2.4. Costs. The AAA fees and mediator’s fees and costs shall be shared equally by the parties to the mediation. If the Claim involves a Pass-Through Claim by a Subcontractor or Subconsultant, then such Subcontractor or Subconsultant shall be considered a party to such mediation for purposes of allocating responsibility for the costs of the mediation. If a Subcontractor or Subconsultant refuses to pay its allocable share, such share shall, without limitation to any right of Contractor to recover such costs from the Subcontractor or Subconsultant, be paid by the Contractor.

4.5.5.2.5. Privileges. All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code §§1119, 1120 and 1152.

4.5.5.2.6. End of Mediation. District or Contractor may, if either determines in good faith that further mediation would not be productive, declare in writing the end of the mediation.

4.5.6. Participation Not a Waiver. Participation in the Claims Dispute Resolution Process shall not constitute a waiver, release or compromise of any defense of either party, including, without limitation, any defense of District that is based on the assertion that the rights of Contractor were previously waived by Contractor due to failure to comply with the Contract Documents, including, without limitation, Contractor’s failure to comply with any time periods for providing notices or for submission of Claims or supporting documentation of Claims.
4.5.7. Continuous Work. Contractor shall maintain continuous, expeditious and uninterrupted performance of the Work throughout the duration of the Claims Dispute Resolution Process.

4.6. Notice of Third Party Claims. The District shall provide notification to the Contractor within a reasonable time after receipt of any third-party claim relating to the Contract. The District shall be entitled to recover from the Contractor its reasonable costs of providing such notification.

4.7. WAIVERS OF RIGHTS BY CONTRACTOR. DISTRICT AND CONTRACTOR ACKNOWLEDGE THAT IT IS IN THE INTERESTS OF BOTH PARTIES THAT CHANGES, DELAYS AND CLAIMS BE IDENTIFIED, QUANTIFIED, EVALUATED AND FINALLY RESOLVED PROMPTLY, CONTEMPORANEOUSLY WITH THE CIRCUMSTANCES FROM WHICH THEY ARISE, AND THAT THERE BE CERTAINTY WITH RESPECT TO THE FINALITY OF ANY RESOLUTION OF RELATED DISPUTES. ON THOSE PREMISES, AND IN FURTHER RECOGNITION OF THE FACT THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO QUANTIFY, DEMONSTRATE OR PROVE THE HARM TO DISTRICT IF ANY OF THE FOREGOING PREMISES IS NOT ACHIEVED DUE TO A FAILURE BY CONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONCERNING TIMELY NOTICE OR SUBMISSIONS OF NOTICES AND CLAIMS RELATING TO CHANGES, DELAY AND CONTRACT ADJUSTMENTS, DISTRICT AND CONTRACTOR AGREE THAT FAILURE BY CONTRACTOR TO CONFORM TO SUCH REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL IN AND OF ITSELF CONSTITUTE SUFFICIENT CAUSE AND GROUNDS, WITHOUT THE NECESSITY OF DISTRICT DEMONSTRATING ANY ACTUAL HARM OR PREJUDICE, FOR IMPOSING UPON CONTRACTOR A FULL AND UNCONDITIONAL WAIVER BY CONTRACTOR OF ITS RIGHT TO A CONTRACT ADJUSTMENT AND OF ITS RIGHTS AND RECOOURSE FOR RECOVERY OF LOSS BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

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5 SUBCONTRACTORS AND SUBCONSULTANTS

Subcontracting. In accordance with Education Code section 81704(c), all subcontracts with Subcontractors who are not Contractor Members, and who are not proposed Contractor Members, shall be awarded according to a publicly-advertised process that provides for public notice of the availability of work to be subcontracted, and a fixed date and time on which the subcontracted work will be awarded, and shall be afforded the protections contained in Chapter 4, (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.

The Contractor has the discretion to procure each individual Subcontractor based on one of the following optional methods:

Option (1) A competitive bidding process resulting in lump-sum bids by prequalified entities for an award made on the basis of the lowest responsible bid; or,

Option (2) To the responsible proposer determined to be the Best Value to the Design Build Entity. “Best Value” shall be determined from the following minimum scoring criteria factors, each representing ten (10) percent of the total weight or consideration given to all criteria factors: price, technical expertise, life cycle costs over 15 years or more, skilled labor force availability, and acceptable safety record. The remaining fifty (50) percent of the Best Value score shall be based on source selection procedures, and project specific criteria developed by the Design Build Entity. Option (3) (below) may be included as a weighted factor to allocate points to firms that qualify as small and historically underutilized businesses; or,

Option (3) To meet or exceed the Design Build Entity’s outreach goals in its Subcontracting Plan for Small and Historically Underutilized Businesses, and procure and retain Subcontractors certified as or eligible for certification as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Disabled Veteran Business Enterprise (DVBE), or Women Business Enterprise (WBE). The Design Build Entity shall provide validation to the District that such subcontracted business categorically qualifies as a small and historically underutilized business.

5.1 Substitution

5.1.1 Substitutions Allowed. There shall be no substitution of or addition to the Subcontractors except as permitted by Chapter 4 (§§4100 et seq.), Division 2, Part 1 of the California Public Contract Code (the “Act”).

5.1.2 Contractor’s Own Expense. Any increase in the cost or time of performance of the Work resulting from the replacement, substitution or addition of a Subcontractor or Subconsultant shall be borne solely by Contractor at Contractor’s Own Expense.

5.1.3 Substantiation of Compliance. At any time during performance of the Work it shall be the responsibility and burden of Contractor, if requested by District, to present complete and accurate evidence demonstrating by clear and convincing evidence that Contractor is, and all times during and after the Request for Proposal process and Award of the Contract was, in full compliance with all of the applicable provisions of the Act. Failure by Contractor to present such evidence when requested shall be deemed a breach of this Section 5.1 and of the Act, thereby entitling District to exercise any or all of its rights and remedies under the Contract Document or Applicable Laws, including, without limitation, the right to cancel the Contract or assess any penalties provided for by the Act.
5.1.4. Splitting Prohibited. Any attempt by Contractor to avoid compliance with the Act, such as, but not limited to, by splitting the work of subcontracts with Subcontractors into separate contracts or change orders so as to not exceed the monetary threshold of the Act applicable to listing of Subcontractors, is strictly prohibited.

5.1.5. Surety Bond and Finance Assistance Program. Failure of any Subcontractor receiving assistance under the Surety Bond and Finance Assistance Program to comply with its obligations under the Surety Bond and Finance Assistance Program shall be deemed a grounds for District to require substitution by Contractor of such Subcontractor.

5.2. Contractual Relations

5.2.1. Written Agreements. Contractor shall, by written agreement entered into between the Contractor and each Subcontractor and Subconsultant, require each Subcontractor and Subconsultant to the extent of the Work to be performed by the Subcontractor or Subconsultant, to be bound to Contractor by terms of the Contract Documents and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward District. Each subcontract agreement shall preserve and protect the rights of District under the Contract Documents with respect to the Work to be performed by the Subcontractor or Subconsultant so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor and Subconsultant, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against District. Contractor shall require each first-Tier Subcontractor and Subconsultant to enter into similar agreements with their sub-subcontractors and sub-subconsultants. Copies of applicable portions of the Contract Documents shall be made available by Contractor to the first-Tier Subcontractors and Subconsultants and each Subcontractor and Subconsultant of the first-Tier shall similarly make copies of such Contract Documents available to each Subcontractor and Subconsultant of a lower-Tier with which it contracts. Without limitation to the foregoing, each contract that is entered into by a Subcontractor or Subconsultant, of any Tier, shall, without limitation, require the Subcontractor or Subconsultant:

5.2.1.1. To perform the Work in accordance with the terms of the Contract Documents;

5.2.1.2. To assume toward Contractor all the obligations and responsibilities which Contractor assumes toward District by the Contract Documents;

5.2.1.3. To preserve and protect the rights of District under the Contract Documents with respect to the Work to be performed by the Subcontractor or Subconsultant so that subcontracting thereof will not prejudice such rights;

5.2.1.4. To waive all rights (including, without limitation, rights of subrogation) that the Subcontractor or Subconsultant or its insurers may have against District and others required by the Contract Documents to be named as additional insureds for Losses covered by insurance carried by Contractor or District, except for such rights as the Subcontractor may have to the proceeds of such insurance held by District or such other additional insured;

5.2.1.5. To afford District and entities and agencies designated by District the same rights and remedies afforded to them under the Contract Documents with
respect to access to, and the right to audit and copy, at District's cost, all of
the Subcontractor’s or Subconsultant’s books, records, contracts,
correspondence, instructions, drawings, receipts, vouchers, purchase orders,
memoranda and other records and documents relating to the Work and
requiring the Subcontractor or Subconsultant to preserve all such records and
other items for a period of at least four (4) years after Final Completion;

5.2.1.6. To recognize the rights of the District under Section 5.3, below, including,
without limitation, the District’s right to (1) accept assignment of the
Subcontractor’s or Subconsultant’s agreement, (2) accept assignment of
Contractor’s rights as principal under a performance bond furnished by a
first-Tier Subcontractor, (3) to retain the Subcontractor or Subconsultant
pursuant to the terms of its agreement with Contractor to complete the
unperformed obligations under its agreement, and (4) if requested by the
District, require that the Subcontractor or Subconsultant execute a written
agreement on terms acceptable to the District confirming that the
Subcontractor or Subconsultant is bound to the District under the terms of its
agreement with Contractor;

5.2.1.7. To submit applications for payment, requests for change
orders and extensions of time and claims, and to comply with all other notice and
submission requirements of the Contract Documents, sufficiently in advance
to allow Contractor time to comply with its obligations under the Contract
Documents;

5.2.1.8. To purchase and maintain insurance in accordance with the requirements of
the Contract Documents;

5.2.1.9. To defend and indemnify the Indemnitees on the same terms as provided in
Section 3.18, above;

5.2.1.10. To comply with the nondiscrimination (Article 15, below) and prevailing
wage (Section 3.19, above) provisions of these General Conditions;

5.2.1.11. to provide for a right of termination for convenience by Contractor that limits
the Subcontractor’s or Subconsultant’s right to compensation to an allocable
share of the price in its agreement that corresponds to the percentage of the
Work properly performed by the Subcontractor or Subconsultant, with no
additional sum payable for any other Losses, including, without limitation,
prospective damages, lost profits or consequential damages, of any kind;

5.2.1.12. To provide that time is of the essence to each of the Subcontractor’s or
Subconsultant’s obligations; and

5.2.1.13. to require compliance with the Labor Compliance Program.

5.2.2. Copies. The Contractor shall, promptly after their execution, furnish to the District
Project Manager Project Manager true, complete, and executed copies of all contracts
with the Subcontractors and Subconsultants and amendments, modifications and change
orders thereto. Progress payments shall not be made for items of the Work for which the
District has not received such documents.
5.2.3. **No Brokering.** The Contractor shall not permit any portion of the Work to be contracted to a firm acting as broker, factor or other entity not actually performing a substantial portion of the Work with its own forces.

5.2.4. **Third-Party Rights.** Contractor acknowledges that District is an intended third-party beneficiary to all contracts between Contractor and its first-Tier Subcontractors and Subconsultants. Such acknowledgement is without limitation to any rights that District may have under Applicable Laws as a third party beneficiary to such contracts. Notwithstanding the foregoing or anything else to the contrary in the Contract Documents, there is no intent on the part of District or Contractor to create any rights (including, without limitation, third-party beneficiary rights) in favor of any Subcontractor or Subconsultant, of any Tier, against District and nothing contained in the Contract Documents and no course of conduct, act or omission on the part of District shall be construed as creating a direct or indirect contractual right in favor of any Subcontractor or Subconsultant, of any Tier, and against District.

5.2.5. **All Tiers.** It is the Contractor’s obligation to see to it that all obligations of the Contractor are assumed by (or, “flow down”) to the Subcontractors and Subconsultants, of every Tier, by the inclusion of contractual provisions requiring each of the Subcontractors and Subconsultants, of every Tier, to bind not only themselves but their lower-Tier Subcontractors and Subconsultants to the obligations assumed by Contractor under the Contract Documents.

5.3. **Contingent Assignment**

5.3.1. **Contingent Assignment.** Contractor hereby assigns to District, or to such person or entity as District, in its sole and absolute discretion, designates, all of its interest in subcontracts entered into by Contractor with its first-Tier Subcontractors and Subconsultants. If a first-Tier Subcontractor has provided a performance bond, then Contractor’s rights under such performance bond are likewise hereby deemed contingently assigned to District or its designee and provision shall be made in the performance bond for surety’s consent to such contingent assignment.

5.3.2. **Acceptance by District.** The contingent assignments provided for by this Section 5.3 will be effective only as to those subcontracts and performance bonds which District or its designee accepts in writing. District or its designee may accept any such assignment at any time during the course of the Work and prior to Final Completion. Such contingent assignments are part of the consideration to District for entering into the Contract with Contractor and may not be withdrawn prior to Final Completion.

5.3.3. **District Obligation.** District’s or its designee’s sole obligation in the event it accepts a contingent assignment of a subcontract under this Section 5.3 shall be to pay in accordance with the terms of such subcontract for Work performed after written notice of acceptance of such assignment. In the event District directs that such assignment be made to District’s designee, then such designee only, and not District, shall be solely liable under such assignment for Work performed after written notice of acceptance of such assignment.

5.4. **Communications by District.** District and the District Project Manager shall have the right to communicate, orally or in writing, with the Subcontractors and Subconsultants with respect to matters that are related to the Contractor’s performance of its obligations under the Contract Documents. Except as otherwise provided in the Contract or these General Conditions, the
Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create, or be interpreted as creating, any contractual relationship between the District or the District Project Manager and any of the Subcontractors or Subconsultants.

5.5. No Third Party Rights. Nothing contained in the Contract Documents shall create any contractual relationship between any of the Subcontractors or Subconsultants and the District or the District Project Manager, except (as to the District only) when, and only to the extent that, the District elects to accept the assignment of the contract between the Contractor and such Subcontractor or Subconsultant pursuant to Section 5.3, above.

5.6. Document Availability. The Contractor shall make available to each proposed Subcontractor and Subconsultant with whom it enters into a contract or agreement for performance of any portion of the Work, prior to the execution of the contract or agreement, copies of the Contract Documents to which the Subcontractor will be bound so as to ensure that all matters disclosed thereby are taken into consideration and included in the terms of such contracts and shall identify to such Subcontractor or Subconsultant the terms and conditions of the proposed contract or agreement which may be at variance with the Contract Documents.

5.7. No Liability of District. Nothing set forth in this Article 5, and no action taken by the District or the District Project Manager with respect to review or approval of the Subcontractors or Subconsultants, or their contracts or agreements, shall impose any liability or responsibility upon the District nor relieve the Contractor of its responsibilities under the Contract Documents or Applicable Laws.

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6 DISTRICT’S OWN FORCES AND SEPARATE CONTRACTORS

6.1. District’s Own Forces and Separate Contractors

6.1.1. Right of District. District reserves the right to perform construction or operations related to the Project with District's own forces and to award other contracts to Separate Contractors in connection with other portions of the Project or other construction or operations on the Site.

6.1.2. Separate Contractors. Contractor shall ascertain to its own satisfaction the scope of the Project and the nature of any other contracts that have been or may be awarded by District to Separate Contractors in prosecution of the Project. Except where District has negligently directed the actions of the Separate Contractors, Contractor shall look solely to such Separate Contractors, and District shall not be responsible, for any Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor or the Subcontractors or Subconsultants, of any Tier, resulting directly or indirectly from the conduct of such work by the Separate Contractors. If Contractor deems that direction from District is needed to assist Contractor in avoiding or minimizing any such Losses, Contractor shall notify District and District shall, if such request is reasonable, provide such direction to the Separate Contractor or authorize Contractor to give such direction on District’s behalf.

6.1.3. Coordination. Nothing in the Contract Documents creates or will create any duty on the part of District to coordinate the Work of Contractor with the work of Separate Contractors. Contractor and Separate Contractors will coordinate all work with the other so as to facilitate the general progress of the Project. Contractor agrees that any recovery of Losses for which Contractor is not provided a right or recovery by means of a right to Contract Adjustment for Compensable Change or Compensable Delay, that are suffered by Contractor due to a failure by a Separate Contractor to coordinate its work with the Work of Contractor will be sought directly against the Separate Contractors as set forth elsewhere in this Article 6.

6.1.4. Disputes. Contractor and District agree that Separate Contractors in direct contractual privity with District are third party beneficiaries of the Contract Documents, but only to the extent of claims and causes of action against Contractor arising out of or resulting from Contractor’s performance or failure of performance under the Contract Documents or any act or omission of Contractor or the Subcontractors and Subconsultants causing Loss to such Separate Contractors. Contractor consents to being sued by Separate Contractors for Losses caused by Contractor or any of the Subcontractors and Subconsultants. Contractor hereby waives lack of privity of contract with such Separate Contractors as a defense to such actions.

6.1.5. Remedy. If Contractor as a result of the acts or omissions of one or more of the Separate Contractors suffers a Loss that is not compensated by means of a right given to Contractor under the Contract Documents to a Contract Adjustment, then Contractor’s sole remedy is to assert a claim or cause of action directly against the Separate Contractor(s) causing the Loss and Contractor hereby releases, acquits, holds harmless and forever discharges District of and from any and all liability for such Loss.

6.2. Mutual Responsibility
6.2.1. Use of Site. Nothing contained in the Contract Documents shall be interpreted as granting Contractor exclusive use or occupancy of the Site. Contractor shall afford District's own forces and the Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities.

6.2.2. Adjoining Work. If part of Contractor's performance of the Work depends for proper execution or results upon construction or operations by District's own forces or Separate Contractors, Contractor shall, prior to proceeding with that portion of the Work, carefully inspect such construction and operations and promptly report to the District Project Manager apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Contractor will be responsible, at Contractor's Own Expense, for Losses to District resulting from any such discrepancies or defects not reported in accordance with this Paragraph 6.2.2 that were apparent or that should have been apparent to Contractor on careful inspection.

6.2.3. Damage. Contractor shall promptly remedy Loss caused by Contractor or its Subcontractors or Subconsultants to completed construction or partially completed construction on the Site, or to property of District or the Separate Contractors.

6.2.4. Disputes. Contractor shall notify the District Project Manager in writing within three (3) Days if it believes it has experienced or is experiencing any Delay or Loss due to the activities of District's own forces or the Separate Contractors or in the event of any dispute with District's own forces or a Separate Contractor.

6.2.5. Settlement of Disputes. If Contractor or any Subcontractor or Subconsultant causes a Loss to a Separate Contractor, then Contractor will promptly settle the matter directly with the Separate Contractor and will defend, indemnify and hold District and the other Indemnitees harmless from any and all effects of such Loss in accordance with the terms of Section 3.18, above.

6.3. Allocation of Clean Up Cost. If a dispute arises among Contractor, the Separate Contractors and/or District as to the responsibility for maintaining the Site and surrounding area free from waste materials and rubbish, District may clean up such waste materials and rubbish and allocate the cost among those responsible as District determines to be just.

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7 CHANGES IN THE WORK

7.1. Changes

7.1.1. General. District is authorized to make Changes in the Work in accordance with the provisions of this Article 7.

7.1.2. Contract Adjustments. Contract Adjustments shall only be permitted as follows: (1) the Contract Sum shall only be adjusted by means of a Change Order or Unilateral Change Order for Compensable Change, Deleted Work or Compensable Delay; and (2) the Contract Time shall only be adjusted by means of a Change Order or Unilateral Change Order for Excusable Delay, Compensable Delay or Deleted Work. All Contract Adjustments to the Contract Sum shall conform, without limitation, to the requirements of this Article 7. All Contract Adjustments to the Contract Time shall conform to the applicable requirements of this Article 7 and to the requirements of Article 8, below.

7.1.3. Exclusive Rights. The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Contractor’s exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that Contractor has under Applicable Laws for recovery or relief on account of Loss or Delay in connection with performance of the Work, it being the intent of the District and Contractor by so agreeing that if circumstances arise for which the Contract Documents do not provide to Contractor an express right to a Contract Adjustment, then such omission of any express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

7.1.4. No Written Authorization. Without limitation to any other provisions of the Contract Documents expressly or impliedly requiring performance of Work at Contractor’s Own Expense, any Change performed by Contractor pursuant to any direction other than a duly authorized and executed Change Order, Unilateral Change Order or Field Order shall be paid for by Contractor at Contractor’s Own Expense.

7.1.5. Prompt Performance. Subject to the procedures set forth in this Article 7 and elsewhere in the Contract Documents, all Changes shall be performed promptly and without Delay.

7.1.6. DSA Approval. Changes to the DSA-approved Drawings and Specifications shall be made by revised Drawings and Specifications that have been approved by DSA and incorporated in an Addendum, Change Order or Unilateral Change Order, as required by §4-338, Part I, Title 24 of the California Code or Regulations.

7.1.7. Changes to Project Criteria. Project Criteria may be modified prior to execution of the Contract only by RFP Addendum. Project Criteria may be modified after execution of the Contract only by issuance of a Change Order or Unilateral Change Order that includes on its face page and in bold letters, the words “APPROVED DEVIATION”.

7.2. Signatures and Authorizations
7.2.1. Parties. A Change Order shall be executed by and between the District and Contractor. A Unilateral Change Order shall be executed by the District. Field Orders shall be executed in accordance with Section 7.5, below.

7.2.2. Form. Change Orders, Unilateral Change Orders and Field Orders shall be executed using forms furnished by District Project Manager or, if requested by District, using forms furnished by Contractor that are approved by District Project Manager.

7.2.3. Written Authorization. Contractor shall not be entitled to Contract Adjustment by Change Order or Unilateral Change Order except as authorized in a writing that is signed as follows:

7.2.3.1. Under 3%/$100,000: Contract Adjustments to the Contract Sum that, in the gross aggregate (as defined in Subparagraph 7.2.3.5, below), are less than or equal to the lesser of either: (1) three percent (3%) of the Contractor's Base Price as adjusted for Alternates accepted by the District; or (2) One Hundred Thousand Dollars/no cents ($100,000.00), must be authorized in writing, prior to performance of the Work affected thereby, in a Change Order, Unilateral Change Order or Field Order that is signed by the District Project Manager and the Executive Director of Facilities Planning and Purchasing or that is authorized by means of either of the methods for authorization set forth in Subparagraph 7.2.3.2 or Subparagraph 7.2.3.3, below.

7.2.3.2. Under 5%/$250,000: Contract Adjustments to the Contract Sum that, in the gross aggregate (as defined in Subparagraph 7.2.3.5, below), exceed the limit set forth in Subparagraph 7.2.3.1, above, and are less than or equal to the lesser of either: (1) five percent (5%) of the Contractor's Base Price as adjusted for Alternates accepted by the District; or (2) Two Hundred Fifty Thousand Dollars/no cents ($250,000.00), must be authorized in writing, prior to performance of the Work affected thereby, in a Change Order, Unilateral Change Order or Field Order that is signed by the District Project Manager and Executive Director of Facilities Planning and Purchasing or that is authorized in the manner set forth in Subparagraph 7.2.3.3, below.

7.2.3.3. Over 5%/$250,000: Contract Adjustments to the Contract Sum that, in the gross aggregate (as defined in Subparagraph 7.2.3.5, below), exceed the limit set forth in Subparagraph 7.2.3.2, above, must be authorized in writing, prior to performance of the Work affected thereby, in a Change Order, Unilateral Change Order or Field Order that is signed by District Project Manager and Executive Director of Facilities Planning and Purchasing.

7.2.3.4. California Education Code §81655: Nothing stated in this Section 7.2 or elsewhere in the Contract Documents shall be interpreted as altering the requirements of California Education Code §81655 pertaining to approval or ratification by the Board of Trustees of contracts and modifications to contracts entered into by the District. Such approval or ratification by the Board of Trustees shall not, however, constitute a condition to the Contractor’s obligation to perform the Work, including any Extra Work, that Contractor is directed to perform by a Change Order or Unilateral Change Order that is signed in the manner required by the applicable provisions of Subparagraphs 7.2.3.1 through 7.2.3.3, above, or that Contractor is directed...
to perform by Field Order that is signed in the manner required by Section 7.5, below.

7.2.3.5. "Gross Aggregate" Defined. For purpose of calculating the threshold percentages set forth in Subparagraphs 7.2.3.1 through 7.2.3.3, above, “gross aggregate” means the total obtained by taking the deductive Contract Adjustments to the Contract Sum by Change Order, Unilateral Change Order and Field Order for Deleted Work and adding them to (rather than subtracting them from) the additive Contract Adjustments to the Contract Sum by Change Order, Unilateral Change Order and Field Order for Compensable Changes.

7.2.3.6. Changes to Authorizations. The District reserves the right, exercised in its sole discretion by and through its Vice Chancellor, to unilaterally change the list of persons or entities set forth in this Paragraph 7.2.3 as having authority to authorize Contract Adjustments and/or to specify a separate list of persons or entities having authority to authorize Contract Adjustments. Such right shall be exercised by written notice to the Contractor specifying the particulars of such changes or additions affecting authorizations by District.

7.2.4. Written Authorization of Essence. It is of the essence to the Contract between the Contractor and the District that all contract adjustments must be authorized in advance, in writing, as required by this Article 7. Accordingly, no verbal directions, course of conduct between the parties, or express or implied acceptance of changes or of the work, and no claim that the District has been unjustly enriched (whether or not there has been such enrichment) shall be the basis for a contract adjustment if the Contractor has not obtained advance written authorization in the manner required by this Article 7.

7.3. Change Order

7.3.1. Purpose. The purpose of a Change Order is to establish the terms of the District’s and Contractor’s mutual agreement to a Contract Adjustment.

7.3.2. Content. A Change Order is a written instrument, prepared by the District, stating:

7.3.2.1. a Compensable Change or Deleted Work;

7.3.2.2. a Compensable Delay or Excusable Delay;

7.3.2.3. the amount of the Contract Adjustment, if any, to the Contract Sum; and/or

7.3.2.4. the extent of the Contract Adjustment, if any, to the Contract Time.

7.4. Unilateral Change Order

7.4.1. Purpose. The purpose of a Unilateral Change Order is to establish the District’s estimate of the undisputed amount of an otherwise disputed Contract Adjustment.

7.4.2. Good Faith Determination. The District's estimate in a Unilateral Change Order of a Contract Adjustment shall be based upon a Good Faith Determination by District of the Contract Adjustment to the Contract Sum and/or Contract Time that is appropriate under the circumstances and consistent with the terms of the Contract Documents.
7.4.3. Claim by Contractor. If Contractor disputes any portion of the District’s Good Faith Determination of the Contract Adjustment that is set forth in a Unilateral Change Order, Contractor shall file within thirty (30) Days after issuance of the Unilateral Change Order by District a Claim pursuant to Section 4.4, above. The amount of the Contract Adjustment requested in the Claim shall not exceed the difference between the amount (either in terms of dollar amount or amount of time extension) of the Contract Adjustment requested by Contractor and the amount (either in terms of dollar amount or amount of time extension) of the Contract Adjustment granted in the Unilateral Change Order. Contractor shall have no reserved right, and hereby waives any such right that may exist under Applicable Law, to seek in such Claim a Contract Adjustment or recovery that is based upon any amount (either in terms of dollar amount or amount of time extension) that is in excess of such difference.

7.4.4. Waiver by Contractor. FAILURE BY CONTRACTOR TO SUBMIT A CLAIM PURSUANT TO SECTION 4.4, ABOVE, WITHIN THIRTY (30) DAYS AFTER ISSUANCE OF A UNILATERAL CHANGE ORDER BY DISTRICT SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY, EITHER BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS, BASED ON AN ASSERTION THAT THE AMOUNT OF THE CONTRACT ADJUSTMENT ON ACCOUNT OF THE CHANGE OR DELAY DESCRIBED IN SUCH UNILATERAL CHANGE ORDER SHOULD BE DIFFERENT THAN THE AMOUNT OF THE CONTRACT ADJUSTMENT SET FORTH IN SUCH UNILATERAL CHANGE ORDER.

7.5. Field Orders

7.5.1. Purpose. The purpose of a Field Order is to: (1) direct the performance of a Minor Change; (2) direct performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment; or (3) establish a mutually agreed basis for compensation to Contractor for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of complete substantiation and evaluation of the Contract Adjustment therefore.

7.5.2. Authorization.

7.5.2.1. Contract Adjustments. Field Orders setting forth an agreement between District and Contractor on a Contract Adjustment must be authorized as provided in Paragraph 7.2.3, above.

7.5.2.2. Minor Change. A Field Order for a Minor Change may be authorized by the District Project Manager and the Executive Director of Facilities Planning and Purchasing.

7.5.2.3. Non-Change. A Field Order for the performance of Extra Work that sets forth the Contractor’s agreement that the Field Order is not a Change to the Work and does not involve a Contract Adjustment to the Contract Sum or Contract Time may be authorized by either the District Project Manager or the Executive Director of Facilities Planning and Purchasing.
7.5.3.  Content.

7.5.3.1.  Undisputed Changes. Each Field Order involving a Compensable Change or Deleted Work with respect to which District does not dispute that the Compensable Change or Deleted Work constitutes a grounds for a Contract Adjustment shall, in order to be binding in any respect upon District, comply with the following:

7.5.3.1.1.  Statement of Agreement. A statement shall be included of whether the District and Contractor are in complete agreement on all of the terms of the Contract Adjustment related to performance of such Compensable Change. To the extent the Contractor and District reach agreement, in whole or in part, on the terms of the Contract Adjustment, such agreement shall be deemed to be final and binding upon the Contractor. However, in recognition of the fact that Field Orders may be issued under circumstances in which the District may not have had access to pertinent information, expert assistance, time or the opportunity to fully evaluate the circumstances giving rise to the Change, it is agreed that neither the issuance nor execution of, nor any statement contained in, nor any course of conduct in connection with, a Field Order (including, without limitation, a full or partial agreement by District) shall be interpreted as a waiver, release or settlement of any of District’s rights relating to the subject matter of the Field Order, or as creating or implying any obligation on the part of District to a Contract Adjustment on account of a Change described in the Field Order, if it is found by District upon further investigation that the circumstances giving rise to the execution of the Field Order do not in fact form the basis for a right of Contractor to a Contract Adjustment on all or any of the terms thereof.

7.5.3.1.2.  Complete Agreement. If the Field Order states that there is a complete agreement on all of the terms of the Contract Adjustment, then it shall further state a full description of the terms of the Contract Adjustment, including, without limitation, its effect on the Contract Sum and Contract Time.

7.5.3.1.3.  Incomplete Agreement. If the Field Order states that there is not complete agreement on all of the terms of the Contract Adjustment, then it shall further state the following:

7.5.3.1.3.1.  Resolved Terms. The Field Order shall state those terms of the Contract Adjustment as to which there is agreement.

7.5.3.1.3.2.  Open Terms. With respect to those terms of the Contract Adjustment as to which there is not agreement, the Field Order shall comply with the following:
7.5.3.1.3.2.1. ROM Estimate. A statement shall be included of whether a Reasonable Order of Magnitude Estimate is or is not required by District and, if required, the Field Order shall include a Reasonable Order of Magnitude Estimate prepared by Contractor, or prepared by District and acknowledged in writing as accepted by Contractor, of the probable amount of the Contract Adjustment to the Contract Sum and Contract Time associated with performance of the Compensable Change. Unless otherwise expressly stated in the Field Order and except as otherwise provided in Subparagraph 7.5.3.1 (3), (b), (ii), below, a Reasonable Order of Magnitude Estimate does not constitute a guarantee by Contractor that the amount of the Contract Adjustment to the Contract Sum or Contract Time that may be associated with the Extra Work or Deleted Work covered by such Field Order may not exceed the Reasonable Order of Magnitude Estimate nor does it constitute authorization or agreement by District to a Contract Adjustment based on the amounts set forth in such Reasonable Order of Magnitude Estimate.

7.5.3.1.3.2.2. Time and Materials. In the event that the District and Contractor agree to the “time and materials” method of calculation set forth in Subparagraph 7.7.1.1 (4), below, without their also agreeing upon a maximum price, then the total cost to District for the Work covered by the Field Order shall under no circumstances exceed a price that is reasonable, competitive and fair to District given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.

7.5.3.2. Disputed Changes. Each Field Order involving a Work or a Change with respect to which District disputes that the Change is a Compensable Change or Deleted Work or with respect to which District contends that Contractor has waived or released its right to a Contract Adjustment shall, if Contractor is ordered to do so in a Field Order signed by the Executive Director, be performed by Contractor without Delay, with Contractor reserving to itself the right, if any, to submit a Claim for any Loss associated with Contractor’s compliance with such written order. A Field Order that, for any reason, does not comply with the requirements of Paragraph 7.5.3.1, above, shall be deemed to involve a disputed Change under this Paragraph 7.5.3.2.
7.5.4. Other Notices. Excepting only in cases where the Field Order includes a statement that it constitutes the complete agreement of the parties on all of the terms for a Contract Adjustment, neither issuance nor execution of a Field Order shall be interpreted as relieving Contractor of its obligation to comply with the requirements of these General Conditions for timely submission of notices required by the Contract Documents, including, without limitation, Notice of Change, Change Order Request, Notice of Delay or Request for Extension.

7.5.5. Contractor’s Own Expense. Without limitation to other provisions of the Contract Documents, costs incurred by Contractor or any Subcontractor or Subconsultant for either of the following categories of Changes shall be paid by Contractor at Contractor’s Own Expense: (1) any Change or portion of a Change (including, but not limited, to a Compensable Change) performed before or after issuance by Contractor of a timely and complete Notice of Change or Change Order Request without Contractor having first obtained a Change Order or Unilateral Change Order prepared and signed in the manner required by Paragraph 7.2.3, above, or a Field Order prepared and signed in the manner required by Paragraphs 7.5.2 and 7.5.3, above; or (2) excepting a Compensable Change with respect to which the District and Contractor have acknowledged in writing their complete agreement in accordance with the requirements of Paragraph 7.5.3, above, any Change or portion of a Change (including, without limitation, a Compensable Change) described in a Field Order that is performed prior to receipt by the District Project Manager of a timely and complete Notice of Change or Notice of Delay under circumstances where, respectively, a Notice of Change or Notice of Delay was required.

7.6. Procedures

7.6.1. Notice of Change.

7.6.1.1. Submission. Contractor shall submit a written Notice of Change to District Project Manager if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes a Compensable Change, Deleted Work, Compensable Delay or other matter that may involve or require a Contract Adjustment (additive or deductive). Such notice shall be provided prior to commencement of performance of the Work affected and no later than three (3) working days after the Discovery Date of such circumstance.

7.6.1.2. Form. Notices of Change shall be provided using forms furnished by the District Project Manager or, if requested by District, using forms furnished by Contractor that are approved by District Project Manager. Failure by District Project Manager to request or approve a particular form shall not relieve Contractor of its obligation to provide a Notice of Change in a written form that complies with the requirements specified in Subparagraph 7.6.1.3, below.

7.6.1.3. Content. Each Notice of Change in order to be considered complete shall include:

7.6.1.3.1. a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Field Order);
7.6.1.3.2. an Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments (additive and deductive) to the Contract Sum; and,

7.6.1.3.3. if such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Contractor shall include, if not previously provided, a complete and timely Notice of Delay.

7.6.1.4. Waiver by Contractor. FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE UNDER CIRCUMSTANCES WHERE A NOTICE OF CHANGE INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.1 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.7, ABOVE, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOUSE OR RECOVERY BY REASON OR RELATED TO SUCH CHANGE BY MEANS OF THE CLAIMS DISPUTE RESOLUTION PROCESS OR BY ANY OTHER LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

7.6.1.5. Deductive Adjustments. Failure by Contractor to submit a timely or proper Notice of Change under circumstances in which a Notice of Change is required shall in no way affect District’s right to a deductive Contract Adjustment on account of such circumstances.

7.6.2. Change Order Request.

7.6.2.1. Submission. With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Sum, Contractor shall, within fourteen (14) Days after receipt by District Project Manager of a Notice of Change pursuant to Paragraph 7.6.1, above, submit to District Project Manager a written Change Order Request.

7.6.2.2. Form. Change Order Requests shall be provided using forms furnished by District Project Manager or, if requested by District, using forms furnished by Contractor that are approved by the District Project Manager. Failure by District Project Manager to request or approve a particular form shall not relieve Contractor of its obligation to provide a Change Order Request in a written form that complies with the requirements in Subparagraph 7.6.2.3, below.

7.6.2.3. Content. Each Change Order Request in order to be considered complete shall include:

7.6.2.3.1. a detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay;
7.6.2.3.2. a complete, itemized cost breakdown (additive and deductive) of all of Contractor and Subcontractors’ and Subconsultants’ costs, quantities, hours, unit prices, rates and markups that form the basis for Contractor’s request for Contract Adjustment of the Contract Sum; and

7.6.2.3.3. if such circumstances involve a right to Contract Adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Contractor shall include, if not previously provided, a complete and timely Request for Extension.

7.6.2.3.4. for purposes of this Subparagraph 7.6.2.3, Subcontractor and Subconsultant pricing that is in the form of a lump sum price shall fully disclose and break the lump sum price into its component parts for individual items of costs and for overhead and profit with sufficient specificity to demonstrate to District that the lump sum price is based solely on Allowable Costs and Allowable Markups. Except in the case where unit prices have been previously established by agreement of District and Contractor, and unless otherwise agreed to by District in writing, under no circumstances shall any Change Order Request include or be based upon any costs, expenses or markups (on behalf of Contractor or any Subcontractor or Subconsultant) other than Allowable Costs and Allowable Markups.

7.6.2.4. Waiver by Contractor. Failure by Contractor to provide a complete and timely change order request under circumstances where a Change Order request involving a change is required by this Paragraph 7.6.2 shall, in accordance with the provisions above Section 4.7, above, constitute a waiver by Contractor of the right to a contract adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason or related to such change by means of the Claims Dispute Resolution Process or by any other legal process otherwise provided for under Applicable Laws.

7.6.2.5. Deductive Adjustments. Failure by Contractor to submit a timely or proper Change Order Request under circumstances in which submission of a Change Order Request is required shall in no way affect District’s right to a deductive Contract Adjustment on account of such circumstances.

7.6.3. Formal Notice of Essence. Contractor recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the District or available to District through other means, is not a mere formality but is of crucial importance to the ability of District to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of Paragraph 7.6.1, above, and Paragraph 7.6.2, above, shall accordingly be insufficient.
7.7. **Pricing**

7.7.1. **Basis of Calculation.**

7.7.1.1. **Changes Not Involving Time.** Contract Adjustments to the Contract Sum on account of Compensable Changes or Deleted Work, other than Contract Adjustments to the Contract Sum for Compensable Delay, shall be calculated, by one of the following methods:

7.7.1.1.1. **LUMP SUM.** By mutual acceptance of a lump sum proposal from Contractor based solely on Allowable Costs and Allowable Markups that is properly itemized and supported by sufficient substantiating data to permit evaluation.

7.7.1.1.2. **UNIT PRICES.** By the unit prices set forth in the Contract or such other unit prices as are subsequently and mutually agreed to in writing between the District and Contractor, with no amount added thereto for Allowable Markups.

7.7.1.1.3. **Estimating Guides.** For Compensable Changes with respect to which District has elected to make a unilateral and final determination pursuant to Paragraph 7.7.11, below, by the sum of all the following: (1) the reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Contractor’s actual Allowable Costs therefor; (2) an estimate of the reasonable costs of labor, installation and other services using the lower of the estimated prices for the locale of the Project (or if prices are not reported for the locale of the Project, the estimated prices that are reported for the region in which the Project is located) as reported in the following recognized estimating guides: (a) R. S. Means Company, Inc. Building Construction Cost Data, Western Region - Latest Edition, P.O. Box 800 Kingston, MA 02364-800; or (b) Lee Saylor, Inc. Current Construction Costs - Latest Edition, 9420 Topanga Canyon Boulevard, Woodland Hills, CA 91311, and (3) the applicable Allowable Markups on the sum of the amounts derived from Clauses (1) and (2) of this Subparagraph 7.7.1.1 (3).

7.7.1.1.4. **Time and Materials.** If none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then by the following methods, as applicable:

7.7.1.1.4.1. **Compensable Changes.** In the case of Compensable Changes the additive amount increasing the Contract Sum shall be calculated by taking (i) the total of the reasonable expenditures by Contractor and its Subcontractors and Subconsultants, documented in the manner required by Paragraph 7.7.2, below, for Allowable Costs that are actually and directly incurred and paid in the performance of the
Compensable Change, not to exceed for any Compensable Change a price that is reasonable, competitive and fair to District given the amount and type of Work involved and the circumstances under which the Compensable Change is performed, and (ii) adding thereto the applicable Allowable Markups.

7.7.1.1.4.2. Deleted Work. In the case of Deleted Work, the credit amount used to reduce the Contract Sum shall be calculated by taking: (i) the greater of either (A) the value assigned to the Deleted Work in the Schedule of Values, exclusive of all estimated markups by Contractor and any Subcontractor or Subconsultant for overhead and profit (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or (B) a reasonable estimate of the value (based on savings of Allowable Costs only) of the Deleted Work (exclusive of any markups for overhead or profit) as of the date that the Proposal was submitted by Contractor plus (ii) a credit for any overhead and profit by Contractor and its Subcontractors or Subconsultants, of every Tier, on the Deleted Work sufficient to ensure that the amount retained by Contractor or any Subcontractor or Subconsultant for the Deleted Work does not exceed the amount of Allowable Markup that is permitted to be retained by each, respectively, pursuant to the calculations of applicable credits for Allowable Markups that are set forth in Paragraph 7.7.5, below.

7.7.1.1.4.3. Subcontractors. If Contractor has reason to believe that a lump sum or unit price for a Subcontractor’s or Subconsultant’s performance of a portion of Extra Work authorized to be performed on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor or Subconsultant on a time and material basis, then Contractor has an obligation to inform District Project Manager of that fact (along with a complete itemized breakdown in accordance with Subparagraph 7.6.2.3 (2), above) so as to afford District the opportunity, on a fully informed basis as to the component Allowable Costs and Allowable
7.7.1.2. Changes Involving Time. Contract Adjustments to the Contract Sum or Contract Time that are based on an extension of the Contract Time for Compensable Delay or a shortening of the Contract Time due to Deleted Work shall be calculated as stated in the provisions of Section 3.5 of the Contract and Article 8, below, with no Allowable Markup thereon for Contractor or any Subcontractor or Subconsultant, of any Tier. Contract Adjustments that are based on an acceleration in performance of the Work that is ordered by District in writing to overcome a Compensable Delay for which the Contractor is entitled to an extension of the Contract Time that has been properly requested and is not granted by District due to a District decision to accelerate rather than extend the Contract Time shall be calculated as stated in the Article 8, below.

7.7.2. Time and Materials Documentation. Without limitation to any other provisions of the Contract Documents, Contractor’s right to reimbursement of Allowable Costs incurred by Contractor or its Subcontractors or Subconsultants in the performance of a Compensable Change for which the Contract Adjustment is agreed between District and Contractor to be calculated pursuant to Subparagraph 7.7.1.1 (4), above, (“time and materials”) shall be conditioned on Contractor’s compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Compensable Change:

7.7.2.1. Labor. At the close of the Day on which such Extra Work is performed, Contractor shall submit to District Project Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by District Project Manager, that sets forth with respect to each and all of the actual hours spent in performing the Extra Work the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall be certified in writing by Contractor’s project manager or superintendent at the time of submission that the information contained therein is complete and accurate.

7.7.2.2. Materials, Equipment. At the close of the Day on which such Extra Work is performed, Contractor shall submit to District Project Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by District, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.

7.7.2.3. Other Expenditures. At the close of the Day on which such Extra Work is performed, Contractor shall submit to District Project Manager and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by District, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra Work on the Day that
the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as District may require.

7.7.2.4. Subsequent Documentation. Documentation not available on the Day that the Extra Work is performed shall be submitted as soon as they are available but not later than twenty-one (21) Days after the earlier of the Day of delivery or incorporation of the particular item of Extra Work at the Site.

7.7.2.5. Subcontractor, Subconsultant Costs. Extra Work performed by Subcontractors and Subconsultants shall be performed on a time and materials basis and documented in the same manner as required of Contractor under this Paragraph 7.7.2 and shall not, unless approved in writing by the District Project Manager, be based on lump sum or unit price; provided, however, that if Contractor has reason to believe that a lump sum or unit price for a Subcontractor’s or Subconsultant’s performance of all or a portion of Extra Work authorized by District to be performed by Contractor on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor or Subconsultant on a time and material basis, then Contractor has an obligation to inform District Project Manager of that fact (along with a complete itemized breakdown in the accordance with Subparagraph 7.6.2.3 (2), above) so as to afford District the opportunity to avail itself of such favorable pricing. If District approves of such lump sum price, then Contractor shall submit in lieu of the documentation otherwise required by this Subparagraph 7.7.2.5, such documentation as may be requested by District Project Manager confirming the Extra Work performed on any given Day.

7.7.2.6. Authentication. In addition to the foregoing, District may require that Contractor comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and material tickets and invoices by persons designated by District for such purpose.

7.7.2.7. Waiver by Contractor. The failure of Contractor to submit authentication of costs in the manner required by this Paragraph 7.7.2 shall, if District elects in its reasonable discretion to treat it as such, constitute a waiver by Contractor of any right to a Contract Adjustment to the Contract Sum for the Allowable Cost of all or that portion of the Extra Work covered by such non-authenticated costs.

7.7.3. Allowable Costs. The term “Allowable Costs” means, and is limited to, the costs that are (1) listed in this Paragraph 7.7.3 and (2) not listed in Paragraph 7.7.4, below:

7.7.3.1. Labor. Straight-time wages and overtime wages specifically authorized by District Project Manager in writing, for employees employed at the Site, or at fabrication sites off the Site. The use of labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Contractor establishes the necessity for such additional costs. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by
District Project Manager in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost.

7.7.3.2. Benefits. To the extent based on wages reimbursable under Subparagraph 7.7.3.1, above, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits required by the Project Labor Agreement (if applicable), Labor Compliance Program (if applicable) or lawful collective bargaining agreements. Contractor shall reduce its standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes.

7.7.3.3. Materials. Costs of materials used or consumed in the Work at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Site by other subcontractors, suppliers, manufacturers and distributors. Cost for any such item that is not new shall mean “fair market value” based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Contractor and approved by District prior to such use or consumption.

7.7.3.4. Taxes. Sales taxes on the costs of the materials described in Subparagraph 7.7.3.3, above.

7.7.3.5. Equipment Rental. Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from Contractor or others. Such rental charges shall be the lowest of at least two (2) bona fide price quotations provided to Contractor from reputable equipment suppliers to validate the reasonableness of the rental rates charged. No charge shall be allowed or credit required for items which have a replacement value of One Hundred Dollars ($100) or less. The projected usage for each item of equipment proposed to be rented and estimated total rentals therefore shall be submitted to District Project Manager in advance of usage of such equipment so that District may make an informed decision on whether to rent or purchase such equipment. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to District than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to District. Under no circumstances shall the aggregate rentals chargeable for any item of equipment that is owned by the Contractor or any company affiliated with Contractor exceed 75% of the fair market value thereof at the time of its first use for the Work, which fair market value must be declared by Contractor and approved by District Project Manager prior to the first use thereof for the Work. All equipment shall be acceptable to District, in good working
condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Cost of major repairs or overhaul of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.

7.7.3.6. Royalties, Permits. Costs of royalties and permits.

7.7.3.7. Insurance, Bonds. Costs of insurance and bonds required to be furnished by Contractor under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed one percent (1%) of the costs described in Subparagraphs 7.7.3.1 through 7.7.3.6, above.

7.7.3.8. Additional Design Services. Fees and related costs added or saved related to the performance of architectural, engineering or other professional services (other than professional services required to correct, or due in whole or in part to, conditions in the Design Documents prepared by Contractor or its Subconsultants constituting errors, omissions, conflicts, ambiguities or violations of Applicable Laws); provided, however, that: (1) fees for services performed on an hourly basis shall not exceed those customarily charged by design professionals providing comparable services for public works projects; (2) hourly services shall be charged based on actual costs to the Contractor and Subconsultant without any increase or surcharge by Contractor or by any Subconsultant, for mark ups or multipliers applied to direct personnel expenses (all of which shall be deemed covered by the Allowable Markups); and (3) reimbursement of out-of-pocket costs or expenses limited to such reimbursables and such amounts as are reasonable customarily charged by the Subconsultant to its public sector clients, without any increase or surcharge, at any Tier of Subconsultant, for mark ups or multipliers.

7.7.4. Costs Not Allowed. Allowable Costs shall not include any of the costs associated with any of the following:

7.7.4.1. superintendent(s);
7.7.4.2. assistant superintendent(s);
7.7.4.3. project engineer(s);
7.7.4.4. project manager(s);
7.7.4.5. scheduler(s);
7.7.4.6. estimator(s);
7.7.4.7. drafting or detailing;
7.7.4.8. vehicles not dedicated solely to the performance of the Work;
7.7.4.9. small tools with a replacement value not exceeding One Hundred Dollars ($100);

7.7.4.10. office expenses, including staff, materials and supplies;

7.7.4.11. on-Site and off-Site trailer and storage rental and expenses;

7.7.4.12. Site fencing not added solely due to the performance of Extra Work;

7.7.4.13. utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;

7.7.4.14. computer and data-processing personnel, equipment and software;

7.7.4.15. federal, state or local business, income and franchise taxes;

7.7.4.16. costs arising from or related to Delay, whether incurred by Contractor or a Subcontractor or Subconsultant, of any Tier; and

7.7.4.17. costs and expenses of any kind or item not specifically and expressly included in Paragraph 7.7.3, above.

7.7.5. Allowable Markups. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for markups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in Exhibit “B,” regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work.

7.7.6. Review of Markups. It is Contractor's responsibility to review information submitted by Subcontractors and Subconsultants to ensure that all markups comply with the requirements of the Contract Documents. Payment by the District of markups that exceed Allowable Markups shall not be considered as a waiver by District of the right to require repayment by Contractor of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Contractor to District.

7.7.7. Exclusions and Limitations. Neither Contractor nor any Subcontractor or Subconsultant, of any Tier, is entitled as part of a Contract Adjustment to an Allowable Markup or any other markup or multiplier of any kind, on:

7.7.7.1. agreed unit prices;

7.7.7.2. District Furnished Materials;

7.7.7.3. compensation payable pursuant to Section 3.5 of the Contract for Compensable Delay; or

7.7.7.4. any Allowable Cost or other compensation or cost with respect to which the Contract Documents state that there shall be “no Allowable Markup”, “no markup for overhead and profit” or words of similar meaning.

7.7.8. Net Allowable Costs. If any one Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or
instruction by District, District Project Manager or a District Consultant, involves both additive adjustments (for Compensable Change or Compensable Delay) and deductive adjustments (for Deleted Work), then the computation of the Allowable Costs added or credited for purposes of calculating and applying Allowable Markups shall be based on the net difference.

7.7.9. Unit Prices. Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by District and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by District in the Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Sum, shall be made upon demand of either District or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

7.7.10. Discounts. For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to District, and Contractor shall take all necessary steps to ensure that such discounts, rebates, refunds and returns are secured.

7.7.11. Prompt Pricing. It is fundamental to the District’s objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-exceed price be limited to circumstances where it is impractical, without causing Delay to the Work, for Contractor to obtain competitive fixed or not-to-exceed prices pursuant to the regular pricing processes provided for by the Contract Documents. Contractor recognizes that prompt pricing by Contractor is critical to this objective. Accordingly, in addition to and without limitation on any of the District’s other rights or remedies, including, without limitation, its right to enforce a waiver under Subparagraph 7.6.2.4, above, it is agreed that if Contractor fails to timely submit a complete Change Order Request in accordance with Paragraph 7.6.2, above, with respect to any circumstance, event or occurrence constituting a Compensable Change: (1) any Delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Compensable Change shall be conclusively deemed to be an Unexcused Delay; and (2) the District shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the compensation payable to Contractor for such Compensable Change based on the “estimating guide” method set forth in Subparagraph 7.7.1.1 (3), above, which determination shall be conclusively final and binding upon Contractor.

7.7.12. Final Payment. No Claim by Contractor for adjustment to the Contract Sum shall be allowed if asserted after Final Payment.

7.7.13. Full Resolution. Except as otherwise stated in Paragraph 7.7.14, below, the signing of a Change Order by Contractor and the District shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay related to the subject matter of the Change Order including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, multiplicity of
changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses. The foregoing provisions of this Paragraph 7.7.13 shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts with the provisions of this Paragraph 7.7.13.

7.7.14. Reserved Rights. Change Orders shall be executed by Contractor without any express reservation of rights by Contractor to reserve for the future the assertion of any right of recovery from the District for Loss or Delay arising out of or relating to the subject matter of the Change Order. Execution of a Change Order, Unilateral Change Order or Field Order shall not be interpreted as a waiver, release or settlement of any rights or claims that the District may have for any of the following: (1) Defective Work; (2) liquidated damages or actual Losses for Delay; or (3) recoupment by District (by way of withholding of funds, set off or recovery from Contractor) of amounts paid by District for costs or markups on costs that the District discovers, following payment of such amounts to Contractor, do not constitute proper charges to District, or that constitute charges that are not properly substantiated, under the terms of the Contract Documents.

7.7.15. No "Total Cost" Calculations. Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple items of Compensable Change and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Compensable Delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each individual Compensable Change or Compensable Delay. Unless otherwise agreed to by District in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as “total cost” or “modified total cost” methodologies) that purports to establish Contractor’s entitlement to additional compensation inferentially based, solely or principally, on the difference between Contractor’s total costs for the Work or a portion of the Work and its original estimate of costs for performance of the Work.

7.7.16. Multiple Changes. The District reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary or otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Contractor to assert any claim for breach of contract, abandonment, rescission, termination, cardinal change or reformation of the Contract, nor shall such circumstances be the basis for Contractor, or any of the Subcontractors or Subconsultants, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

7.7.17. Continuous Performance. Subject to Contractor’s rights under Section 14.4, below, no dispute or disagreement with respect to any Changes or Delay, including, without
limitation, disputes over Contractor’s right to or the terms of a Contract Adjustment, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

7.8. **Allowances**

7.8.1. **Contract Sum.** Contractor shall include in the Contract Sum all Allowances that are required to be included in the Work under the terms of the Contract Documents.

7.8.2. **Selection by District.** Items covered by Allowances shall be supplied for such amounts and by such persons or entities as District Project Manager may direct. Subject to Paragraph 2.1.3, above, selections that are required to be made by District under an Allowance shall be done promptly by District to avoid Delay in the Work.

7.8.3. **Contract Adjustments.**

7.8.3.1. **COSTS INCLUDED IN ALLOWANCE.** Unless otherwise stated in the Allowance: (1) “materials only” Allowances shall be deemed to include all costs and markups by Subcontractors for the materials only, complete and delivered at the Site, inclusive of all required taxes and less applicable trade discounts; and (2) “materials and labor” Allowances shall be deemed to include all costs and markups by Subcontractors and Subconsultants for all labor, equipment, materials and other services and work required to be expended by Subcontractors and Subconsultants to perform the Work covered by the Allowance, inclusive of all required taxes and less applicable trade discounts.

7.8.3.2. **Adjustment to Contract Sum.** Whenever the Allowable Costs plus Allowable Markups thereon to perform Work covered by an Allowance are more or less than the stated amount of the Allowance, the Contract Sum shall be adjusted (increased or decreased) pursuant to a Change Order or Unilateral Change Order by the amount of such difference.

7.8.3.3. **Documentation.** A request by Contractor for a Contract Adjustment pursuant to this Section 7.8 shall be accompanied by documentation of the actual Allowable Costs and Allowable Markups incurred and charged for the performance of the entire body of Work covered by the Allowance, in a form sufficient to demonstrate to District Project Manager’s reasonable satisfaction the amount of the Contract Adjustment to which Contractor is entitled under the terms of this Section 7.8.

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8 CONTRACT TIME

8.1. Commencement and Completion

8.1.1. Date of Commencement. The Date of Commencement shall not be postponed by the failure of Contractor or of persons or entities for whom Contractor is responsible to perform an obligation. Contractor shall not knowingly, except by agreement or instruction of the District in writing, commence operations on the Site or elsewhere prior to receipt of a Notice to Proceed with Construction. Contractor shall not commence any Work at the Site prior to its obtaining the insurance required by Section 11.1, below, and the Performance Bond and Payment Bond required by Section 11.4, below, and the Date of Commencement of the Work shall not be changed by the effective date of such insurance or bonds.

8.1.2. Contract Time. Contractor shall proceed expeditiously with adequate forces and shall achieve completion of the Final Construction Documents, Substantial Completion and Final Completion within the Contract Time, as adjusted for extensions of time duly permitted, authorized and noticed pursuant to Section 8.2, below.

8.1.3. Adjustments to Contract Time. Subject to the limitations set forth in this Article 8 and elsewhere in the Contract Documents, the Contract Time shall be extended for Compensable Delays and Excusable Delays and shall, where appropriate, be shortened for Deleted Work.

8.1.4. Early Completion. Nothing stated in these General Conditions or elsewhere in the Contract Documents shall be interpreted as creating any contractual right, express or implied, on the part of Contractor to finish the Work, or any portion of the Work, earlier than the Contract Time. Contractor has included in its Contract Sum the costs of all Contractor’s and its Subcontractors’ and Subconsultants’ direct and indirect overhead, including but not limited to all staff, temporary facilities, temporary utilities and home office overhead for the entire duration of the Contract Time. The above costs have been included in the Contract Sum notwithstanding Contractor’s anticipation of possibly completing the Work in fewer Days than established by the Contract Time. Under no circumstances (including, without limitation, circumstances in which the District has approved in writing of Contractor completing early) shall the District be liable to Contractor for any Losses, of any kind, due to the inability of Contractor to complete the Work earlier than the Contract Time, regardless of the cause, including, without limitation, Delays due to acts or omissions (intentional or negligent) of the District, College, District Project Manager, Inspectors of Record, District Consultants, Separate Contractors or others. If the Contractor anticipates completing early, it must obtain in advance District’s approval in writing of such early completion. Approval by District of such early completion may be granted or withheld in the District’s sole and absolute discretion. If such approval is granted, it shall not entitle Design Build Entity to an adjustment or advancement of the schedule for Progress Payments or Final Payment and Contractor’s right to payment of Final Payment shall, notwithstanding the provisions of Public Contract Code 7107, not occur until sixty (60) Days after the expiration of the Contract Time for Final Completion.

8.2. Delays and Extension of Time

8.2.1. Adjustments to Contract Time.
8.2.1.1. Extensions. Provided that Contractor has complied with the provisions of this Section 8.2 (including, without limitation, the requirements pertaining to timely delivery of a Notice of Delay and Request for Extension), if, as a result of Excusable Delay or Compensable Delay to the actual, as-built critical path of activities leading to achievement of Substantial Completion, Contractor is unable to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, then the Contract Time for completion of Final Construction Documents and/or Substantial Completion of the overall Work shall be extended, either by Change Order or Unilateral Change Order, for the length of the proven, resulting Delay to Contractor’s ability to complete the Final Construction Documents and/or Substantially Complete the Work within the Contract Time. The Contract Time shall not be adjusted for Unexcused Delays.

8.2.1.2. Shortening. Contractor shall within ten (10) Days after receiving notice of Deleted Work prepare and deliver to District a Time Impact Analysis of the impact of the Deleted Work upon the critical path to determine if the Contract Time should be shortened thereby and if so the duration of the shortening. If the District and Contractor are unable to agree upon the duration of the shortening, then District shall make a Good Faith Determination of the reasonable amount of time that the Contract Time shall be shortened on account of such Deleted Work.

8.2.1.3. Prescribed Calculations.

8.2.1.3.1. DSA Review Time. The Contract Time shall be extended for Excusable Delay or Compensable Delay causing the DSA Review Time to exceed the Agreed DSA Review Time and shortened if the DSA Review Time, for any reason whatsoever, is shorter than the Agreed DSA Review Time. The calculation of such extension or shortening of the Contract Time shall be measured by the difference between (1) the actual DSA Review Time and (2) the Agreed DSA Review Time.

8.2.1.3.2. Work Day Lost Calculations. Contractor may claim an Excusable Delay or a Compensable Delay for a full Day only if all Work on a critical path activity is stopped for more than six (6) hours of a normal eight (8) hour Work Day and for a half-Day only if all Work on a critical path activity is stopped for three (3) to six (6) hours of such a normal Work Day. No Excusable Delay or Compensable Delay may be claimed if all Work on a critical path activity is stopped for less than three (3) hours of such a normal work Day. Similarly, where Deleted Work results in the projected avoidance of the need to perform more than six (6), or between three (3) and six (6) hours of all Work on a critical path activity on such a normal work day, the Contract Time shall be contracted by a full Day or half Day, respectively.

8.2.1.3.3. Dry Out Time Calculations. Contract Adjustments to the Contract Time that are based upon unusual precipitation that is
an Act of God as defined in Paragraph 1.1.2, above, shall include, in addition to the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while the unusual precipitation is occurring, an additional extension for the Delay to the critical path of activities affecting Substantial Completion that is the result of Contractor being unable, after cessation of the unusual precipitation at the Site, to proceed with performance of Work due to wet or muddy conditions at the Site (hereinafter referred to as “dry out” time); provided, however, that the amount of dry out time for which Contractor is entitled to an extension of time in any given calendar month shall not exceed the number of Days that is the product derived by multiplying (a) the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while such unusual precipitation is occurring, by (b) a fraction, the (i) numerator of which is the number of Days of Excusable Delay due to measurable unusual precipitation occurring at the Site during such calendar month that constitutes an Act of God as defined in Paragraph 1.1.2, above, and (ii) the denominator of which is the total number of Days of measurable precipitation occurring at the Site during said calendar month (including both the number of Days comprising the normal, 10-year monthly average of measurable precipitation recorded by NOAA and the excess, or unusual precipitation that constitutes an Act of God as defined in Paragraph 1.1.2, above).

8.2.2. Notice of Delay.

8.2.2.1. Submission. Contractor shall submit written Notice of Delay to District Project Manager if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes an Excusable Delay or Compensable Delay or other matter that may involve or require a Contract Adjustment extending the Contract Time. Such notice shall be provided prior to performance of the Work affected or involved and no later than seven (7) Days after the Discovery Date of such circumstance.

8.2.2.2. Form. Notices of Delay shall be provided using forms furnished by District Project Manager or, if requested by District, using forms furnished by Contractor that are approved by District Project Manager. Failure by District Project Manager to request or approve a particular form shall not relieve Contractor of its obligation to provide Notice of Delay in a written form that complies with the requirements of this Paragraph 8.2.2.

8.2.2.3. Content. Each Notice of Delay in order to be considered complete shall include:

8.2.2.3.1. a general statement of the circumstances giving rise to the Notice of Delay (including, without limitation, identification of any related Field Order);
8.2.3.2. a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments extending the Contract Time; and

8.2.3.3. if such circumstances involve a right to a Contract Adjustment to the Contract Sum for Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Notice of Change.

8.2.3.4. Waiver by Contractor. Failure by Contractor to provide a complete and timely Notice of Delay under circumstances where a Notice of Delay involving a delay is required by this paragraph 8.2.2 shall, in accordance with the provisions of Section 4.7, above, constitute a waiver by Contractor of the right to a contract adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason or related to such delay by means of the claims dispute resolution process or by any other legal process otherwise provided for under applicable laws. Adjustments Shortening Time. Failure by Contractor to submit a timely or proper Notice of Delay under circumstances in which a Notice of Delay is required shall in no way affect District’s right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.3. Request for Extension.

8.2.3.1. Submission. With respect to any matter that may involve or require an adjustment extending the Contract Time, Contractor shall, within fourteen (14) Days after receipt by District of a Notice of Delay pursuant to Paragraph 8.2.2, above, submit to District a written Request for Extension.

8.2.3.2. Form. Requests for Extension shall be provided using forms furnished by District Project Manager or, if requested by District, using forms furnished by Contractor that are approved by District Project Manager. Failure by District Project Manager to request or approve a particular form shall not relieve Contractor of its obligation to provide Requests for Extension in a written form that complies with the requirements of this Paragraph 8.2.3.

8.2.3.3. Content. Each Request for Extension in order to be considered complete shall include:

8.2.3.3.1. a detailed description of the circumstances giving rise to the request for Contract Adjustment to the Contract Time and a Time Impact Analysis (a Request for Extension that seeks an extension for more than one Delay shall be supported by a separate Time Impact Analysis for each separate Delay); and

8.2.3.3.2. if such circumstances involve a right to a Contract Adjustment of the Contract Sum on account of Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Change Order Request.
8.2.3.4. Waiver by Contractor. Failure by Contractor to provide a complete and timely request for extension under circumstances where a change involving a delay is required by this paragraph 3.2.3 shall, in accordance with the provisions of Section 4.7, above, constitute a waiver by Contractor of the right to a contract adjustment on account of such circumstances and a waiver of any right to further recourse or recovery by reason or related to such delay by means of the claims dispute resolution process or by any other legal process otherwise available under applicable laws. Adjustments Shortening Time. Failure by Contractor to submit a timely or proper Request for Extension under circumstances in which a Request for Extension is required shall in no way affect District’s right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.4. Response by District. After receipt of a timely and complete Request for Extension, District shall investigate the facts concerning the cause and extent of such Delay and, depending on whether the Request for Extension is justified, will notify Contractor, either directly or through the District Project Manager, of its approval or disapproval of all or a portion of Contractor’s request. Extensions of time approved by District shall apply only to that portion of the Work affected by the Delay, and shall not apply to other portions of Work not so affected.

8.2.5. Formal Notice of Essence. Contractor recognizes and acknowledges that timely submission of a formal Notice of Delay and a formal Request for Extension, whether or not the circumstances of a Delay may be known to District or available to District through other means, are not mere formalities but are of crucial importance to the ability of District to promptly identify, prioritize, evaluate and mitigate the potential effects of Delay. Any forms of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries in monthly reports, daily logs, job meeting minutes, updated Schedules or look-ahead schedules), that do not strictly comply with the formal requirements of Paragraph 8.2.2, above, and Paragraph 8.2.3, above, shall accordingly be deemed insufficient to satisfy the notice requirements of this Article 8.

8.2.6. Adjustments to Contract Sum.

8.2.6.1. Compensable Delay. Contract Adjustments to the Contract Sum for a Compensable Delay that involve an extension of the Contract Time shall be based, without duplication to any other Contract Adjustments to the Contract Sum, on the terms of Section 3.5 of the Contract. Contract Adjustments to the Contract Sum for Compensable Delay that involve an acceleration of performance to overcome a Compensable Delay for which the Contractor is entitled to an extension of the Contract Time that has been properly requested and is not granted by District due to a District decision pursuant to Subparagraph 8.2.7.3, below, to accelerate rather than extend the Contract Time, shall be calculated, without duplication to any other Contract Adjustments to the Contract Sum, on accordance with the terms of Subparagraph 8.2.7.3, below. Contractor agrees to accept the Contract Adjustments provided for in the aforementioned provisions as its sole and exclusive compensation for Compensable Delay and acceleration to overcome Compensable Delay, in lieu of any other right that may exist under Applicable Laws for recovery of Losses, whether incurred by Contractor or its Subcontractors and Subconsultants, of any Tier.
8.2.6.2. Deleted Work. A credit shall be given to District reducing the Contract Sum due to Deleted Work that results in a shortening of the Contract Time. Such reduction in the Contract Sum shall be effected by means of a Contract Adjustment that is based on the product derived from multiplying (1) the number of Days that the Contract Time is shortened by (2) the amount of liquidated damages set forth in Section 3.5 of the Contract, without any additional credit to District for Allowable Markups.

8.2.7. Acceleration of the Work.

8.2.7.1. Due to Unexcused Delay. If District makes a Good Faith Determination that Contractor’s progress in performance of the Work will not achieve Substantial Completion of the Work within the Contract Time as adjusted pursuant to Paragraph 8.2.1, above, then Contractor shall, following receipt of a written request by District Project Manager to accelerate, immediately respond in writing setting forth a detailed plan for accelerating the Work. All measures necessary, including working overtime, additional shifts, Saturdays, Sundays and holidays, to accelerate performance to ensure that the Work is performed within the Contract Time shall be taken by Contractor and the cost thereof shall be paid for by Contractor at Contractor’s Own Expense. District may also take all other necessary measures to ensure no further Delays affect achievement of Substantial Completion and Final Completion of the Work within the Contract Time and the Contractor shall reimburse District, or District may withhold from payment due to Contractor, for Losses incurred by District in taking such measures.

8.2.7.2. Due to Excusable Delay. Contractor shall have the right, exercised in its sole discretion, to accelerate performance of the Work to overcome time lost due to Excusable Delay. Such acceleration, if performed other than at the written direction of District, shall be deemed a voluntary acceleration and the cost of such accelerated performance shall paid for by Contractor at Contractor’s Own Expense. Alternatively, if District Project Manager directs in writing that the Work be accelerated to overcome an Excusable Delay that is not concurrent with an Unexcused Delay, then Contractor shall be entitled to a Contract Adjustment to the Contract Sum for such acceleration on and subject to the same terms as provided for in Subparagraph 8.2.7.3, below, in the case of an acceleration to overcome a Compensable Delay.

8.2.7.3. Due to Compensable Delay. District shall have the right, exercised in its sole and absolute discretion, in lieu of granting a Contract Adjustment to the Contract Time for Compensable Delay, to direct in writing the acceleration of the Work by Contractor in order to recapture time lost due to such Compensable Delay. The District and Contractor shall endeavor prior to commencement of such acceleration to mutually agree upon the amount of compensation to be paid therefor. District shall have the right, in the absence of such an agreement, to direct in writing that Contractor accelerate. Contractor shall comply with such directive. Contractor’s right to a Contract Adjustment to the Contract Sum on account of such acceleration shall be limited to (1) the premium time portion of any overtime paid for labor provided by Contractor or any Subcontractor or Subconsultant, plus (2) additional supervision costs for additional shifts of supervision provided at
the Site by Contractor only (not by Subcontractors or Subconsultants), plus
(3) Allowable Markup thereon as provided in Paragraph 7.7.5, above. Except
as directed by District in the manner stated in this Subparagraph 8.2.7.3, no
statements, conduct or actions by District or District Project Manager will be
construed as creating an obligation on the part of District to agree to a
Contract Adjustment to the Contract Sum on account of any cost of overtime
or other costs associated with an acceleration of the Work to recapture time
lost due to Compensable Delay.

8.2.8. Concurrent Delays. For purposes of the calculations provided for in this Paragraph 8.2.8,
the term “concurrent Delay” means the portion of two or more Delays affecting the
critical path to Substantial Completion that are overlapping or co-existent. Contractor’s
right to a Contract Adjustment of the Contract Time (pursuant to Subparagraphs 8.2.8.1,
8.2.8.2 and 8.2.8.3, below) and Contract Sum (pursuant to Subparagraphs 8.2.8.4, 8.2.8.5
and 8.2.8.6, below) shall, in the case of concurrent Delays, be calculated in accordance
with the following:

8.2.8.1. If an Excusable Delay and a Compensable Delay occur concurrently, the
maximum extension of the Contract Time shall be the number of Days from
the commencement of the first Delay to the cessation of the Delay which
ends last.

8.2.8.2. If an Unexcused Delay occurs concurrently with either an Excusable Delay
or a Compensable Delay, the maximum extension of the Contract Time shall
be the number of Days, if any, by which such Excusable Delay or
Compensable Delay exceeds the number of Days of such Unexcused Delay.

8.2.8.3. If an Unexcused Delay occurs concurrently with both an Excusable Delay
and a Compensable Delay, the maximum extension of the Contract Time shall
be the number of Days, if any, by which such Excusable Delay and
Compensable Delay, as determined pursuant to Subparagraph 8.2.8.1, above,
exceeds the number of Days of such Unexcused Delay.

8.2.8.4. If an Unexcused Delay occurs concurrently with a Compensable Delay, the
maximum period of time for which Contractor shall be entitled to a Contract
Adjustment to the Contract Sum in accordance with Section 3.5 of the
Contract shall be the number of Days, if any, by which such Compensable
Delay exceeds the number of Days of such Unexcused Delay.

8.2.8.5. If a Compensable Delay occurs concurrently with an Excusable Delay, the
maximum period of time for which Contractor shall be entitled to a Contract
Adjustment to the Contract Sum in accordance with Section 3.5 of the
Contract shall be the number of Days, if any, by which such Compensable
Delay exceeds the number of Days of such Excusable Delay.

8.2.8.6. If an Unexcused Delay occurs concurrently with both an Excusable Delay
and a Compensable Delay, the maximum period of time for which Contractor
shall be entitled to a Contract Adjustment to the Contract Sum in accordance
with Section 3.5 of the Contract shall be the number of Days, if any, by
which such Compensable Delay exceeds the number of Days of such
Unexcused Delay.
8.2.9. Delay Claims. Claims by Contractor relating to disputed Contract Adjustments due to Delay shall be made in accordance with applicable provisions of Section 4.4, above.

8.2.10. Exercise of District Rights. Notwithstanding any other provision of the Contract Documents to the contrary, District’s exercise in accordance with the Contract Documents of any of its rights or remedies permitted by Applicable Laws or the Contract Documents in response to a failure by Contractor or any Subcontractor or Subconsultant to comply with the Contract Documents shall not, under any circumstances, entitle Contractor to a Contract Adjustment.

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9 PAYMENTS AND COMPLETION

9.1. Payments by District

9.1.1. Time for Payment. Subject to the rights of withholding and nullification as set forth elsewhere in this Article 9, District, shall make payment of undisputed sums due to Contractor upon Applications for Payment within thirty (30) Days after receipt of an Application for Payment that has been properly prepared and timely submitted by the Contractor in accordance with the Contract Documents and for which a Certification for Payment has been issued by the District Project Manager approving of such payment.

9.1.2. Not Acceptance. No approval, inspection or use of, or payment for, the Work by District or by any person or entity acting on District’s behalf shall constitute acceptance of Work that is not in accordance with the Contract Documents or a waiver of any of District’s rights under the Contract Documents.

9.1.3. Interest. If District fails to make payment of an undisputed sum due as a Progress Payment to the Contractor as required by this Article 9, District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure §685.010. The number of Days available to the District to make payment without incurring such interest shall be reduced by the number of Days by which the District exceeds the seven (7) Day response time applicable to the District set forth in Section 9.5, below.

9.1.4. Disputed Payments. Subject to Contractor’s rights under Section 9.8, below, no good faith dispute or disagreement between District and Contractor with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

9.2. Applications for Payments

9.2.1. Submission by Contractor. Applications for Payment requesting Progress Payment shall be properly prepared and submitted by Contractor to District once a month on the first (1st) Day of the month. If the first (1st) Day of the month is a weekend or Holiday, the Application for Payment shall be submitted on the next working day.

9.2.2. Period of Application. The period covered by each such Application for Payment requesting Progress Payment shall be one calendar month ending on the last day of the month immediately prior to that month in which such Application for Payment is submitted.

9.2.3. Schedule of Values. Each Application for Payment shall be accompanied by a Schedule of Values prepared and submitted in accordance with the requirements of the Contract Documents, including, without limitation, the provisions of Section 9.3, below.

9.2.4. Changes in Work. Applications for Payment may include requests for payment on account of Compensable Changes in the Work which have been properly authorized by Change Order or Unilateral Change Order.

9.2.5. Progress Payments. Applications for Payment requesting Progress Payments shall be based on amounts calculated in accordance with the provisions of Section 9.4, below.
9.2.6. Percentage Completion. Applications for Payment requesting Progress Payments shall indicate the Contractor’s estimate of the percentage of completion of each line item listed in the Schedule of Values as of the end of the period covered by the Application for Payment.

9.2.7. Disagreements. In the event of a disagreement between District and Contractor over the accuracy or reasonableness of the Contractor’s percentage estimates contained in the Application for Payment, the District shall make a Good Faith Determination of the percentage, which percentage shall then be inserted by Contractor in the Application for Payment and the Application for Payment submitted, or resubmitted, incorporating such revision.

9.2.8. Substantial Completion. For the sole purpose of the percentage calculation set forth in Paragraph 9.2.6, above, and for no other purpose, the Work shall be deemed one hundred percent complete upon Substantial Completion and the amount released to Contractor shall, subject to District’s right to withhold pursuant to Section 9.6, below, be a sum sufficient to increase the total of Progress Payments to Contractor to ninety percent (90%) of the Contract Sum.

9.2.9. Certification by Contractor. Each Application for Payment that is submitted by Contractor shall be signed by Contractor with a certification by Contractor to District that: (1) the data comprising the Application for Payment is accurate and the Work has progressed to the point indicated; (2) to the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents; (3) Contractor is entitled to payment in the amount certified; and (4) all sums previously applied for by Contractor on account of the Work performed by the Subcontractors and Subconsultants and that have been paid by District have been paid to the Subcontractors and Subconsultants performing such Work, without any retention, withholding or back charge by Contractor.

9.2.10. Stored Materials. District may, in the exercise of its sole and absolute discretion, approve or disapprove for inclusion in Contractor’s Application for Payment the cost of materials to be incorporated, but not yet incorporated, in the Work and delivered and suitably stored either at the Site or at some other appropriate location acceptable to the District. As part of any request for such approval, Contractor shall furnish evidence satisfactory to District: (1) of the cost of such materials; (2) that such materials are under the exclusive control of Contractor, or if not, that title to the materials is in the District, free of any lien or encumbrance; and (3) with respect to materials stored off-Site, that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to District. No payment or approval by District pursuant to this Paragraph 9.2.10 shall (a) be construed as an inspection or acceptance of the materials; (b) relieve Contractor of its continuing and sole responsibility for the care and protection of, and sole responsibility for any Loss to, such materials, from any cause whatsoever; or (c) operate as a waiver of rights by District.

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

9.3. Schedule of Values

9.3.1. Initial Submission. Within thirty (30) Days after receipt by Contractor of the Notice of Intent to Award, Contractor shall submit to District a Schedule of Values, prepared in a form and incorporating a level of detail satisfactory to District, that allocates the Contract Sum to various portions of the Work, including, without limitation, each portion of the Work to be performed by Contractor or a Subcontractor or Subconsultant, discrete categories of direct (i.e., on-Site) overhead costs (sometimes referred to as “general conditions costs”), Contractor overhead and profit and amounts reserved for contingencies.

9.3.2. Balanced Allocation. The Schedule of Value shall be balanced, reflecting in each line item Contractor’s estimated or actual cost commitments for the category of Work included in the line item and a proportionate share of Contractor’s overhead and profit. Techniques, such as “front-end loading”, designed to create an imbalanced cash flow are strictly prohibited.

9.3.3. Line Item Estimates. Line item values stated in the Schedule of Values that are based on Contractor’s estimates, rather than actual subcontract prices, shall be identified as such and replaced with actual subcontract prices when they become available as the subcontracting process progresses.

9.3.4. Updating. The Schedule of Values shall be updated by Contractor each month as necessary to reflect the Contractor’s actual progress in subcontracting the Work. An updated Schedule of Values shall be attached to each Application for Payment.

9.3.5. Substantiation. Contractor shall provide such data as District Project Manager may reasonably require to substantiate that the Schedule of Values has been prepared in conformance with the requirements of the Contract Documents. Failure to provide such substantiation shall result in the Schedule of Values being deemed incomplete and unapproved by District Project Manager for use by Contractor in submitting its Applications for Payment.

9.3.6. Corrections. If corrections are required in order to make the Schedule of Values comply with the requirements of the Contract Documents, such corrections shall be made as a condition of the Contractor’s Application for Payment being considered properly prepared, submitted and complete.

9.3.7. Changes to Work. Costs involved in the performance of Work covered by Change Orders, Unilateral Change Orders or Field Orders shall be, at the option of District, either separately scheduled or incorporated as adjustments to the respective trade lines of Work to which they apply. Except as otherwise expressly required by Article 7, above, the Schedule of Values shall not be utilized by Contractor as a basis for calculating Contract Adjustments.

9.3.8. Applications for Payment. The Schedule of Values prepared by Contractor in accordance with the requirements of the Contract Documents shall be used as a basis for District Project Manager’s review and approval or disapproval of Applications for Payment.
9.4. **Progress Payments**

9.4.1. **Progress Payment Amount.** Subject to the other provisions of the Contract Documents, the amount of each Progress Payment requested in an Application for Payment shall be computed as follows:

9.4.1.1. take a proportional amount of the Design and Preconstruction Services (as a component of the Contract Sum) that has been earned for the design portion of the Work, which amount shall be based on the product derived by multiplying (1) the design Fee by (2) the percentage completion achieved by Contractor of each phase of the design portion of the Work consistent with the following payment schedule for design services: (a) schematic design phase: 15%; (b) at 25% completion of Construction Documents: 30%; (c) 50% completion of Construction Documents: 30%; (d) completion of Final Construction Documents: 10%; and (e) approval by DSA of Final Construction Documents: 15%; less a retention of five percent (5%).

9.4.1.2. add a proportional amount of the balance of the Contract Sum for the non-design portion of the Work (i.e., the difference of the Contract Sum less the Design Fee), that is earned, which amount shall be determined by taking a proportional amount of the dollar value assigned for each trade line item of non-design Work listed in the Schedule of Values based on the product derived by multiplying (1) said assigned dollar value by (2) the percentage completion of such trade line item of non-design Work, less a retention of five percent (5%).

9.4.1.3. add that portion of the Contract Sum that is allocable to materials and equipment approved by District pursuant to Paragraph 9.2.10, above, and suitably stored at the Site or at a location off-Site, less a retention of five percent (5%);

9.4.1.4. subtract the aggregate of previous payments made by the District, and

9.4.1.5. subtract amounts, if any, that District is entitled to withhold pursuant to an exercise of the right to withhold under Section 9.6, below.

9.4.2. **Other Conditions and Documentation.** Contractor shall submit its Applications for Payment requesting Progress Payments to District Project Manager using such forms as required by District. Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to District Project Manager’s approval, of each Application for Payment:

9.4.2.1. submission of a Schedule of Values that complies with Section 9.3, above;

9.4.2.2. submission of Contractor’s certification required by Paragraph 9.2.9, above;

9.4.2.3. submission of: (1) forms of conditional releases of stop notice and bond rights upon progress payment, complying with California Civil Code §3262(d)(1), for all Work performed during the time period covered by the current Application for Payment, signed by Contractor and the Subcontractors and Subconsultants, of every Tier; and (2) forms of unconditional release of stop notice and bond rights upon progress payment,
complying with California Civil Code §3262(d)(2), for all Work performed
during the time period covered by the previous Application for Payment,
signed by Contractor and the Subcontractors and Subconsultants, of every
Tier;

9.4.2.4. compliance by Contractor with its obligation for daily maintenance of As
Built Drawings as required by Paragraph 3.10.2, above;

9.4.2.5. compliance by Contractor with its obligation for submission of daily reports
as required by Paragraph 3.10.3, above;

9.4.2.6. compliance by Contractor with its obligations for submission of scheduling
information and updating of the Schedule as required by Section 3.9, above,
and other provisions of the Contract Documents pertaining to preparation or
updating of schedules and scheduling information;

9.4.2.7. proper payment of prevailing wages as defined in California Labor Code
§1720, et seq.;

9.4.2.8. compliance with the Labor Compliance Program;

9.4.2.9. timely submission of adequate and complete certified payroll records as
required by the Contract Documents;

9.4.2.10. submission of certifications by Contractor and the Subcontractors as required
by the Labor Compliance Program or Applicable Laws certifying that all
employee benefit contributions due and owing have been paid in full;

9.4.2.11. submission of sales tax information as required by Paragraph 3.6.4, above;

and

9.4.2.12. compliance by Contractor with all of its other obligations for submission of
documentation or performance of conditions which, by the terms of the
Contract Documents, constitute conditions to Contractor’s right to receive
payment for Work performed.

9.5. Approval/Rejection of Application for Payment

9.5.1. Review by District Project Manager. Subject to District’s rights under Paragraph 9.5.4,
below, District Project Manager shall promptly review Applications for Payment
submitted by Contractor and provide its Certification for Payment, approving or
disapproving the Application for Payment, in whole or part, within (1) seven (7) Days
after receipt by District Project Manager of an Application for Payment requesting
Progress Payment, and (2) within fourteen (14) Days after receipt by District Project
Manager of an Application for Payment requesting Final Payment.

9.5.2. Disapproval. A Certification for Payment by District Project Manager disapproving, in
whole or in part, an Application for Payment shall be accompanied by an explanation of
the reasons for such disapproval. Failure by District Project Manager to specify in its
disapproval a particular grounds for disapproval of an Application for Payment shall not
waive the District Project Manager’s or District’s right to assert such grounds as a basis
for any future disapproval, or nullification of District Project Manager’s prior approval,
of that or any other Application for Payment.
9.5.3. Resubmittal by Contractor. An Application for Payment that is disapproved by District Project Manager shall be corrected and resubmitted by Contractor after receipt by Contractor of the notice of disapproval. If resubmitted, the resubmitted Application for Payment shall be reviewed and responded to in the same manner as provided in Paragraphs 9.5.1 and 9.5.2, above. If not resubmitted, only the amount, if any, that is approved by District Project Manager for payment shall be paid until such time as a proper Application for Payment that includes the disapproved amount has been submitted in another Application for Payment and, upon such resubmittal, approved for payment.

9.5.4. District Nullification. District reserves the right to nullify any prior approval by District Project Manager of an Application for Payment that is later found to have not complied with the requirements of the Contract Documents, whether or not such noncompliance was observed or apparent on the face of the Application for Payment, and based on such nullification District may take either of the following actions, as applicable: (1) if the Application for Payment has not yet been paid by District, disapprove of that portion of the Application for Payment that is not in compliance and withhold payment of that sum until the noncompliance is fully rectified, or (2) if the Application for Payment has been paid by District, nullify the District Project Manager’s prior approval and withhold payment of such disputed amounts in response to future Applications for Payment; provided, however, that in either case the amount of the District’s nullification shall be limited to that portion of the amount requested in the Application for Payment that is in dispute and the amount of its withholding from the current or any future Application for Payment shall be limited to the amount nullified plus any additional withholding permitted under Section 9.6, below, to protect District from Loss or threatened Loss.

9.5.5. No Waiver by District. Neither approval by District or District Project Manager or, failure by District to exercise its right of nullification with respect to, nor payment by Program Manager or District upon, an Application for Payment or any portion thereof shall be interpreted as or constitute a waiver or release of any of District’s rights to require Contractor’s full compliance with the Contract Documents.

9.5.6. No Representation. Neither approval by District or District Project Manager or, failure by District to exercise its right of nullification with respect to, nor payment by District upon, an Application for Payment or any portion thereof shall be interpreted as a representation that District or District Project Manager has: (1) made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, (2) reviewed Contractor’s construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from the Subcontractors and Subconsultants and other data requested by District or District Project Manager to substantiate Contractor’s right to payment, or (4) made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

9.6. Withholding of Certification or Payment

9.6.1. Grounds for Withholding. District Project Manager may decline to approve an Application for Payment and withhold payment requested under any unpaid Application for Payment, in whole or in part, on any of the grounds set forth in this Paragraph 9.6.1 or elsewhere in the Contract Documents to such extent that District or District Project Manager makes a Good Faith Determination that withholding is necessary to protect District from Loss or threatened Loss because of any of the following circumstances:
9.6.1.1. Third-Party Claims. Third-party claims or stop notices filed or reasonable evidence indicating the probable filing of such claims or stop notices.


9.6.1.3. Nonpayment. Failure of Contractor to make proper payments to a Subcontractor or Subconsultant for services, labor, materials or equipment or other Work.

9.6.1.4. Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Sum or within the Contract Time.

9.6.1.5. Violation of Applicable Laws. Failure of Contractor or a Subcontractor or Subconsultant to comply with Applicable Laws.

9.6.1.6. Penalty. Any penalty asserted against District by virtue of Contractor's failure to comply with Applicable Laws.

9.6.1.7. Lack of Progress. Failure by Contractor to maintain progress in accordance with the Schedule.

9.6.1.8. Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle District to a setoff or recoupment.

9.6.1.9. Consultant Services. Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents.

9.6.1.10. Liquidated Damages. Liquidated damages payable to District pursuant to Section 3.4 of the Contract.

9.6.1.11. Damage. Loss caused to District, a Separate Contractor or any other person or entity under contract to District, by Contractor or a Subcontractor or Subconsultant.

9.6.1.12. Cleanup. Cleanup performed by District and chargeable to Contractor pursuant to the terms of the Contract Documents.

9.6.1.13. Employee Benefits. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to the Labor Compliance Program.

9.6.1.14. Required Documents. Failure of Contractor to submit on a timely basis, proper and complete documentation required by the Contract Documents, including, without limitation, schedule updates, ‘look ahead’ schedules, pricing information, certifications and other required reports or documentation.

9.6.1.15. Labor Compliance. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code §§1720 et seq. or to comply with the requirements of the Labor Compliance Program.
9.6.1.16. Nullification. Nullification by District pursuant to Paragraph 9.5.4, above, of District Project Manager's prior approval of an Application for Payment.


9.6.2. Application of Withholding. Sums properly withheld pursuant to Paragraph 9.6.1, above, may be used by District without a prior judicial determination of District's actual rights with respect to the grounds on which such withholding is based. Contractor agrees and hereby designates District as its agent for such purposes, and agrees that such payments shall be considered as payments made under the Contract by District to Contractor. District shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, District may, in its sole and absolute discretion, elect to exercise its right to adjust the Contract Sum as provided in Section 12.4, below.

9.6.3. Final Payment. In accordance with California Public Contract Code §7107, the amount to be withheld from Contractor's Final Payment pursuant to a withholding asserted pursuant to Paragraph 9.6.1, above, shall be limited to one hundred fifty percent (150%) of the disputed amount.

9.6.4. Release of Withholding. When the reasons for withholding of payment as set forth in Paragraph 9.6.1, above, are removed, approval by District will be promptly issued to Contractor for amounts previously withheld and payment of amounts withheld will be made by District within thirty (30) Days thereafter.

9.6.5. Additional Rights. The District’s right of withholding set forth in this Section 9.6 is in addition to, and not a limitation upon, any other rights of withhold that District may have under the Contract Documents or Applicable Laws.

9.7. Payments by Contractor

9.7.1. Subcontractors, Subconsultants. Contractor shall not include in its Applications for Payment sums on account of any of the Subcontractors’ or Subconsultants’ portion of the Work that it does not intend to pay to such Subcontractor or Subconsultant. Upon receipt of payment from District, Contractor shall pay the Subcontractors and Subconsultants performing the Work, out of the amount paid to Contractor on account of such Subcontractor’s or Subconsultant’s portion of the Work, the amount to which said Subcontractor or Subconsultant is entitled in accordance with the terms of its contract with Contractor and Applicable Laws, including, without limitation, California Public Contract Code §7107. Contractor shall remain responsible, notwithstanding a withholding by District pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all the Subcontractors and Subconsultants who have performed the Work that is included in Contractor’s Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor and Subconsultant to make payments to its sub-subcontractors and suppliers in similar manner. District shall have no obligation to pay or be responsible in any way for payment to the Subcontractors or Subconsultants, of any Tier.

9.7.2. Payments in Trust. Any funds that Contractor receives in payment for services or Work performed by a Subcontractor or Subconsultant shall constitute assets of a trust, which trust funds shall be used for the exclusive benefit of the Subcontractor or Subconsultant
for the purpose of discharging Contractor’s financial obligations on account of labor, services, materials or equipment furnished to the Project by the Subcontractor or Subconsultant, provided that such labor, services, materials or equipment were performed in accordance with the Contract Documents, were included in an Application for Payment to District, and were paid by the District to Contractor. Contractor shall be the trustee of the trust and shall be required to deal with the trust assets for the benefit of the Subcontractor or Subconsultant. Contractor shall not be a beneficiary of the trust. Nothing herein shall be construed as an intent to require that Contractor maintain trust funds in separate bank accounts, specifically designate any third party as a beneficiary of the trust of the trust created herein, or otherwise give rise to any cause of action against the District by any third party beneficiary of the trust created herein.

9.7.3. Payment Information. District will, on request, furnish to any of the Subcontractors or Subconsultants, if practicable, information for such Subcontractor’s or Subconsultant’s review regarding percentages of completion or amounts applied for by Contractor and action taken thereon by District and District Project Manager on account of portions of the Work done by such Subcontractor or Subconsultant.

9.7.4. Joint Payment. District shall have the right, if deemed necessary in its sole and absolute discretion, to issue joint checks made payable to Contractor and any of the Subcontractors or Subconsultants, of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create: (1) any contract between District and any of the Subcontractors or Subconsultants, of any Tier; (2) any obligation from District to any of the Subcontractors or Subconsultants; or (3) any third-party rights against District or District Project Manager.

9.7.5. Direct Negotiation of Stop Notices. District shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop notice claims asserted by the Subcontractors or Subconsultants of any Tier, and to deduct such sums paid from sums due to Contractor.

9.7.6. Release of Stop Notices. With the exception of that portion, and only that portion, of a stop notice or other claim that arises as a result of a failure by the District to make payment to Contractor under circumstances constituting a breach of the Contract by District, if any stop notice or other claim, whether invalid or valid, is made, filed with, served upon or asserted against the District or the Site by any Subcontractor or Subconsultant, of any Tier, or their agent or employee, for money claimed due, then Contractor shall within five (5) Days after written notice by the District Project Manager procure, furnish and record appropriate releases or other instruments which under Applicable Laws will fully release, extinguish and remove such stop notice or claim, as well as any notices of pending action or other notices recorded against the Site in connection with the enforcement thereof. All costs of such actions by Contractor shall be paid for by Contractor. Unless and until fully released as aforesaid, the District shall have the right to retain from any payment then due, or thereafter to become due, to Contractor an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop notice or claim and any action or proceeding thereon. If the amount to be paid, or the amount retained, is insufficient to satisfy, discharge and defend against any such stop notice or claim and any...
action or proceeding thereon, then Contractor shall be liable for the difference and upon demand shall immediately deposit the same with the District. The provisions of this Paragraph 9.7.6 are in addition to such other rights as the District may have against Contractor under the Contract Documents or Applicable Laws.

9.7.7. No District Obligation. Neither District nor District Project Manager shall have any obligation to pay or to see to the payment of money to any of the Subcontractors or Subconsultants except as may otherwise be required by Applicable Laws.

9.8. Failure of Approval or Payment. If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents either: (1) approval or disapproval by District Project Manager of an Application for Payment properly prepared and submitted by Contractor and requesting payment that is otherwise undisputed by District is not issued within the time period required therefor by the terms of this Article 9; or (2) the District does not: (a) upon an Application for Payment properly prepared and submitted by Contractor and approved by District Project Manager pay to Contractor, within the time period required for payment by District, an undisputed amount approved by District Project Manager as earned, which approval has not been, and is not thereafter, nullified by District, or (b) pay to Contractor an amount that has been awarded by arbitration or judgment of a court of competent jurisdiction, then Contractor may, following delivery to District of a written “10-day stop work order”, stop the Work until, as applicable, an approval or disapproval by District Project Manager or payment by District is received by Contractor. Promptly upon receipt of such approval or disapproval, or payment, as applicable, Contractor shall resume the Work. Any resulting Delay associated with the shut down and startup of the Work as a result of Contractor’s proper exercise of its right to stop work under this Section 9.8 shall constitute a Compensable Delay.

9.9. Substitution of Securities for Retention

9.9.1. Public Contract Code. Pursuant to the requirements of California Public Contract Code §22300, upon the Contractor’s request, the District will make payment to the Contractor of any funds withheld from payments to ensure performance under the Contract Documents if the Contractor deposits with the District, or in escrow with a California or federally chartered bank in California acceptable to the District (“Escrow Agent”), securities eligible for the investment of State Funds under Government Code §16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District, upon the following conditions:

9.9.1.1. The Contractor shall be the beneficial owner of any securities substituted for monies withheld for the purpose of receiving any interest on such securities.

9.9.1.2. All expenses relating to the substitution of securities under said §22300 and under this Section 9.9, including, but not limited to the District’s overhead and administrative expenses and expenses of Escrow Agent, shall be the responsibility of the Contractor.

9.9.1.3. Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of the retention to be paid to the Contractor pursuant to the Contract Documents.

9.9.1.4. If the Contractor shall choose to deposit securities in lieu of monies withheld with an Escrow Agent, the Contractor, the District and Escrow Agent shall,
as a prerequisite to such deposit, enter into an escrow agreement. Such escrow agreement shall be substantially in the form “Escrow Agreement for Security Deposits in Lieu of Retention” set forth in California Public Contract Code §22300(f).

9.9.1.5. The Contractor shall obtain the written consent of Surety to such agreement.

9.9.1.6. Securities, if any, shall be returned to the Contractor only upon satisfactory Final Completion of the Work.

9.9.2. Substitute Security. To minimize the expense caused by such substitution of securities, the Contractor shall, prior to or at the time the Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the District withholds pursuant to the Contract Documents, the Contractor shall immediately and at the Contractor’s Own Expense deposit additional security qualifying under said §22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

9.9.3. Deposit of Retentions. Alternatively, subject to the conditions set forth in Paragraph 9.9.1, above, upon request of the Contractor, the District shall make payment of retentions directly to Escrow Agent at the expense of the Contractor, provided that the Contractor, the District and Escrow Agent shall, as a prerequisite to such payment, enter into an escrow agreement in the same form as prescribed in Subparagraph 9.9.1.4, above. At the Contractor’s Own Expense, the Contractor may direct the investment of the payments into securities and interest bearing accounts, and the Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by the District under the same terms provided herein for securities deposited by the Contractor. Upon satisfactory Final Completion of the Work, the Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from the District, less escrow fees and charges of the Escrow Account, according to the terms of said §22300 and the Contract Documents.

9.10. Final Payment

9.10.1. Payment by District. Subject to the right of withholding as set forth in Section 9.6, above, or elsewhere in the Contract Documents, Final Payment shall be made by District not more than sixty (60) Days after completion of the Work as defined in California Public Contract Code §7107(c), (1) or (2), whichever definition is earlier satisfied.

9.10.2. Application for Final Payment. Upon issuance by District of the Notice of Final Completion pursuant to Paragraph 9.13.5, below, Contractor shall submit to District Project Manager its Application for Payment requesting Final Payment.

9.10.3. Review by District. District Project Manager will review and approve or disapprove of the Application for Payment requesting Final Payment as provided in Section 9.5, above.

9.10.4. Conditions to Final Payment. Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper
submission, and to District Project Manager’s approval, of Contractor’s Application for Payment requesting Final Payment:

9.10.4.1. submission of Contractor certification as required by Paragraph 9.2.9, above;

9.10.4.2. submission of consent of Surety, if any, to Final Payment;

9.10.4.3. submission of a certificate evidencing that the insurance required by the Contract Documents is in force;

9.10.4.4. submission of conditional releases and waivers of stop notice and bond rights upon final payment in the form required by California Civil Code §3262(d)(3) executed by Contractor and by all the Subcontractors and Subconsultants, of every Tier;

9.10.4.5. submission of all Close-Out Documents (including, without limitation, complete, accurate As-Built Drawings and Specifications certified by Contractor as required by Paragraph 3.10.2, above);

9.10.4.6. timely submission of adequate and complete certified payroll records as required by the Contract Documents for any time period that Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payment;

9.10.4.7. proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;

9.10.4.8. compliance with the Labor Compliance Program;

9.10.4.9. submission of certifications by Contractor and each Subcontractor, as required by the Labor Compliance Program (if applicable), or Applicable Laws, certifying that all employee benefit contributions due and owing have been paid in full; and

9.10.4.10. submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

9.10.5. Disputed Amounts. Pursuant to California Public Contract Code §7107, District may deduct and withhold from Final Payment an amount of up to one hundred fifty percent (150%) of any disputed amounts, including, without limitation, amounts to protect District against any Loss caused or threatened as a result of Contractor’s failing to fully satisfy the conditions of Final Completion and Final Payment.

9.10.6. Waiver by Contractor. Acceptance of Final Payment by Contractor or a Subcontractor or Subconsultant shall constitute a waiver of all rights by that payee against District for recovery of any Loss, excepting only those Claims that have been submitted by Contractor in the manner required by Section 4.4, above, prior to or at the time of Contractor’s submission of its Application for Payment requesting Final Payment.

9.11. Substantial Completion

9.11.1. Contract Time. Contractor shall achieve Substantial Completion of the Work, or such portion of the Work as may be designated at any time by District for separate delivery, in
accordance with the requirements of the Contract Time and other provisions of the Contract Documents.

9.11.2. Request for Inspection. Contractor shall notify the District Project Manager when Contractor believes that the Work, or portion thereof designated by the District or in the Contract Documents for separate delivery, is Substantially Complete.

9.11.3. Substantial Completion Inspection. When Contractor gives notice to District Project Manager that it has achieved Substantial Completion of the Work, or a District-designated portion thereof, unless the District Project Manager determines that the Work or District-designated portion thereof is not sufficiently complete to warrant an inspection to determine Substantial Completion, District Project Manager, Inspector of Record, Design Consultant and such others as may be designated by District will inspect the Work, or such District-designated portion thereof.

9.11.4. Substantial Completion Punch List. At the conclusion of such inspection, District Project Manager shall prepare and give to Contractor (or, District Project Manager may request that Contractor prepare and provide to District Project Manager) a Substantial Completion Punch List of items, if any, to be completed or corrected for Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Substantial Completion Punch List. Contractor shall proceed within forty-eight (48) hours after preparation of the Substantial Completion Punch List to commence correction and completion of the items on the Substantial Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Substantially Complete. Failure by District, District Project Manager, Inspector of Record, Design Consultant or Contractor to include an item on the Substantial Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Substantial Completion that, for any reason, have been omitted from the Substantial Completion Punch List shall be added to the Substantial Completion Punch List and shall be promptly completed by Contractor upon request by District, District Project Manager, Design Consultant or Inspector of Record made at any time prior to Final Payment.

9.11.5. Re-Inspection. Contractor shall notify District Project Manager when the items of Work shown on the Substantial Completion Punch List are completed. District Project Manager, Inspector of Record, Design Consultant and such others as District deems necessary or appropriate will then make a further inspection to determine whether such Work is Substantially Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Substantial Completion Punch List, which must be completed or corrected before Substantial Completion, Contractor shall, as a condition of Substantial Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Substantially Complete. Contractor shall reimburse District, or District may at its option withhold from Contractor’s payments, amounts incurred by District for the District Project Manager, Inspector of Record, Design Consultant, District Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors or Subconsultants, are necessary for more than two (2) such re-inspections to determine Substantial Completion.
9.11.6. Notice of Substantial Completion. When District Project Manager determines that the Work or such District-designated portion thereof, is Substantially Complete, District will prepare a Notice of Substantial Completion on the District's form, which shall state the date of Substantial Completion. If the Notice of Substantial Completion is for the entire Work, then the District Project Manager will attach to it the Final Completion Punch List prepared in accordance with Paragraph 9.13.2, below. Regardless of the date the Notice of Substantial Completion is issued, Substantial Completion shall be deemed to have occurred on the date stated in the Notice of Substantial Completion.

9.12. Partial Occupancy or Use. District reserves the right to beneficially occupy all or any portion of the Work at any time before Substantial Completion of the entire Work. Beneficial occupancy means that District has assumed physical occupancy and use of such portion of the Work. Commencement of improvements or other work by Separate Contractors in order to ready the Work for use or occupancy by District shall be unconditionally permitted in all cases prior to Substantial Completion and shall not constitute a taking of beneficial occupancy by District. Exercise by District in accordance with the provisions of this Section 9.12 of its right to take beneficial occupancy shall not constitute grounds for a Contract Adjustment. The District’s right of beneficial occupancy of all or a portion of the Work prior to Substantial Completion shall be subject to the following conditions:

9.12.1. District Project Manager and such others as District deems necessary will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected in the same manner as required by and subject to the same conditions as set forth in Section 9.11, above.

9.12.2. Beneficial occupancy by District shall not be construed as Acceptance of that portion of the Work which is to be occupied.

9.12.3. Except as otherwise provided in this Section 9.12, beneficial occupancy by District shall not constitute a waiver of rights of the District against Contractor. Notwithstanding anything stated in this Section 9.12 or elsewhere in the Contract Documents to the contrary, beneficial occupancy by District shall not constitute a waiver of rights of District relating to Defective Work in the area beneficially occupied or in any other portion of the Work.

9.12.4. Prior to the District's taking beneficial occupancy, Contractor shall submit to District Project Manager an itemized list of each piece of equipment located in or serving the area to be occupied stating the date operation of such piece of equipment commenced, together with operating instructions, manuals and other information required by the Contract Documents. Contractor shall provide, in the areas beneficially occupied, on a continual basis, utility services, elevator service, and heating and cooling systems in operable condition commencing at the time of beneficial occupancy and until Final Completion of the entire Work. District shall be responsible, from and after taking occupancy, for utility consumption, regular operation and regular maintenance of such systems or equipment.

9.12.5. Provided that all of the equipment and systems located in or serving the occupied area are complete and operational, the Guarantee to Repair Period, as well as other express warranties on materials, equipment or other Work installed and contained entirely within that portion of the Work which is beneficially occupied, will commence upon the first date of actual beneficial occupancy or use of such occupied portions of the Work by District.
9.12.6. District shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

9.12.7. District shall pay all utility costs that arise out of its beneficial occupancy.

9.12.8. Contractor shall not be responsible for providing security in areas beneficially occupied.

9.12.9. District shall use its best efforts to prevent its beneficial occupancy from interfering with the conduct of Contractor's remaining Work.

9.12.10. Contractor shall not be required to repair damage caused solely by District’s beneficial occupancy.

9.12.11. Contractor shall continue to maintain all insurance required by the Contract Documents in full force and effect.

9.13. Final Completion

9.13.1. Contract Time. Contractor shall expeditiously and diligently perform the Work after Substantial Completion, including, without limitation, all items of Work on the Final Completion Punch List that accompanies the Notice of Substantial Completion, so as to achieve Final Completion within the requirements of the Contract Time for Final Completion.

9.13.2. Final Completion Punch List. Contractor shall prepare and submit to District Project Manager at the time that Contractor requests inspection for Substantial Completion of the entire Work pursuant to Paragraph 9.11.2, above, a draft proposed Final Completion Punch List of items of Work that will be required to be completed or corrected for Final Completion. Items identified in the course of any inspection for Substantial Completion that are required to Finally Complete the Work following Substantial Completion shall be added to the proposed Final Completion Punch List and the revised Final Completion Punch List attached to the Notice of Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Final Completion Punch List. When Contractor considers the Final Completion Punch List to be complete, it shall promptly sign and deliver the Final Completion Punch List to the District Project Manager. Failure by District, District Project Manager, Design Consultant, Inspector of Record or Contractor to include an item on the Final Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Final Completion Punch List shall be added to the Final Completion Punch List upon request by District, District Project Manager, Inspector or Record or Design Consultant made at any time prior to Final Payment.

9.13.3. Performance of Punch List. Contractor shall proceed promptly and in accordance with the Contract Time to correct and complete the items on the Final Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Finally Complete.

9.13.4. Request for Final Inspection. Contractor shall notify District Project Manager when Contractor believes that the Work, or portion thereof designated by District for separate delivery, is Finally Complete. District Project Manager, Inspector of Record, Design Consultant and such others as District deems necessary or appropriate will then make a further inspection to determine whether such Work is Finally Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item,
whether or not included on the Final Completion Punch List, which must be completed or corrected before Final Completion, Contractor shall, as a condition of Final Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Finally Completed. Contractor shall reimburse District, or District may at its option withhold from Contractor’s payments, amounts incurred by District to the Inspector of Record, Design Consultant, District Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors or Subconsultants, are necessary for more than two (2) inspections to determine Final Completion.

9.13.5. Notice of Final Completion. When District Project Manager determines that the Work is Finally Complete, District Project Manager will prepare a Notice of Final Completion on the District's form, which shall state the date of Final Completion. Regardless of the date the Notice of Final Completion is issued, Final Completion shall be deemed to have occurred on the date stated in the Notice of Final Completion.

9.13.6. Acceptance by District. Acceptance may be exercised by District, in its sole and absolute discretion, either after Final Completion or, without waiving or releasing Contractor from any of its obligations under the Contract Documents, at any time after Substantial Completion and prior to Final Completion.

9.13.7. Notice of Completion. In addition to issuance of the Notice of Substantial Completion and Notice of Final Completion, District shall have the right, exercised in its sole and absolute discretion, to record a Notice of Completion pursuant to California Civil Code §3093.

9.13.8. No Waiver by District. No inspections conducted pursuant to this Article 9 nor any approvals or certificates issued by District, District Project Manager, Design Consultant or Inspector of Record shall be deemed to be a waiver or limitation on District’s right to insist on Final Completion and full performance of all other conditions to Final Payment under the Contract Documents prior to issuance of Final Payment to Contractor.
10 INSPECTION, HAZARDOUS SUBSTANCES AND SAFETY

10.1. Inspections

10.1.1. General. One or more Inspectors of Record, including special inspectors as required, will be employed by District and will be assigned to the Work. The fees of Inspectors of Record shall be directly paid for by District. No work shall be carried on except under the inspection, and with the knowledge, of the appropriate inspector(s) of record, and Contractor shall be responsible, at Contractor’s Own Expense, to remove and replace any Work performed without such inspection by the appropriate Inspector of Record.

10.1.2. Coordination. Contractor shall schedule, arrange, and coordinate its activities with the activities of the District, District Project Manager, Inspectors of Record, Design Consultant, District Consultants and others designated by District to inspect or observe the Work. Contractor understands and agrees that the Inspector of Record for the Project may also serve concurrently as inspector for other District projects and may not therefore be available on site during the entire work day. It shall be the responsibility of Contractor to notify the Inspector not less than twenty-four (24) hours in advance of materials and equipment deliveries and required inspections. When, in order to comply with the intent of the Contract Documents, inspection or observation must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Contractor shall notify the District Project Manager, as well as any other persons identified by District as assigned by it to inspect or observe the Work, a sufficient length of time and no less than 72 hours in advance to allow for arrangements to be made for such inspection or observation.

10.1.3. Uncovering of Work. District Project Manager or an Inspector of Record shall have the right to request that any portion of the Work be uncovered by Contractor for inspection. Except as otherwise provided in Paragraph 10.1.1, above, if such Work is found to be in accordance with the Contract Documents, then all of the additional costs incurred in uncovering, replacing and re-covering the Work shall constitute grounds for Contractor, upon proper notice and request pursuant to Article 7, above, to receive a Contract Adjustment for Compensable Change and if such uncovering, replacing and re-covering of the Work causes a Delay, such Delay shall constitute grounds for Contractor, upon proper notice and request pursuant to Article 8, above, to receive a Contract Adjustment for Compensable Delay. If such Work is not in accordance with the Contract Documents, then such costs of uncovering, replacing and re-covering shall be paid for by Contractor at Contractor’s Own Expense and any resulting Delay shall be considered an Unexcused Delay.

10.1.4. Off-Hours Inspections. Contractor shall request approval by District Project Manager before arranging any inspections either: (1) before 6:00 am or after 6:00 pm on Monday through Friday, or (2) on any Saturday, Sunday, holiday or any other time when Work is not usually in progress. Such request shall be delivered to District Project Manager at least two (2) working days in advance of the inspection being performed. Approval or disapproval of such request is in the sole and absolute discretion of District, which approval will be communicated to Contractor by the District Project Manager. Except where such off-hours inspections are due to a breach by District of an obligation under
the Contract Documents, the additional cost (over and above that which would be required for inspections during regular business hours) to District of the inspection shall be paid for by Contractor at Contractor’s Own Expense.

10.1.5. Off Site Inspections. Contractor shall be responsible for any inspection cost due to fabrication of materials being performed outside of Orange County.

10.1.6. Access to the Work. Contractor shall make available for use by District, District Project Manager, Inspectors of Record, Design Consultant, District Consultants and others assigned to inspect or observe the Work, any equipment (wheelbarrow, shovel, ladder, man-lift, etc.) that is available or in use on Site, and is required to assist in such inspections or observations.

10.1.7. Right to Stop Work. Inspectors of Record shall, only if and to the extent permitted by Applicable Laws, have the authority, but not the obligation, to stop the Work whenever provisions of Contract Documents are not being complied with, or the conduct of the Work poses a probable risk of harm to persons or property.

10.1.8. No District Duty. No authority of the District, District Project Manager, Inspectors of Record, Design Consultant, District Consultants or others designated by District to inspect the Work that is conferred by the Contract Documents nor any decision made by any of them in good faith either to exercise or not exercise such authority, nor any recommendation by any of them, shall give rise to a duty or responsibility on the part of any of them to Contractor or to the Subcontractors or Subconsultants, of any Tier.

10.1.9. Contractor Responsibility. Inspections or observations by the District, District Project Manager, Inspectors of Record, District Consultants or others shall not in any way relieve Contractor from its sole responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen, to any degree, Contractor’s responsibility for providing efficient and capable superintendence as required herein or for incorporating into the Work only those items of the Work that conform to the Contract Documents.

10.1.10. Reimbursement to District. Without limitation to any other provisions of the Contract Documents, Contractor shall reimburse the District at Contractor’s Own Expense, or District shall have the right, at its option, to withhold from payments due to Contractor, costs of inspections, observations or testing and other Losses that are incurred for any of the following reasons: (1) Contractor has failed to execute the Work in accordance with the Contract Documents; (2) materials or equipment have been substituted by Contractor, without prior approval by the District; (3) Defective Work; or (4) to conduct load testing of certain portions of the structure that have not fully met the requirements of the Contract Documents.

10.2. Safety Precautions and Programs

10.2.1. General Safety Obligation. Contractor and any member of the Design Build Team shall, notwithstanding the activities of others (such as, but not limited to, the District, District Project Manager, Design Consultant, Inspectors of Record, District Consultants or others designated by District to inspect or observe the Work), be solely responsible, on a twenty-four (24) hours a Day, seven (7) Days a week basis, for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.
10.2.2. Illness and Injury Prevention Plan. Prior to the start of the Work, Contractor shall prepare and submit to District Project Manager an Illness and Injury Prevention Plan, which shall comply with the requirements of the Contract Documents and shall include, at a minimum, guidelines, requirements and procedures for the following: safety management policy; emergency response plan; illness and injury prevention procedures; safety meetings; accident investigation; basic accident causes; safety inspection checklist; fire prevention and control; report forms; and employee safety manual and procedures for achieving compliance with safety requirements of insurers. A copy of the Illness and Injury Prevention Plan shall be maintained on Site at all times and provided to the District Project Manager upon request. Contractor, and any member of the Design Build Team, where applicable, is solely responsible for monitoring activities at the Site for compliance with the Illness and Injury Prevention Plan and for the enforcement thereof.

10.2.3. Safety Orders. Contractor shall comply with all Applicable Laws, including, without limitation, all safety laws, standards, orders, rules, regulations and building codes, to prevent accidents or injury to persons on, about or adjacent to the Site and to provide a safe and healthful place of employment. Contractor shall, at Contractor’s Own Expense, correct any violations of Applicable Laws occurring or threatened by conditions on the Site.

10.2.4. Safety Representative. Contractor shall designate a responsible member of its organization on the Site, who meets the qualification and competency requirements of Applicable Laws and whose sole duty shall be giving safety instructions, prevention of accidents and overall job site safety (including, without limitation, posting of information and other notices regarding safety that are required under occupational safety and health laws and compliance with reporting and other occupational safety requirements pertaining to the protection of the life, safety and health of the workers). The name of the person so designated shall be reported to the District Project Manager by Contractor prior to the commencement of any of the Work on the Site.

10.2.5. Protection, Safety. Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the preparation, performance, observation or inspection of the Work, including all necessary precautions for the safety of and protection to:

10.2.5.1. persons in and around the Site, as well as their personal property and vehicles;

10.2.5.2. the Work, materials and equipment to be incorporated therein under care, custody or control of Contractor or the Subcontractors or Subconsultants, of any Tier, whether in storage on or off the Site, including, without limitation, the provision of temperature control, covering and enclosures necessary to prevent Loss due to adverse weather conditions;

10.2.5.3. other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, curbs, roadways, structures (including, without limitation, protection from settlement or loss of lateral support) and utilities not designated for removal, relocation or replacement in the course of construction; and

10.2.5.4. construction and operations by the District, Design Consultant, District Project Manager and Inspectors of Record.
10.2.6. Protection. As part of the Contractor’s obligation under Paragraph 10.2.5, above, Contractor shall take reasonable precautions to protect the Work and all building materials, equipment, temporary field offices, storage sheds, and other public and private real and personal property that might be affected, directly or indirectly, by Contractor’s activities associated with performance of the Work, and shall make good, at Contractor’s Own Expense, all Loss due to failure to provide such reasonable precautions.

10.2.7. Safeguards, Warnings, Disabled Access. Contractor shall erect and maintain, as required by existing conditions and performance of the Work, all necessary safeguards for safety and protection, including, without limitation, safety devices, belts, nets, barriers, safety rails, canopies, danger signs, fire protection, no smoking prohibitions, warnings against hazards, safety regulations postings and notifications to owners and users of adjacent sites and utilities, and shall, as required by Applicable Laws, make provision for access for, and provide assistive devices to, persons with disabilities, including, without limitation, providing safe pathways of travel around areas where construction is being performed so that staff, students, visitors, the public and others on the Site with disabilities are afforded reasonably direct and barrier-free access to areas of the Site and Existing Improvements.

10.2.8. Fire, Explosives, Hazardous Substances. Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards. Explosives may be used or stored only when authorized in writing by the District. Explosives shall be handled, used and stored in accordance with Applicable Laws. When use or storage of explosives or other Hazardous Substances or methods of construction involving use of dangerous materials or equipment are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.


10.2.10. Unsafe Conditions. Contractor shall immediately correct any condition that exists on the Site, or that District’s Project Manager, in its reasonable judgment, determines to exist on the Site, that is unsafe or potentially unsafe to persons or property. If, in the sole and absolute discretion of District or District Project Manager, the condition is potentially life-threatening, the District or District Project Manager may, with or without notice to Contractor, take whatever immediate action is necessary to correct the life-threatening condition, and the costs thereof, including, without limitation, any additional service fees or costs of the District Project Manager, Design Consultant, Inspectors of Record, District Consultants or others to whom District may be liable, shall be reimbursed to District by Contractor at Contractor’s Own Expense. Nothing set forth in this Paragraph 10.2.10 shall be interpreted as an assumption of any obligation on the part of the District, District Project Manager, Inspectors of Record, Design Consultant, District Consultants or other persons or entities other than Contractor and the Subcontractors and Subconsultants, to report such conditions to Contractor nor as relieving Contractor of any of its responsibilities under the Contract Documents.

10.2.11. Responsibility for Loss. Contractor shall promptly remedy Loss to any property or person caused in whole or in part by the failure of Contractor, the Subcontractors or Subconsultants, of any Tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable to fully comply with the requirements of this
Article 10, except Loss attributable solely to the negligent acts or omissions of the District, District Project Manager, Inspectors of Record, Design Consultant, District Consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable, in whole or in part, to the negligence, willful misconduct or violation of Applicable Laws by Contractor or a Subcontractor or Subconsultant, of any Tier, or the failure by Contractor to comply with the Contract Documents. The foregoing obligations of Contractor are in addition to and not a limitation upon Contractor's indemnity obligations under Section 3.18, above.

10.2.12. Loading, Storage. Contractor shall be responsible for coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load or store or permit any part of the Work or the Site to be loaded or stored so as to endanger the safety of persons or property.

10.2.13. Emergency.

10.2.13.1. Contractor Responsibility. In an emergency involving safety or protection of persons or property, Contractor shall act immediately, either at District’s or District Project Manager’s direction or as otherwise necessary under the circumstances, to prevent any Loss. In such cases, Contractor shall immediately notify District Project Manager, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation of the occurrence of such emergency and Contractor’s action in response thereto.

10.2.13.2. District Action. If, in the sole discretion of District or District Project Manager, the condition is immediately threatening life or property, District or District Project Manager may, with or without notice to Contractor, take whatever immediate action is necessary to correct the life-threatening condition, and the costs thereof, including, without limitation, any additional services fees or costs of District Project Manager, Inspector of Record, District Consultants or others to whom District may be liable, shall be borne by Contractor at the Contractor’s Own Expense.

10.2.13.3. No District Responsibility. Nothing set forth in this Paragraph 10.2.13 nor elsewhere in the Contract Documents shall be interpreted as an assumption of any responsibility on the part of District, District Project Manager, Inspectors of Record, Design Consultant or other persons or entities other than the Contractor and the Subcontractors and Subconsultants to report such conditions to Contractor nor as relieving Contractor of any of its responsibilities under the Contract Documents.

10.2.14. Separate Contractors. With respect to work of Separate Contractor being performed within an area of the Site that is under the responsibility or control of the Contractor, Contractor shall: (1) provide copies of the IIPP to the Separate Contractors; (2) protect the Separate Contractors’ work and workers from Loss due to the actions or inactions of Contractor and the Subcontractors; and (3) notify the Separate Contractor and District of any observed violation by the Separate Contractor of the IIPP or of any violations by the Separate Contractor of Applicable Laws governing safety on the Site. Nothing herein shall be interpreted as relieving the Separate Contractors from their obligations to comply with the Contractor’s IIPP, as excusing any failure by a Separate Contractor from
performing its obligations under its contracts with District or Applicable Laws or as obligating Contractor to directly supervise or enforce the obligations of the Separate Contractors to comply with the requirements of the IIPP or Applicable Law relating to safety.

10.3. Hazardous Substances, Mold

10.3.1. Hazardous Substances.

10.3.1.1. Release on Site.

10.3.1.1.1. Existing Conditions.

10.3.1.1.1. The District has evaluated the potential presence of hazardous substances and made available the associated reports. Prior to structural demolition, Contractor shall abate hazardous material in compliance with all applicable State and Federal rules and regulations.

10.3.1.1.2. In the event Contractor or its Subcontractors or Subconsultants encounter materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Contractor and Subcontractors and Subconsultants shall, except in cases where the removal, encapsulation or abatement of such Hazardous Substances is indicated by the Contract Documents to be part of the Work to be performed by Contractor, immediately stop Work in the area affected and report the condition to District Project Manager in writing. Contractor and Subcontractors and Subconsultants shall continue Work in unaffected areas reasonably believed safe. District Project Manager shall then promptly arrange for the sampling, testing and profiling of such suspected Hazardous Substances to confirm the nature, quantity or concentration thereof. In the event that such suspected Hazardous Substances are determined not to be Hazardous Substances or to be Hazardous Substances but not of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as a hazardous waste upon disturbance and removal, then Contractor and its Subcontractors and Subconsultants shall, without any Contract Adjustment, be obligated to resume the portion of the Work that was suspended and shall proceed to handle and dispose of such materials pursuant to the Contract Documents, taking all reasonable precautions that are applicable under the circumstances. If, alternatively, the suspected
Hazardous Substances are determined to be Hazardous Substances of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as hazardous waste upon disturbance and removal, the parties shall determine what, if any, action to take with respect to such Hazardous Substances, whether to resume Work with respect to such Hazardous Substances, taking all reasonable precautions that are applicable under the circumstances, and what, if any, Contract Adjustment is appropriate and mutually agreed in order to account for any increased cost of, or Delay in connection with, handling or disposal of Hazardous Substances not already contemplated and provided for in the Contract Documents.

10.3.1.1.2. Contractor Release. Contractor and its Subcontractors and Subconsultants shall not cause the introduction, discharge, release, emission, spill, storage, treatment or disposal of any Hazardous Substance on or adjacent to the Site. Should Contractor or its Subcontractors or Subconsultants introduce, discharge, release, emit, spill, treat, store or dispose of any Hazardous Substance on the Site in violation of the foregoing obligation or otherwise in violation of Applicable Laws, Contractor shall at Contractor’s Own Expense and without limitation to District’s other rights or remedies for default immediately (1) inform District Project Manager in writing of such event, (2) advise District Project Manager with respect to any release reporting or notification requirement that may apply as a result of such event, (3) assist District and District Project Manager in complying with any such reporting or notification requirement as determined by District or District Project Manager, and (4) perform any investigation, remediation, removal or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event to the full satisfaction of District and any applicable Governmental Authority. Such Hazardous Substances shall be removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by District Project Manager.

10.3.1.2. Remediation by Contractor.

10.3.1.2.1. Application. The provisions of this Paragraph 10.3.1.2 shall apply only if the Work to be performed by Contractor includes within its scope the removal, abatement, moving, handling, containment, disposal or transport of Hazardous Substances.

10.3.1.2.2. Advance Submissions. Before Contractor or any of its Subcontractors or Subconsultants moves, removes, or transports
Hazardous Substances to a facility for the receipt, treatment, storage or disposal of the Hazardous Substances (“Hazardous Substances Facility”), Contractor shall cause the person or entity who will be moving, removing or transporting the Hazardous Substances to provide to District Project Manager the following: (1) verification of the Hazardous Substance Facility’s or other transporter’s licensed status to haul such materials; (2) verification of the Hazardous Substance Facility’s licensed status, including a current permit to receive the specific materials to be transported there; (3) certification that the Hazardous Substance Facility is not under enforcement action by the U.S. Environmental Protection Agency (“EPA”) or applicable State Government Authority or listed on any applicable EPA or applicable State Government Authority list of violating facilities; (4) verification of the Hazardous Substances Facility’s EPA Identification Number (if applicable); and (5) original executed letter(s) of indemnity from the Hazardous Substances Facility bearing the Hazardous Substance Facility’s letterhead. Contractor further warrants that the selected Hazardous Substance Facility is appropriately licensed and permitted to store, treat and dispose of Hazardous Substances waste in connection with the Work.

10.3.1.2.3. Contractor Responsibility. Contractor warrants that it is aware of and understands the hazards which are presented to persons, property and the environment in performance of the transportation, storage and disposal of Hazardous Substances. Contractor and its Subcontractors, Subconsultants and agents shall be responsible for the following: (1) processing the application for, and receiving on behalf of the District or appropriate entity, an EPA or state-equivalent generator identification number (if required); (2) preparing manifests and other shipping documents; (3) making all necessary arrangements (after consultation with District Project Manager or District Consultant) for any off-Site transportation, treatment, storage and disposal of Hazardous Substances in accordance with Applicable Laws; (4) ensuring the proper and lawful transportation and disposal of Hazardous Substances, even if such services are performed by other entities under contract with Contractor or its Subcontractors or Subconsultants; and (5) taking any necessary actions to ensure such proper transport and disposal of Hazardous Substances in the event of any contingency, such as the rejection of the Hazardous Substances as nonconforming by any waste disposal facility. Contractor shall promptly provide to District Project Manager copies of all manifests and other shipping documents confirming the receipt and proper disposal of all waste at the Hazardous Substances Facility, even if such services are performed by other entities under contract with Contractor or its Subcontractors or Subconsultants.
10.3.1.2.4. Reporting Requirements. Contractor shall comply with any Hazardous Substances release reporting requirements to Governmental Authorities directly applicable to Contractor. Notice of such reporting must be provided in advance to District Project Manager or concurrently in the event of an emergency.

10.3.1.2.5. Samples. Contractor and its Subcontractors and Subconsultants shall retain all media samples for the longer of (1) the longest holding period specified in any federal, state or local laboratory analytical procedures or guidance for the analyses performed; or (2) three months for soil samples and thirty (30) Days for water samples. Further storage or transfer of samples will be made at District’s expense upon District Project Manager’s written request of Contractor. Contractor shall require by contract that each and every Subcontractor and Subconsultant and agent of Contractor who performs testing of samples in connection with the Work properly disposes of such samples in accordance with Applicable Laws after completion of testing and notice to District Project Manager. Regarding any such samples which may remain on-Site, provided District Project Manager or District Consultant has approved of such on-Site storage in advance, District agrees to pay all costs associated with the storage, transport, and disposal of such samples.

10.3.1.2.6. Verification. Upon Final Completion of the Work, Contractor shall confirm by a writing delivered to District Project Manager or District Consultant that: (1) all Hazardous Substances specified for removal in the Contract Documents have been removed; and (2) all Hazardous Substances wastes removed from the Site as part of the Work have been disposed of in accordance with this Subparagraph 10.3.1.2 and Applicable Laws in a Hazardous Substances Facility.

10.3.2. Mold. Contractor is responsible to immediately notify District Project Manager in writing if any conditions in the construction materials incorporated or to be incorporated into the Work or present in Existing Improvements are encountered at the Site that Contractor or any Subcontractor or Subconsultant knows or, in the exercise of due care, should know indicate the presence of Mold or if untreated are likely to result in the growth of Mold. Contractor shall thereafter take such precautions as are reasonably required to prevent the exposure of persons to such conditions until they have been evaluated. Except as otherwise authorized by the Contract Documents or as are usual and customary according to prevailing standards of the construction industry in the vicinity of the Project, Contractor shall not allow water or moisture to come into contact with materials in Existing Improvements or with materials located at the Site that are incorporated or to be incorporated into the Work and if such contact occurs, the areas affected shall be inspected by Contractor, using appropriate consultants experienced in testing and evaluating Mold, for the presence of Mold and evaluated for the potential of future growth of Mold. All portions thereof that are found to indicate the presence of Mold, or that are found to be in a condition that has the potential for becoming a source of Mold, shall be removed and replaced. Costs incurred by Contractor due to its failure
to perform its obligation under this Paragraph 10.3.2 shall be borne by Contractor at Contractor’s Own Expense.

10.3.3. Release of District Liability. Contractor assumes the risk that its employees or the employees of its Subcontractors and Subconsultants, and other persons that they cause or permit to be present on the Site, may be exposed to known or unknown Hazardous Substances or Mold. Under no circumstances shall District be liable for, and Contractor hereby fully and unconditionally releases District and the other Indemnitees from, and agrees to defend and indemnify District and the other Indemnitees on the terms set forth in Section 3.18, above, against, any and all known and unknown Loss resulting from or relating to the exposure of any employee of Contractor or its Subcontractors or Subconsultants, or other person that they cause or permit to be present on the Site, to: (1) Hazardous Substances or Mold encountered in connection with or as a result of the performance of the Work, or (2) Hazardous Substances or Mold not necessarily encountered in connection with the performance of the Work, but to which any of them may nevertheless be exposed as a result of their being present on the Site.

10.3.4. Governmental Authorities. Contractor shall provide to District Project Manager copies of all written communications with Governmental Authorities or others relating to Hazardous Substances or Mold (other than privileged communications); provided, however, that non-disclosure of privileged communications shall not limit Contractor’s obligation to otherwise comply with the terms of the Contract Documents, including, without limitation, this Section 10.3.

10.3.5. Subcontractors, Subconsultants. Contractor shall include provisions in all contracts it enters into with Subcontractors and Subconsultants for the Work requiring them to assume toward Contractor and District the same obligations that Contractor assumes toward District under this Section 10.3. Contractor shall require the Subcontractors and Subconsultants to ensure that such provisions are included in all contracts they enter into with all lower-Tier Subcontractors and Subconsultants.

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11 INSURANCE AND BONDS

11.1. Insurance Requirements

11.2. Worker's Compensation Insurance. The Design Build Entity shall purchase and maintain Workers' Compensation Insurance as will protect the Design Build Entity from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Design Build Entity, and member of the Design Build Team or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

11.3. Employer's Liability Insurance. Design Build Entity shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee that arises out of the employee's employment by Design Build Entity. The Employer's Liability Insurance required of Design Build Entity hereunder may be obtained by Design Build Entity as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Design Build Entity hereunder. The limits of liability required hereunder shall be as set forth in the Special Conditions.

11.4. Commercial General Liability and Property Insurance. The Design Build Entity shall purchase and maintain Commercial General Liability and Property Insurance as will protect the Design Build Entity from the types of claims set forth below which may arise out of or result from Design Build Entity's operations under the Contract Documents and for which the Design Build Entity may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Design Build Entity's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Design Build Entity, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability applicable to the Design Build Entity's obligations under the Contract Documents, and (vi) completed operations. The limits of liability required hereunder shall be as set forth in the Special Conditions.

11.5. Builder's Risk “All-Risk” Insurance. When required in the Special Conditions, the Design Build Entity, during the progress of the Work and until Final Acceptance of the Work by the District upon completion of the entire Contract, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against, including but without limitation, vandalism, theft and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse, and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Design Build Entity’s Builders Risk Insurance shall include coverage and insurance against the perils of earthquake, if so indicated in the Special Conditions. Such insurance shall include the District as an additional named insured and any other person with an insurable interest designated by the District as an additional named insured.

The Design Build Entity shall submit to the District for its approval all items deemed to be uninsurable. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of
the Design Build Entity and the Surety, and no claims for such loss or damage shall be recognized by the District, nor shall such loss or damage excuse the complete and satisfactory performance of the Contract by the Design Build Entity.

11.6. Coverage Amounts: Insurer Qualifications. The insurance required of the Design Build Entity hereunder shall be written for not less than any limits of liability specified in the Contract Documents, including the Special Conditions, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Design Build Entity hereunder, the Design Build Entity shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof. All policies of insurance required hereunder shall be issued by an insurer authorized to issue insurance under the laws of the State of California and who at the time of issuance of a policy of insurance is rated at least A minus (A-), #VI or VII, by A.M. Best Key Rating.

11.7. Evidence of Insurance; Subcontractor’s Insurance.

11.7.1. Prior to commencement of the Work, Design Build Entity shall deliver to the District Certificates of Insurance evidencing the insurance coverage required by the Contract Documents. Failure or refusal of the Design Build Entity to so may be deemed by the District to be a default of a material obligation of the Design Build Entity under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverage afforded under such policies shall not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District.

11.7.2. The insurance policies required of Design Build Entity hereunder shall also name the District, members of the District’s board of trustees, and the officers, agents, employees and volunteers of the District, the State Allocation Board, if applicable, the Architect and the Architect’s consultants as additional insured as its interests may appear. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Design Build Entity fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Design Build Entity under the Contract Documents. The Design Build Entity shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Design Build Entity to comply with such request may be deemed by the District to be a default of a material obligation of the Design Build Entity under the Contract Documents.

11.7.3. Design Build Entity shall require that every Subcontractor, of any tier, performing or providing any portion of the Work, obtain and maintain the policies of insurance set forth in Articles 11.2, 11.3, and 11.4 of these General Conditions; the coverage and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Design Build Entity obtaining and maintaining such policies of insurance.
Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Article 11. Upon request of the District, Design Build Entity shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Design Build Entity to provide the District with Subcontractors’ Certificates of Insurance evidencing the insurance coverage required hereunder shall be deemed a material default of Design Build Entity hereunder.

11.8. Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the District’s Final Acceptance of all of the Work, or from the date of Substantial Completion as provided in Article 9.11 herein, for the full two years correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Design Build Entity fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Design Build Entity. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Design Build Entity’s responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Design Build Entity’s obligation to pay Liquidated Damages. In no instance shall the District’s exercise of its option to occupy and use completed portions of the Work relieve the Design Build Entity of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

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

11.10. Indemnity.

11.10.1. Unless arising solely out of the active negligence, gross negligence or willful misconduct of the Indemnified Parties, the Design Build Entity shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District and its Board of Trustees, officers, employees, agents and representatives (including the District’s Project Inspector, and District Project Manager); and (ii) the Architect and its consultants for the Work and their respective agents and employees. The Design Build Entity’s obligations hereunder include indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Design Build Entity or any Subcontractor or any person or entity engaged by them for the Work. The Design Build Entity’s obligations under the foregoing include without limitation: (i)
injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) stop notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of the Design Build Entity, any Subcontractor, of any tier, or any other person or entity employed directly or indirectly by Design Build Entity in connection with the Work and their respective agents, officers or employees.

11.10.2. If any action or proceeding, whether judicial, administrative or otherwise, shall be commenced on account of any claim, demand or liability subject to Design Build Entity's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Design Build Entity shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the Indemnified Parties named in such action or proceeding.

11.10.3. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Design Build Entity shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Design Build Entity shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Design Build Entity's obligations hereunder are binding upon Design Build Entity's Performance Bond Surety and these obligations shall survive notwithstanding Design Build Entity's completion of the Work or the termination of the Contract.

11.11. Performance Bond and Payment Bonds

11.11.1. Performance and Payment Bonds. Within fourteen (14) Days after the later of (1) receipt of Notice of Intent to Award, or (2) completion of Negotiations (if requested), Contractor shall deliver to District a good and sufficient labor and material payment bond (“Payment Bond”) and a good and sufficient performance bond (“Performance Bond”), each in the amount of one hundred percent (100%) of the difference of the Contract Sum less the Design Fee.

11.11.2. Changes. The penal amounts of the Performance Bond and Payment Bond shall be increased on account of Change Orders and Unilateral Change Orders increasing the Contract Sum. If requested by District Project Manager, Contractor shall deliver to District evidence of the increases of such penal amounts.

11.11.3. Replacement. Should any bond required hereunder or any Surety on such bond become or be determined by District to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of this Section 11.4.

11.11.4. Duration. The Payment Bond shall remain in effect until Acceptance of the Work and all Claims of Contractor and the Subcontractors and Subconsultants, of any Tier, have been fully and finally resolved. The Performance Bond shall remain in effect and assure faithful performance of all Contractor’s obligations under the Contract Documents, including, without limitation, warranty obligations.

11.11.5. Condition of Payment. No payments to Contractor for Work performed shall be made or due until there has been full compliance with the requirements of this Section 11.4.
11.11.6. Surety Rating. Any Surety company issuing the Payment Bond or Performance Bond shall be, at all times while such bonds are in effect, listed in the latest published United States Treasury Department list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” and have a current A.M. Best rating of A VIII or better.

11.11.7. Premiums. The premiums for the Performance Bond and Payment Bonds are included in the Contract Sum and shall be paid by Contractor at Contractor’s Own Expense.

11.11.8. Obligee. A Performance Bond shall name District as obligee. All performance bonds, if any, purchased by Subcontractors shall name District as a dual obligee with Contractor.

11.11.9. No Exoneration. The Performance Bond and Payment Bond shall contain provisions to the effect that Change Orders, Unilateral Change Orders, Field Orders, Modifications, Changes and Contract Adjustments shall in no way release or exonerate Contractor or its Surety from their obligations and that notice thereof is waived by the Surety.

11.11.10. Communications. District and District Project Manager shall have the right to communicate with Surety with respect to matters that are related to performance of the Work. Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create or be interpreted as creating any contractual obligation of District to Surety.

11.11.11. No Limitation. The requirements of this Section 11.4 pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations Contractor may have under Applicable Laws to provide bonding for the benefit of, and to assure payment to the Subcontractors performing the Work for, the Project.

11.11.12. Subcontractor Bonds. Each performance bond, if any, furnished by a first-Tier Subcontractor shall include a provision whereby the Surety consents to the contingent assignment of Contractor’s rights under such bond to District as provided in Section 5.3, above.

11.12. Pollution Legal Liability Insurance Terms. The Contractor shall obtain at its sole cost and expense and maintain in effect from the inception of the Contract until the District’s filing of a Notice of Completion and with an extended reporting period of not less than five (5) years after the Notice of Completion, Pollution Legal Liability Insurance which provided financial protection and assurance for benefit of the District, for all claims, losses, expenses, and costs related to or arising from pollution conditions, including those related to asbestos containing materials, lead based paint, PCB’s and petroleum products and their derivatives that are creates, released or conveyed through the Contractor’s or the Contractor’s agents’ activities and performance under the contract, including negligence or failure to perform project. Pollution Legal Liability Insurance shall include a mold endorsement rider.

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12 UNCOVERING AND CORRECTION OF THE WORK

12.1. Uncovering of the Work. If a portion of the Work is covered contrary to the request or direction of District, District Project Manager, Inspector of Record or Design Consultant, or contrary to the requirements of the Contract Documents, it must, if required by the any of them, be uncovered for observation and be re-covered by Contractor at Contractor’s Own Expense.

12.2. Correction of the Work. Contractor shall promptly correct Defective Work, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. All such Defective Work shall be either: (1) replaced and all the Work disturbed thereby made good by Contractor at Contractor’s Own Expense; or (2) District may exercise its option pursuant to Section 12.4, below, to accept such Work and adjust the Contract Sum.

12.3. Guarantee to Repair Period

12.3.1. Guarantee To Repair Period. Besides guarantees and warranties required elsewhere in the Contract Documents, Contractor guarantees the Work as provided herein below. The period of this guarantee, termed the "Guarantee to Repair Period," is for Two (2) years commencing as follows:

12.3.1.1. For any portion of the Work that, upon Substantial Completion of the overall Work, is fully and finally complete and usable in all respects independent of other portions of the Work that are not fully and finally complete, on the date of Substantial Completion of such portion of the Work;

12.3.1.2. For space beneficially occupied or for separate systems fully utilized prior to Substantial Completion, from the first date of such beneficial occupancy or full utilization, as established by an appropriate written notice by District of intent to take beneficial occupancy; or

12.3.1.3. For all Work other than that described in Subparagraph 12.3.1.1 or Subparagraph 12.3.1.2, above, from the date of Final Completion of the Work.

12.3.2. Repairs. Contractor shall do the following: (1) correct Defective Work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period; and (2) replace, repair, or restore to the District's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work. The District or District Project Manager will give notice of observed Defective Work with reasonable promptness, and Contractor shall promptly commence such correction, replacement, repair or restoration upon notice from the or District or District Project Manager, but in no case later than ten (10) Days after mailing of such notice to Contractor’s last known address. Contractor shall diligently and continuously prosecute such correction, replacement, repair, or restoration to completion. All Losses resulting from such Defective Work, including, without limitation, all costs of such correction, replacement, repair or restoration, additional testing, inspection and additional service fees and costs of the District Project Manager, Inspector of Record, Design Consultant, District Consultants or others whose services may be made necessary thereby, shall paid for by Contractor at Contractor’s Own Expense. Contractor shall correct, replace, repair or restore the Work at such times as are acceptable to the District and in such a manner as to avoid, to the greatest extent
practicable, disruption to the activities of the District or the staff, students, visitors, public
and others on the Site. Ordinary wear and tear, abuse, or neglect are excepted from this
guarantee. Contractor shall notify the District Project Manager in writing upon the
completion of such correction, replacement, repair or restoration.

12.3.3. Dangerous Conditions. If immediate correction of Defective Work during the Guarantee
to Repair Period is required for life, safety or the protection of property or 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 or to prevent
interruption of operations of the District, the District or District Project Manager will
attempt to give immediate notice to Contractor. If Contractor cannot be contacted or
does not comply with District's request for correction within a reasonable time as
determined in the sole and absolute discretion of District Project Manager, then District,
or the Separate Contractors under the District's direction, may, notwithstanding any other
provisions of this Article 12, proceed to make such corrections or provide such attention,
and all costs associated with such correction or attention shall be paid by Contractor at
Contractor’s Own Expense. Such action by District or District Project Manager will not
relieve Contractor of the guarantees provided in this Article 12 or elsewhere in the
Contract Documents. Contractor shall correct, replace, repair or restore to District's
satisfaction and at Contractor’s Own Expense any other parts of the Work and any other
real or personal property that are damaged or destroyed as a result of such actions by
District, District Project Manager or the Separate Contractors.

12.3.4. Removal. Contractor shall promptly remove from the Site all the Work identified by the
District or District Project Manager as Defective Work, whether incorporated or not and
whether discovered before or after Substantial or Final Completion. If Contractor either
does not remove such Defective Work within ten (10) Days after mailing of notice from
the District as provided in Paragraph 12.3.2, above, then the District may, without
prejudice to other remedies, remove it and may store the material. The costs of such
storage shall be paid by Contractor at Contractor’s Own Expense.

12.3.5. Sale. If Contractor does not pay the expenses of the repair, correction or removal of the
Defective Work and other Losses as required by Paragraphs 12.3.2 through 12.3.4, above,
then within five (5) Days after notice by the District or District Project Manager, the
District may sell any materials removed at auction or at private sale or otherwise dispose
of such materials and shall account for the net proceeds thereof, after deducting all costs
and expenses incurred for removal or correction as provided in Paragraphs 12.3.2 through
12.3.4, above, and all costs of sale. If such net proceeds of sale do not cover the Losses
for which Contractor is liable to the District, the Contract Sum shall be reduced by such
deficiency. If there are no remaining payments due Contractor, or the remaining
payments are insufficient to cover such deficiency, Contractor shall promptly pay the
difference to the District.

12.3.6. Not a Limitation. Contractor's obligations under this Article 12 are in addition to, and not
in limitation of, its warranty under Section 3.5, above, and any other obligation, guaranty
or warranty of Contractor or any other third party under the Contract Documents.
Nothing contained in this Article 12 shall be construed to shorten any periods of
limitation with respect to other obligations of Contractor under the Contract Documents
that are for longer specified periods. Establishment of the Guarantee to Repair Period
relates only to the specific obligation of Contractor to correct the Work and in no way
limits either Contractor's liability for Defective Work or the time within which
proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

12.4. Acceptance of Nonconforming Work. Notwithstanding any other provisions of the Contract Documents to the contrary, the District shall have the option, exercised in its sole and absolute discretion after notice by District or District Project Manager to Contractor, in lieu of requiring that Defective Work be remedied or corrected, to reduce the Contract Sum to reflect the reduced value of the performance received by District. Such option shall be exercised solely by written notice to Contractor and shall not be implied from any act or omission by District or District Project Manager. If there are no remaining payments of the Contract Sum to be made to Contractor, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Sum, Contractor shall promptly pay to District the amount of any such deficiency.

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13 MISCELLANEOUS PROVISIONS

13.1. **Governing Law.** The interpretation and enforcement of the Contract and other Contract Documents and of the performance by the parties thereunder shall, notwithstanding application of the principles of conflicts of laws, be governed by the laws of the State of California. The Superior Court for the County of Orange shall have exclusive jurisdiction and venue over any legal proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to, the Contract, the other Contract Documents or the performance of the parties thereunder.

13.2. **Time of Essence.** All time limits stated in the Contract Documents relative to Contractor’s performance of obligations under the Contract Documents are of the essence.

13.3. **Successors and Assigns.** This Contract and other Contract Documents shall be binding on successors, assigns and legal representatives of District and Contractor, respectively. Contractor shall not assign, sublet or transfer an interest in or claim under this Contract without advance written approval of District, which approval may be granted or withheld by District in its sole and absolute discretion, and any assignment, subletting or transfer without written approval by District shall be deemed void from its inception. Any assignment, subletting or transfer, whether or not approved by District, will not release Contractor from any of its obligations under the Contract Documents to District. District shall have the right to assign, sublet or transfer its interest in or any claim under this Contract upon written notice to Contractor.

13.4. **Written Notice.** Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall be deemed to have been duly served if served in the following manner:

13.4.1. Notice to District. If notice is given to District, by personal delivery thereof to District and District Project Manager or by depositing same in United States mail, enclosed in a sealed envelope addressed to District at its address shown in the Request for Proposal Documents and to District Project Manager at its last known address, and sent by registered or certified mail with postage prepaid.

13.4.2. Notice to Contractor. If notice is given to Contractor, by personal delivery thereof to Contractor or to Contractor’s project manager or superintendent at the Site, or by depositing same in United States mails, enclosed in a sealed envelope addressed to Contractor at its last known address for its regular place of business and sent by registered or certified mail with postage prepaid.

13.4.3. Notice to Surety. If notice is given to the Surety, by personal delivery to the Surety or by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond (or, if none is shown, the last known address for the Surety), and sent by registered or certified mail with postage prepaid.

13.5. **Rights and Remedies.**

13.5.1. District Rights. Rights and remedies available to the District under the Contract Documents are in addition to and not a limitation of District’s rights and remedies otherwise available under Applicable Laws.
13.5.2. Writing Required. Provisions of the Contract Documents may be waived by District only in writing signed by the Director stating expressly that it is intended as a waiver of specified provisions of the Contract Documents.

13.5.3. Subsequent Breach. A waiver by either party of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein whether of the same or a different character.

13.6. No Nuisance. Contractor shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Work.

13.7. Extent of Agreement. The Contract Documents represent the full and complete understanding of every kind or nature between the parties and all preliminary negotiations and prior representations, proposals and contracts, of whatever kind or nature, are merged herein and superseded hereby. No verbal agreement or implied covenant shall be held to vary the provisions of the Contract Documents. Any modification of this Contract or the other Contract Documents will be effective only by written instrument signed by both District and Contractor and shall, if required by Applicable Laws, be formally approved or ratified by the Board of Trustees.

13.8. No Third-Party Rights. Nothing contained in this Contract or the other Contract Documents is intended to make any person or entity who is not a signatory to this Contract a third-party beneficiary of any right of Contractor (including, without limitation, any right of Contractor to a benefit derived from, or to the enforcement of, an obligation assumed by District) that is expressly or impliedly created by the terms of the Contract Documents or by operation of Applicable Laws.

13.9. Severability. Should any part, term, portion or provision of the Contract or the other Contract Documents, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any other party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

13.10. Provisions Required by Applicable Laws. Each and every provision of law and clause required by Applicable Laws to be inserted in the Contract or other Contract Documents shall be deemed to be inserted in the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or if inserted and requires correction, then upon request of either party these General Conditions shall forthwith be amended by the parties to the Contract to make such insertion or correction.

13.11. Survival. All provisions of the Contract Documents that either expressly, or by their nature, require performance or assumption by Contractor of an obligation that extends beyond termination of the Design Contract or Final Completion of the Work, including, without limitation, Contractor’s obligations of, or relating to, indemnification, insurance, confidentiality, ownership of documents, retention and audit of books and records, warranties and guaranties and resolution of Claims shall be deemed to survive either termination of the Contract or Final Completion of the Work.

13.12. Federal Grants. In the event of a federal grant or other federal financing participation in the funding of the Project, Contractor shall, as required in connection with, or as a condition to, such federal grant or other federal financing participation, permit access to and grant the right to
examine its books covering its services performed and expenses incurred under the Contract or other Contract Documents and comply with all applicable federal agency requirements including, without limitation, those pertaining to work hours, overtime compensation, non-discrimination, and contingent fees.

13.13. **Prohibited Interests.** Contractor agrees not to accept any employment or representation which will, or is likely to, make Contractor "financially interested" (as provided in California Government Code §§1090 and 87100, hereinafter “financially interested”) in any decision made by District on any matter in connection with which Contractor has been retained in connection with the Project. Without limitation to the foregoing, transactions and interests prohibited by this Section 13.13 include the following: (1) no official or employee of District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly financially interested in the performance of the Contract or in any part thereof; (2) no officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of the Project shall become directly or indirectly financially interested in the performance of the Contract or in any part thereof; and (3) Contractor shall receive no compensation hereunder, and shall repay District for any compensation received by Contractor hereunder, should Contractor or any of the Subcontractors or Subconsultants aid, abet or knowingly participate in violation of this Section 13.13.

13.14. **Assignment of Anti-Trust Actions.** California Public Contract Code §7103.5(b), which is hereby incorporated by this reference, provides:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, contractor or the subcontractor offers and agrees to assign to the awarding body 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, 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 contractor, without further acknowledgement by the parties."

Contractor for itself and all the Subcontractors and Subconsultants agrees to assign to District all rights, title and interest in and to all such causes of action Contractor and all the Subcontractors and Subconsultants may have under the Contract Documents. This assignment shall become effective at the time District tenders Final Payment to Contractor, and Contractor shall require assignments from all the Subcontractors and Subconsultants to comply herewith.

13.15. **No Waiver.** District’s approval, acceptance, use or payment for any or part of Contractor’s performance of the Work shall not in any way alter Contractor’s obligations, or waive any of District’s rights, under Contract Documents.

13.16. **Consent to Photographing.** Contractor is advised that District intends, from time to time, to take photographs, videotapes and/or motion pictures of the Work, and workers located on the Site and proximate settings. Contractor consents to the use of Contractor's name and likeness in instructional or training uses, news releases, advertising and/or publicity throughout the world in
perpetuity, in all media now known or hereafter invented. Contractor shall include in its contracts with its Subcontractors and Subconsultants a consent by the Subcontractor or Subconsultants to the use of Subcontractor’s or Subconsultant’s name and the likenesses of its employees on the same terms as provided for herein applicable to such consent by Contractor.

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14 TERMINATION OR SUSPENSION

14.1. District Remedies for Default

14.1.1. Event of Default. Each and any of the following shall be considered an Event of Contractor Default:

14.1.1.1. Contractor files a petition, or has filed against it a petition, for Bankruptcy or is adjudged bankrupt;

14.1.1.2. Contractor makes a general assignment for the benefit of its creditors;

14.1.1.3. A receiver is appointed on account of Contractor’s Insolvency;

14.1.1.4. Contractor defaults, by failing or refusing to perform any obligation set forth in the Contract, General Conditions or elsewhere in the Contract Documents (including, without limitation, the performance or installation of Defective Work), and thereafter: (1) fails to commence to cure such default within two (2) working days after receipt of written notice of default; (2) if the default can be cured within three (3) Days, Contractor fails or refuses after commencing to cure in accordance with Clause (1) hereof to fully cure such default within three (3) Days after receipt of written notice of default; or (3) if the default cannot be fully cured within three (3) Days, Contractor fails after commencing to cure in accordance with Clause (1) hereof to diligently and continuously prosecute and fully cure such default within ten (10) Days after receipt of such written notice;

14.1.1.5. Contractor fails or refuses to perform an obligation set forth in the Contract, General Conditions or other Contract Documents that either (1) cannot be cured; or (2) cannot be cured within the 10-Day cure period set forth in Subparagraph 14.1.1.4, above;

14.1.1.6. Failure by Contractor to timely submit a Post-Award Submittal in accordance with the requirements of the RFP Documents;

14.1.1.7. Contractor’s pre-qualification status has been revoked or cancelled for any for the reasons for which such revocation or cancellation is permitted under the terms of the Pre-Qualification Documents;

14.1.1.8. the occurrence of a claim upon any security (including, without limitation, any letter or credit or guaranty) provided by District at the request of Contractor or a Subcontractor prior to Award to assist Contractor or a Subcontractor in obtaining credit, financing or bonding needed: (1) to qualify for Award of the Contract; or (2) to meet its obligations under the Contract Documents;

14.1.1.9. the default of Contractor, or any Subcontractor, receiving assistance under the Surety Bond and Finance Assistance Program to comply with its obligations under the Surety Bond and Finance Assistance Program; or

14.1.1.10. a breach of any other agreement between District and Contractor as provided in Paragraph 14.1.9, below;
14.1.2. District’s Remedies. Without limitation to the District’s other rights or remedies under the Contract Documents or Applicable Laws, if there is an Event of Contractor Default, District shall have the right to exercise any one or more of the following remedies:

14.1.2.1. Take Over Work. District may, without terminating the Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the taken-over or non-taken-over Work), take over and perform, or engage others to perform, all or a portion of the Work.

14.1.2.2. Suspend Work. District may, without terminating the Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the suspended or non-suspended Work), suspend Contractor’s performance of all or a portion of the Work for as long a period of time as the District determines, in its sole discretion, is appropriate.

14.1.2.3. Termination. District may, without incurring any additional liability or responsibility to Contractor, terminate the Contract, the Work or any portion thereof.

14.1.2.4. Surety. If there is an Event of Contractor Default pursuant to any of Subparagraphs 14.1.1.1 through 14.1.1.9, above, District may, with or without terminating the Contract and without incurring any additional liability or responsibility to Contractor or Surety (including, without limitation, any obligation to agree to a Contract Adjustment), exercise its rights under the Performance Bond furnished by Contractor by giving Surety ten (10) Days’ written notice of demand to perform; provided, however, that if the Surety fails, within seven (7) Days after receipt by Surety of written demand, to deliver to the District and District Project Manager written notice of its unconditional intention to perform or does not commence performance of the Work within ten (10) Days from receipt of such notice of demand, the District may, at Contractor’s Own Expense and/or the expense of the Surety, and with or without terminating the Contract, proceed to complete the Work by any other means District deems expedient. By executing its Performance Bond incorporating the terms of the Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 14.1.2 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond.

14.1.3. Contractor Tools, Equipment. Upon District’s exercise of one or more of its remedies following an Event of Contractor Default, District shall have the right, but not the obligation, to perform or complete all or any portion of the Work using any means that District may deem expedient, including, without limitation, taking possession and utilization of any or all of the materials, equipment, appliances, tools, plant and other property not owned by Contractor that are on the Site for District’s use in performing the Work.
14.1.4. Contractor Obligations. Upon exercise by District of its remedies following an Event of Contractor Default, Contractor shall, unless District directs in writing otherwise, do the following:

14.1.4.1. immediately discontinue performance of the Work to the extent specified in writing by District Project Manager;

14.1.4.2. remove no materials, equipment or tools (other than those owned by Contractor and not necessary for performance of a portion of the Work not terminated or discontinued) from the Site unless directed to do so by District or District Project Manager and take all actions necessary or appropriate, or that the District or District Project Manager may direct in writing, for the protection and preservation of the Work, any materials, equipment or tools at the Site and any materials or equipment in transit to the Site;

14.1.4.3. place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for Contractor to continue performance of such portion, if any, of the Work that is not discontinued or terminated by District in its written notice;

14.1.4.4. provide to the District and District, in writing, no later than two (2) Days after request by District Project Manager, a statement listing or providing: (1) all subcontract agreements, purchase orders and contracts that are outstanding, as well as any change orders, amendments and modifications thereto; (2) the status of invoicing, payments and balance owing under each such subcontract agreement, purchase order and contract; (3) the status of performance and any claims asserted under each such subcontract agreement, purchase order and contract; and (4) providing such other information as the District or District Project Manager may determine to be necessary in order to decide whether to accept assignment of any such subcontract agreement, purchase order or contract;

14.1.4.5. promptly following and in accordance with District’s or District Project Manager’s written direction: (1) assign to the District or its designee those subcontract agreements, purchase orders or contracts, or portions thereof, that the District elects to accept by assignment; (2) cancel, on the most favorable terms reasonably possible, any subcontract agreement, purchase order or contract, or portion thereof, that the District does not elect to accept by assignment; and (3) if requested by District, settle, with the prior written approval of District of the terms of settlement, outstanding liabilities to Subcontractors and Subconsultants with respect to the Work terminated or discontinued;

14.1.4.6. not terminate any insurance required by the Contract Documents;

14.1.4.7. thereafter continue only such performance as may be directed by District or District Project Manager;

14.1.4.8. deliver to the District or District Project Manager the documents required to delivered pursuant to Paragraph 1.4.6, above; and
14.1.4.9. at the option of District, exercisable in its sole discretion, and written request of District or District Project Manager, deliver to the District, and transfer title to the District any completed items, materials, products, equipment or other unincorporated parts of the Work that have not been previously delivered to the Site.

14.1.5. Accounting and Payment

14.1.5.1. Full Termination or Discontinuance.

14.1.5.1.1. Further Payment. In the event of an exercise by District of any of its remedies following an Event of Contractor Default that results in a termination or discontinuance of the entire Work, then no further payment shall be due to Contractor for the Work until an accounting has been conducted in accordance with this Paragraph 14.1.5.

14.1.5.1.2. Time for Accounting. Within forty-five (45) Days after Final Completion of the Work by Contractor, Surety, District or others at request of District or District Project Manager, an accounting shall be made pursuant to this Paragraph 14.1.5 of the amount due to Contractor or District.

14.1.5.1.3. Payment Amount. If, based on the accounting conducted pursuant to this Paragraph 14.1.5, the Contractor Amount exceeds the District Amount, then the difference shall be paid by District to Contractor within fifteen (15) Days after demand by Contractor following completion of such accounting. If the District Amount exceeds the Contractor Amount, then the difference shall be paid by Contractor to District within fifteen (15) Days after demand by District or District Project Manager following completion of such accounting. Payment by Contractor of the amount due to District pursuant to such accounting shall not be construed as a release of Contractor’s obligation to District for, or District’s right to recover from Contractor, any Losses, of any kind whatsoever, not part of the calculation of the District Amount (including, without limitation, additional Losses related to circumstances that formed the basis for calculation of the District Amount) that may be then or thereafter owing to or recoverable by District under Applicable Laws or the Contract Documents.

14.1.5.1.4. Contractor Amount. The Contractor Amount used as the basis for payment pursuant to the accounting under this Paragraph 14.1.5 shall be calculated as follows:

14.1.5.1.4.1. Take one of the following, as applicable:

14.1.5.1.4.1.1. If the Contract is terminated prior to completion of the Final Construction Documents, then take a portion of the Design Fee based on a percentage of
completion achieved that is calculated in a manner consistent with the percentages set forth in Subparagraph 9.4.1.1 of the General Conditions, based on the product derived by multiplying the Design Fee by the percentage completion of the Construction Documents achieved as of the date of such termination; or,

14.1.5.1.4.1.2. If the Contract is terminated after completion of Final Construction Documents, the full amount of Design Fee;

14.1.5.1.4.2. If the Contract is terminated after completion of Final Construction Documents, then add thereto the product derived by multiplying (i) the difference of the Contract Sum less the Design Fee by (ii) the District’s Good Faith Determination of the percentage of the Work properly performed by Contractor and (I) in permanent place, (II) previously fabricated and delivered to the Site or (III) fabricated and en route for delivery to the Site and delivered to the Site within a reasonable time after Contractor’s receipt of such written notice;

14.1.5.1.4.3. Subtract there from all amounts previously paid by District to Contractor or to Subcontractors or Subconsultants.

14.1.5.1.5. District Amount. The District Amount used as the basis for payment pursuant to the accounting under this Paragraph 14.1.5 shall be calculated based on the sum of all past, present and future Losses to District resulting or reasonably certain to result, directly or indirectly, from any or all of the following: (a) any negligence, willful misconduct, or Defective Work on the part of Contractor or any Subcontractor of Subconsultant; (b) any Event of Contractor Default, whether or not constituting the basis of the District’s termination or discontinuance; (c) the District’s exercise of its rights and remedies under and in accordance with the Contract Documents or Applicable Laws following the occurrence of an Event of Contractor Default; and (d) the payment by District of amounts to Contractor or any Subcontractor or Subconsultant that were not owing to Contractor or that were in excess of the amount to which Contractor was entitled under the Contract Documents.

14.1.5.2. Partial Termination or Discontinuance. In the case of an exercise by District of its remedies for an Event of Contractor Default that results in a discontinuance or termination of only a portion of the Work, then the Contract Sum and Contract Time shall be adjusted under the provisions of Article 7 and Article 8, above, applicable to Deleted Work. Contractor shall
thereafter continue to be paid for its performance of the other portions of the Work in accordance with the terms of the Contract Documents, less any amounts that District is entitled to withhold on account of any Loss resulting or threatened as a result of Contractor’s default.

14.1.5.3. Exclusive Compensation. Contractor agrees to accept such amounts, if any, as allowed under this Paragraph 14.1.5 as its sole and exclusive compensation in the event of an exercise by District of its remedies permitted by the Contract Documents or Applicable Laws following an Event of Contractor Default.

14.1.6. Surety. Without limitation to any of the District’s other rights or remedies under a Performance Bond furnished by Contractor, Contract Documents or Applicable Laws, the District has the right to suspend, take over or terminate the performance of the Work by Surety in the event of any of the following: (1) failure of Surety or its contractors to begin the Work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (2) abandonment of the Work by Surety or its contractors; (3) if at any time the District makes a Good Faith Determination that the Work is unnecessarily or unreasonably delayed by Surety or its contractors; (4) violation by Surety or its contractors of any terms of the Contract Documents, Performance Bond or Applicable Laws; or (5) failure by Surety or its contractors to follow instructions of the District or District Project Manager for performance of the Work or for performance of the Work within the Contract Time. By executing its Performance Bond incorporating the terms of the Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 14.1.6 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond.

14.1.7. Conversion. In the event a termination for cause by the District is adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents to have been wrongful, such termination shall be deemed converted to a termination for convenience pursuant to Section 14.3, below, in which case Contractor agrees to accept such amount, if any, as permitted by Paragraph 14.3.3, below, as its sole and exclusive compensation and agrees to waive any right to recovery of any other compensation or Loss, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity or other consequential, direct, indirect or incidental damages, of any kind.

14.1.8. Substantial Performance Waived. The legal doctrine that a contractor may recover for substantial performance of a building contract is to have no application to the Contract. Any Event of Contractor Default, whether occurring before or after the Work is Substantially Completed, shall be deemed material and shall give rise to the right of District to exercise its remedies permitted under the Contract Documents or Applicable Laws.

14.1.9. Cross Default. Contractor agrees that a breach of any other agreement between Contractor and District, whether related or unrelated to the Project, that is not cured in accordance with the terms of such other agreement constitutes an Event of Contractor Default under the Contract, thereby entitling District to assert all its rights and remedies hereunder including, but not limited to, a specific right of offset by District against any amounts otherwise payable to Contractor under the Contract or any other agreement between Contractor and District.
14.1.10. Rights Cumulative. All of District’s rights and remedies under the Contract Documents are cumulative, and shall be in addition to and not a limitation upon those rights and remedies available under Applicable Laws.

14.1.11. Materiality. Designation in the Contract Documents of certain defaults as “material” shall not be construed as implying that other defaults not so designated are not material nor as limiting District’s right to terminate or exercise its other rights or remedies for default to only material defaults.

14.1.12. District Action. No termination or action taken by District after termination shall prejudice any rights or remedies of District provided by Applicable Laws or by the Contract Documents, including, without limitation, the right of District to proceed against Contractor to recover all Losses suffered by reason of Contractor’s default.

14.2. Suspension by District for Convenience.

14.2.1. Suspension Order. Without limitation to the District’s rights under Section 14.1, above, District may, at any time and from time to time, without the occurrence of any Event of Contractor Default or other cause, order Contractor, in writing, to suspend, delay or interrupt performance of the Work, in whole or in part. Upon receipt of such an order, Contractor shall comply with its terms and take all reasonable steps to minimize additional costs that are incurred applicable to the portion of the Work suspended, delayed or interrupted by District.

14.2.2. Resumption. If an order issued by the District pursuant to this Section 14.2 is canceled or expires, Contractor shall resume and continue with the previously suspended portion of the Work. In such event, Contractor shall be entitled to a Contract Adjustment for additional Allowable Costs necessarily caused by such suspension and compensation allowed under Section 3.5 of the Contract for Compensable Delay; provided, however, that no such Contract Adjustment shall be made: (1) to the extent that performance either is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor or any of the Subcontractors or Subconsultants is responsible or for which Contractor would not be entitled to a Contract Adjustment; (2) to the extent that a Contract Adjustment on account thereof is made or denied under another provision of the Contract Documents; or (3) for any general or specific escalation in prices of the Work.

14.2.3. Limitation. The provisions of this Section 14.2 shall not apply unless a written order is issued by District pursuant to this Section 14.2.

14.3. Termination by District for Convenience.

14.3.1. Right to Terminate for Convenience. Without limitation upon any of District’s other rights or remedies under the Contract Documents or Applicable Laws, District shall have the option, at its sole discretion and without the occurrence of any Event of Contractor Default or any other cause, to terminate the Contract or Work, in whole or in part, by giving five (5) Days written notice to Contractor.

14.3.2. Contractor Obligations. Upon receipt of notice of termination for convenience pursuant to this Section 14.3, Contractor shall, unless such notice directs otherwise, comply with all of the provisions of Paragraph 14.1.4, above.
14.3.3. Contractor Compensation. Following termination without cause pursuant to this Section 14.3 and within sixty (60) Days after receipt of a complete and timely Application for Payment from Contractor, an accounting shall be conducted in accordance with the process set forth in Paragraph 14.1.5, above. In such event, the amount due to Contractor shall be the Contractor Amount as calculated in the same manner provided for in Paragraph 14.1.5, above, except that there shall be added to the calculation of the Contractor Amount an amount for: (1) the reasonable, actual and direct Allowable Costs incurred and paid by Contractor (and not Subcontractors or Subconsultants) for (a) demobilizing Contractor’s facilities from the Site, and (b) Contractor’s administering the close out of its participation in the Project for a period of no longer than fifteen (15) Days; plus (2) a markup to Contractor on the Contractor’s Allowable Costs incurred under Clause (1) of this Paragraph that is based on the percentage for Allowable Markup that Contractor is permitted to charge pursuant to Article 7, above, for Compensable Changes involving Extra Work that is self-performed by Contractor.

14.3.4. Exclusive Compensation. Contractor agrees to accept the compensation allowed under Paragraph 14.3.3, above, as its sole and exclusive compensation in the event of a termination by Owner for convenience and waives any claim for Loss related to Owner’s termination for convenience, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, or incidental damages, of any kind.

14.3.5. Subcontractors, Subconsultants. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with the Subcontractors and Subconsultants permitting termination for convenience by Contractor on terms that are consistent with, and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor under, this Section 14.3.

14.4. Termination by Contractor

14.4.1. Contractor’s Remedies. Subject to the provisions of Paragraph 14.4.2 and Paragraph 14.4.3, below, Contractor’s sole right to terminate the Contract shall be its right to terminate, for cause only, upon the occurrence of either of the following:

14.4.1.1. The entire Work is stopped for one hundred sixty (160) consecutive Days, through no act or fault of Contractor or any of the Subcontractors or Subconsultants, of any Tier, or any employee or agent of any of them, due to issuance of an order of a court or other Governmental Authority or due to a declaration of a national emergency making material unavailable; or

14.4.1.2. The entire Work is suspended by Contractor in accordance with a proper exercise by Contractor of its rights under Section 9.8, above, for a continuous period of thirty (30) Days.

14.4.2. Notice of Intention to Terminate. If one of the reasons to terminate as described in Paragraph 14.4.1, above, exists, Contractor may, upon thirty (30) Days written notice to District Project Manager, terminate the Contract and recover from District as its sole and exclusive compensation such sums as are permitted under Paragraph 14.3.3, above.

14.4.3. Continuous Performance. Provided that Contractor is paid undisputed sums due in accordance with the requirements of the Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement.
with District Project Manager, including, without limitation, any disputes or disagreements over payments of money claimed due under the Contract Documents.

14.5. **Warranties.** All obligations of Contractor and the Subcontractors and Subconsultants under the Contract Documents with respect to warranties and guarantees of the Work will continue in force and shall apply, notwithstanding a termination or other discontinuance of the Work by District or Contractor pursuant to an exercise of its rights under this Article 14, to any portion of the Work that at the time of such termination or discontinuance has been completed or partially completed by Contractor to the point that it is substantially ready (exclusive of any incidental work that may be needed to connect such portion to other Work to other Work or Existing Improvements or to energize such portion of the Work for operation) for use or occupancy by District.

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15 NON-DISCRIMINATION

15.1. Non Discrimination in Services

15.1.1. Contractor and any member of Design Build Team must, in accordance with Applicable Laws, not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. For the purpose of this Section 15.1, discrimination in the provision of services may include, but is not limited to the following:

15.1.1.1. Denying any person any service or benefit or the availability of a facility.

15.1.1.2. Providing any service or benefit to any person which is not equivalent to, or is in a non-equivalent manner or at a non-equivalent time from, that provided to others.

15.1.1.3. Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service.

15.1.1.4. Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

15.1.1.5. Treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

15.1.2. Contractor shall ensure that services are provided without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

15.1.3. Contractor shall establish and maintain written procedures under which any person applying for, performing or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination. Such persons shall be advised by Contractor of these procedures. A copy of such procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor’s facilities where services are provided hereunder.

15.2. Non Discrimination in Employment. Contractor and any member of the Design Build Team must, in accordance with Applicable Laws, not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. Without limitation to any other provisions of this Section 15.2, in the performance of the obligations under the Contract Documents, Contractor and the Subcontractors and Subconsultants shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code §§12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§200e - 217), whichever is more restrictive. Contractor and the Subcontractors and Subconsultants shall ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

   Employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
Selection for training, including apprenticeship.

15.2.1. Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 15.2.

15.2.2. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.

15.2.3. Contractor shall send to each labor union, or workers’ representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or the workers' representative of Contractor's commitments under this Section 15.2.

15.2.4. Contractor certifies and agrees that it will deal with the Subcontractors, Subconsultants, bidders and vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.

15.2.5. In accordance with Applicable Laws, Contractor shall allow duly authorized representatives of the District, State, and Federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this Section 15.2. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this Section 15.2.

15.2.6. If District finds that any of the provisions of this Section 15.2 have been violated by Contractor or any of the Subcontractors or Subconsultants, such violation shall constitute a material breach of the Contract for which District may cancel, terminate or suspend the Contract. While District reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor or the Subcontractor or Subconsultant has violated State or Federal anti-discrimination laws shall constitute a finding by District that Contractor or the Subcontractor or Subconsultant has violated the provisions of this Section 15.2.

15.2.7. Contractor hereby agrees that it will comply with §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and similar Applicable Laws relating to employment of or access to persons with disabilities, all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor or any member of Design Build Team receiving Federal Financial Assistance.
Exterior Lighting and Control Retrofit
Phase 1

BID SET
OCTOBER 3, 2014

P2S ENGINEERING
5000 East Spring Street, 8th Floor
Long Beach, CA
562-497-2999
Submittal

1. All exposed conduits shall be rigid galvanized steel (RGS) UON.

2. Breaker X

3. The contractor shall provide support for all fixtures and electrical equipment to comply with the seismic requirements of the Uniform Building Code and all local ordinances.

4. Such a manner as to conform to the structure. Avoid obstructions, preserve head room, keep 15. bracing of the pipe, ductwork, and electrical distribution systems.

5. The bracing and attachments to the structure shall be detailed on the approved drawings for forces and displacements prescribed in ASCE 7-05 Section 13.3 as defined in ASCE 7-05 Section 10/03/14.

6. All receptacles installed in a wet location shall be within an enclosure that's weatherproof without vibration switch.

7. The attachment of the following mechanical and electrical component shall be positively twisted shielded pair (TPS).

8. The contractor shall maintain as-built drawings to reflect all changes made during construction.

9. All materials and equipment shall be new and shall be certificated by the Underwriters' Laboratories (UL) and shall have reduced pressure back flow preventer.

10. The following: adding, reducing or relocating of outlets shown on working diagram.

11. The following: equipment, switch, signal, explosion proof.


14. Full load amps.

15. Equipment, switch, field interface panel.

16. Primary point of connection.

17. Terminal block.

18. Switching station.


20. Electrical metallic tubing.


22. Distribution panel.

23. Motor control center.

24. Panelboard, 277/480V.

25. Panelboard, 120/208V.

26. Switch.

27. Standard.

28. Field interface panel.

29. Street.

30. Finished floor elevation.

31. Fire alarm.

32. Signal.

33. Explosion proof.

34. Equipment, field interface panel.

35. Prescribed in ASCE 7-05 Section 13.3 as defined in ASCE 7-05 Section 10/03/14.

36. Such a manner as to conform to the structure. Avoid obstructions, preserve head room, keep 15. bracing of the pipe, ductwork, and electrical distribution systems.

37. The bracing and attachments to the structure shall be detailed on the approved drawings for forces and displacements prescribed in ASCE 7-05 Section 13.3 as defined in ASCE 7-05 Section 10/03/14.

38. All materials and equipment shall be new and shall be certificated by the Underwriters' Laboratories (UL) and shall have reduced pressure back flow preventer.

39. The attachment of the following mechanical and electrical component shall be positively twisted shielded pair (TPS).

40. The contractor shall maintain as-built drawings to reflect all changes made during construction.

41. All materials and equipment shall be new and shall be certificated by the Underwriters' Laboratories (UL) and shall have reduced pressure back flow preventer.

42. The attachment of the following mechanical and electrical component shall be positively twisted shielded pair (TPS).

43. The contractor shall maintain as-built drawings to reflect all changes made during construction.

44. All materials and equipment shall be new and shall be certificated by the Underwriters' Laboratories (UL) and shall have reduced pressure back flow preventer.

45. The attachment of the following mechanical and electrical component shall be positively twisted shielded pair (TPS).

46. The contractor shall maintain as-built drawings to reflect all changes made during construction.

47. All materials and equipment shall be new and shall be certificated by the Underwriters' Laboratories (UL) and shall have reduced pressure back flow preventer.
### LIGHT FIXTURE SCHEDULE

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
<th>Symbol</th>
<th>No.</th>
<th>Voltage</th>
<th>Mtg.</th>
<th>Manufacturer/Remarks</th>
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</thead>
<tbody>
<tr>
<td>SINGLE HEAD ROADWAY AREA LIGHT - TYPE V DISTRIBUTION</td>
<td>A1</td>
<td></td>
<td>131</td>
<td>480</td>
<td>PO</td>
<td>KIM LIGHTING WARP9 SMALL, PICO PRISM WP9-S-5-P-70-60L-5K-XXX-SG-HSF SEE NOTES 1, 2, 3</td>
</tr>
<tr>
<td>DOUBLE HEAD ROADWAY AREA LIGHT</td>
<td>A2</td>
<td></td>
<td>262</td>
<td>480</td>
<td>PO</td>
<td>KIM LIGHTING WARP9 SMALL, PICO PRISM (2) WP9-S-5-P-70-60L-5K-XXX-SG-HSF SEE NOTES 1, 2, 3</td>
</tr>
<tr>
<td>TRIPLE HEAD ROADWAY AREA LIGHT</td>
<td>A3</td>
<td></td>
<td>393</td>
<td>480</td>
<td>PO</td>
<td>KIM LIGHTING WARP9 SMALL, PICO PRISM (3) WP9-S-5-P-70-60L-5K-XXX-SG-HSF SEE NOTES 1, 2, 3</td>
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<tr>
<td>QUADRUPLE HEAD ROADWAY AREA LIGHT</td>
<td>A4</td>
<td></td>
<td>524</td>
<td>480</td>
<td>PO</td>
<td>KIM LIGHTING WARP9 SMALL, PICO PRISM (4) WP9-S-5-P-70-60L-5K-XXX-SG-HSF SEE NOTES 1, 2, 3</td>
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<tr>
<td>SAME AS TYPE 'A1' EXCEPT BRONZE FINISH</td>
<td>B1</td>
<td></td>
<td>131</td>
<td>480</td>
<td>PO</td>
<td>KIM LIGHTING WARP9 SMALL, PICO PRISM WP9-S-5-P-70-60L-5K-480-DB-HSF SEE NOTES 2, 3</td>
</tr>
<tr>
<td>SAME AS TYPE 'A2' EXCEPT BRONZE FINISH</td>
<td>B2</td>
<td></td>
<td>262</td>
<td>480</td>
<td>PO</td>
<td>KIM LIGHTING WARP9 SMALL, PICO PRISM (2) WP9-S-5-P-70-60L-5K-480-DB-HSF SEE NOTES 2, 3</td>
</tr>
<tr>
<td>SAME AS TYPE 'A1' EXCEPT BRONZE FINISH &amp; 120-277V DRIVER</td>
<td>C1</td>
<td></td>
<td>131</td>
<td>120-277</td>
<td>PO</td>
<td>KIM LIGHTING WARP9 SMALL, PICO PRISM WP9-S-5-P-70-60L-5K-XXX-DB-HSF SEE NOTES 1, 2, 3</td>
</tr>
<tr>
<td>SAME AS TYPE 'A2' EXCEPT BRONZE FINISH &amp; 120-277V DRIVER</td>
<td>C2</td>
<td></td>
<td>262</td>
<td>120-277</td>
<td>PO</td>
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<tr>
<td>WALKWAY POST TOP - TYPE V DISTRIBUTION</td>
<td>D5</td>
<td></td>
<td>65</td>
<td>120-277</td>
<td>PO</td>
<td>KIM LIGHTING SOLITAIRE SRS1 SRS1-H5-E35-60L-5K-XXX-DB SEE NOTES 1, 2, 3</td>
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<tr>
<td>SINGLE HEAD MISSION BELL RETROFIT KIT</td>
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<td></td>
<td>188</td>
<td>480</td>
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<td>KIM LIGHTING MISSION BELL RETROFIT KIT AR-LED-KIT-3-P-70-80L-4K-480 SEE NOTE 3</td>
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<tr>
<td>DOUBLE HEAD MISSION BELL RETROFIT KIT</td>
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<td>376</td>
<td>480</td>
<td></td>
<td>KIM LIGHTING MISSION BELL RETROFIT KIT (2) AR-LED-KIT-3-P-70-80L-4K-480 SEE NOTE 3</td>
</tr>
</tbody>
</table>

#### NOTES:

1. PROVIDE FIXTURE COMPLETE WITH UNIVERSAL 120-277V DRIVER.
2. PROVIDE FIXTURE COMPLETE WITH NECESSARY MOUNTING HARDWARE REQUIRED FOR A COMPLETE INSTALLATION. CONTRACTOR TO FIELD VERIFY TENON AND SLIPFITTER SIZE REQUIRED PRIOR TO PLACING ORDER.
3. PROVIDE FIXTURE COMPLETE WITH 0-10V DIMMABLE DRIVER.
NOTES

DISCONNECT AND REMOVE EXISTING FIXTURE.

PROVIDE AND INSTALL NEW LIGHT FIXTURE, TYPE AS NOTED, AND RECONNECT TO EXISTING CIRCUIT. REFER TO LUMINAIRE SCHEDULE ON SHEET E002 FOR FIXTURE, LAMP TYPE.

PROVIDE AND INSTALL NEW WIRELESS CONTROL MODULE IN EXISTING POLE. EXERGY # XRG-502-XXX-MS-IP. REFER TO FIXTURE SCHEDULE ON SHEET E002 FOR VOLTAGE REQUIREMENTS. REFER TO WIRING DIAGRAM 1 ON SHEET E601.

PROVIDE AND INSTALL NEW ANTENNA TO TOP OF LIGHT POLE CAP. CONNECT ANTENNA TO WIRELESS CONTROL MODULE VIA COAXIAL CABLE PROVIDED BY MANUFACTURER. CONTRACTOR TO FIELD VERIFY AND PROVIDE MANUFACTURER WITH CABLE LENGTH REQUIRED. PROVIDE AND INSTALL NEW CAP WHERE CAP IS MISSING.

ADD ALTERNATE #1

RETROFIT EXISTING LIGHT FIXTURE WITH NEW RETROFIT KIT, TYPE AS NOTED. REFER TO LUMINAIRE SCHEDULE ON SHEET E002 FOR TYPE. RELINQUISH EXISTING FIXTURE LENS TO CAMPUS UPON REMOVAL. EXISTING FIXTURE FED FROM PANEL 'SHA' LOCATED IN HEALTH SCIENCES BLDG. CONTRACTOR TO FIELD VERIFY.

GENERAL NOTES

NEW LIGHT POLE FIXTURES SHALL BE INSTALLED COMPLETE WITH WIRELESS CONTROL MODULE SUCH THAT NEW FIXTURE MAINTAINS ON/OFF OPERATION ON EXISTING LIGHTING CONTROL SYSTEM UNTIL COMMISSIONING OF NEW WIRELESS CONTROL SYSTEM.
DISCONNECT AND REMOVE EXISTING FIXTURE. PROVIDE AND INSTALL NEW LIGHT FIXTURE, TYPE AS NOTED, AND RECONNECT TO EXISTING CIRCUIT. REFER TO LUMINAIRE SCHEDULE ON SHEET E002 FOR FIXTURE, LAMP TYPE. PROVIDE AND INSTALL NEW WIRELESS CONTROL MODULE IN EXISTING POLE. EXERGY # XRG-502-XXX-MS-IP. REFER TO FIXTURE SCHEDULE ON SHEET E002 FOR VOLTAGE REQUIREMENTS. REFER TO WIRING DIAGRAM 1 ON SHEET E601. PROVIDE AND INSTALL NEW ANTENNA TO TOP OF LIGHT POLE CAP. CONNECT ANTENNA TO WIRELESS CONTROL MODULE VIA COAXIAL CABLE PROVIDED BY MANUFACTURER. CONTRACTOR TO FIELD VERIFY AND PROVIDE MANUFACTURER WITH CABLE LENGTH REQUIRED. PROVIDE AND INSTALL NEW CAP WHERE CAP IS MISSING.

EXISTING PANEL 480/277V 'LA' LOCATED IN THE GREENHOUSE PARKING LOT FEEDS EXISTING LIGHT POLES IN PARKING LOT #14. CONTRACTOR SHALL BYPASS EXISTING LIGHTING CONTROL CONTACTORS FOR EXISTING CIRCUITS FEEDING LIGHT POLES IN PARKING LOT #14. CONTRACTOR SHALL FIELD VERIFY EXISTING LIGHTING CIRCUITS.

EXISTING PANEL 480/277V 'SHA' LOCATED IN ELECTRICAL ROOM 119 OF THE HEALTH SCIENCES BLDG FEEDS INDICATED EXISTING LIGHT POLE IN PARKING LOT #13. FIXTURE SHALL REMAIN CONTROLLED BY EXISTING LIGHTING CONTROL SYSTEM. WIRELESS MODULE AND ANTENNA SHALL NOT BE PROVIDED.

EXISTING PANEL 480/277V '1HB' LOCATED IN ELECTRICAL ROOM 112 OF THE TECHNOLOGY & APPLIED SCIENCE BLDG FEEDS EXISTING LIGHT POLES IN PARKING LOT #13. CONTRACTOR SHALL BYPASS EXISTING LIGHTING CONTROL CONTACTORS FOR EXISTING CIRCUITS FEEDING LIGHT POLES IN PARKING LOT #13. CONTRACTOR SHALL FIELD VERIFY EXISTING LIGHTING CIRCUITS.
**General Notes**

1. New light pole fixtures shall be installed complete with wireless control module such that new fixture maintains on/off operation on existing lighting control system until commissioning of new wireless control system.

2. Disconnect and remove existing fixture. Provide and install new light fixture, type as noted, and reconnect to existing circuit. Refer to luminaire schedule on sheet E002 for fixture, lamp type.

3. Provide and install new wireless control module in existing pole. Exergy # XRG-502-XXX-MS-IP. Refer to fixture schedule on sheet E002 for voltage requirements. Refer to wiring diagram 1 on sheet E601.

4. Provide and install new antenna to top of light pole cap. Connect antenna to wireless control module via coaxial cable provided by manufacturer. Contractor to field verify and provide manufacturer with cable length required. Provide and install new cap where cap is missing.

**Notes**

- DISCONNECT AND REMOVE EXISTING FIXTURE.
- PROVIDE AND INSTALL NEW LIGHT FIXTURE, TYPE AS NOTED, AND RECONNECT TO EXISTING CIRCUIT. REFER TO LUMINAIRE SCHEDULE ON SHEET E002 FOR FIXTURE, LAMP TYPE.
- PROVIDE AND INSTALL NEW WIRELESS CONTROL MODULE IN EXISTING POLE. EXERGY # XRG-502-XXX-MS-IP. REFER TO FIXTURE SCHEDULE ON SHEET E002 FOR VOLTAGE REQUIREMENTS. REFER TO WIRING DIAGRAM 1 ON SHEET E601.
- PROVIDE AND INSTALL NEW ANTENNA TO TOP OF LIGHT POLE CAP. CONNECT ANTENNA TO WIRELESS CONTROL MODULE VIA COAXIAL CABLE PROVIDED BY MANUFACTURER. CONTRACTOR TO FIELD VERIFY AND PROVIDE MANUFACTURER WITH CABLE LENGTH REQUIRED. PROVIDE AND INSTALL NEW CAP WHERE CAP IS MISSING.

**Drawing Information**

- FILE PATH & NAME: R:\J7182\ELECTRICAL\J7182-E113.DWG
- PLOT: Friday, October 03, 2014 10:41:59 AM
- P2S Engineering, Inc.
  5000 East Spring Street, 8th Floor
  Long Beach, CA 90815-5218
  T 562.497.2999  F 562.497.2990
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**Drawing Details**

- Project Title: Exterior Lighting and Control Retrofit
- Consultant: Saddleback College
- Mission Viejo, CA
  28000 Marguerite Pkwy., Mission Viejo, CA 92692

**Scale**

- 1" = 40'
GENERAL NOTES

1. NEW LIGHT POLE FIXTURES SHALL BE INSTALLED COMPLETE WITH WIRELESS CONTROL MODULE SUCH THAT NEW FIXTURE MAINTAINS ON/OFF OPERATION ON EXISTING LIGHTING CONTROL SYSTEM UNTIL COMMISSIONING OF NEW WIRELESS CONTROL SYSTEM.

EXISTING 480/277V PANEL '2LA' LOCATED IN THE MAIN ELECTRICAL ROOM OF THE FA200 BLDG FEEDS EXISTING LIGHT POLES IN PARKING LOT #12.

EXISTING 480/277V PANEL 'OL' LOCATED IN THE MAIN ELECTRICAL ROOM OF THE SCIENCE & MATH BLDG FEEDS EXISTING LIGHT POLES IN PARKING LOT #11.

EXISTING 480/277V PANEL '1LC' LOCATED IN ELECTRICAL ROOM 111 OF THE BUSINESS/GENERAL STUDIES BLDG FEEDS EXISTING LIGHT POLES IN PARKING LOTS #9 AND 10. CONTRACTOR SHALL BYPASS EXISTING LIGHTING CONTROL CONTACTORS FOR EXISTING CIRCUITS FEEDING LIGHT POLES IN PARKING LOTS #9 AND 10. CONTRACTOR SHALL FIELD VERIFY EXISTING LIGHTING CIRCUITS.

PROVIDE AND INSTALL NEW LIGHTING CONTROL CABINET IN BROADCAST ROOM LOCATED ON THE ROOF OF THE LIBRARY. REFER TO SHEET E601, DETAIL 3 FOR ADDITIONAL INFORMATION.

MATCHLINE - SEE SHEET E113

MATCHLINE - SEE SHEET E113

MATCHLINE - SEE SHEET E111

MATCHLINE - SEE SHEET E111

DISCONNECT AND REMOVE EXISTING FIXTURE. PROVIDE AND INSTALL NEW LIGHT FIXTURE, TYPE AS NOTED, AND RECONNECT TO EXISTING CIRCUIT. REFER TO LUMINAIRE SCHEDULE ON SHEET E002 FOR FIXTURE, LAMP TYPE.

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PROVIDE AND INSTALL NEW LIGHTING CONTROL CABINET IN BROADCAST ROOM LOCATED ON THE ROOF OF THE LIBRARY. REFER TO SHEET E601, DETAIL 3 FOR ADDITIONAL INFORMATION.

MATCHLINE - SEE SHEET E113

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MATCHLINE - SEE SHEET E113

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PROVIDE AND INSTALL NEW LIGHTING CONTROL CABINET IN BROADCAST ROOM LOCATED ON THE ROOF OF THE LIBRARY. REFER TO SHEET E601, DETAIL 3 FOR ADDITIONAL INFORMATION.
SITE LIGHTING PLAN

Matchline - See Sheet E112

Matchline - See Sheet E114

Notations:
1. New light pole fixtures shall be installed complete with wireless control module such that new fixtures maintain on/off operation on existing lighting control system until commissioning of new wireless control system.

General Notes:
- Existing 480/277V panel located in the tennis courts feeds existing light poles in parking lot #5A. Contractor shall bypass existing lighting control contactors for existing circuits feeding light poles in parking lot #5A. Contractor shall field verify existing lighting circuits.
- Existing 208/120V panel 'X' located in the Cox Yard building feeds existing light poles in parking lot #5A. Contractor shall bypass existing lighting control contactors for existing circuits feeding light poles in parking lot #5A. Contractor shall field verify existing lighting circuits.
- Provide and install new lighting control cabinet in Electrical Room 362. Refer to Sheet E601, Detail 4 for additional information.

Key Plan

North

\[ 1" = 40' \]
1. New light pole fixtures shall be installed complete with wireless control module such that new fixture maintains on/off operation on existing lighting control system until commissioning of new wireless control system.
NOTES

1. NEW LIGHT POLE FIXTURES SHALL BE INSTALLED COMPLETE WITH WIRELESS CONTROL MODULE SUCH THAT NEW FIXTURE MAINTAINS ON/OFF OPERATION ON EXISTING LIGHTING CONTROL SYSTEM UNTIL COMMISSIONING OF NEW WIRELESS CONTROL SYSTEM.
GENERAL NOTES

1. NEW LIGHT POLE FIXTURES SHALL BE INSTALLED COMPLETE WITH WIRELESS CONTROL MODULE SUCH THAT NEW FIXTURE MAINTAINS ON/OFF OPERATION ON EXISTING LIGHTING CONTROL SYSTEM UNTIL COMMISSIONING OF NEW WIRELESS CONTROL SYSTEM.
MATCHLINE - SEE SHEET E118

FILE PATH & NAME: R:\J7182\ELECTRICAL\J7182-E121.DWG

JEFF BOWENS

PLOT: Friday, October 03, 2014 10:42:34 AM

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NOTES

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PROVIDE AND INSTALL NEW WIRELESS CONTROL MODULE IN EXISTING POLE. EXERGY # XRG-502-XXX-MS-IP. REFER TO FIXTURE SCHEDULE ON SHEET E002 FOR VOLTAGE REQUIREMENTS. REFER TO WIRING DIAGRAM 1 ON SHEET E601.

PROVIDE AND INSTALL NEW ANTENNA TO TOP OF LIGHT POLE CAP. CONNECT ANTENNA TO WIRELESS CONTROL MODULE VIA COAXIAL CABLE PROVIDED BY MANUFACTURER. CONTRACTOR TO FIELD VERIFY AND PROVIDE MANUFACTURER WITH CABLE LENGTH REQUIRED. PROVIDE AND INSTALL NEW CAP WHERE CAP IS MISSING.

EXISTING 480/277V PANEL 'A' LOCATED IN WAREHOUSE BLDG FEEDS EXISTING LIGHT POLES IN PARKING LOT #1. CONTRACTOR SHALL BYPASS EXISTING LIGHTING CONTROL CONTACTORS FOR EXISTING CIRCUITS FEEDING LIGHT POLES IN PARKING LOT #1. CONTRACTOR SHALL FIELD VERIFY EXISTING LIGHTING CIRCUITS.

EXISTING 208/120V PANEL 'K' LOCATED IN ROOM 2-09 OF VILLAGE 2 BLDG FEEDS EXISTING LIGHT POLES IN PARKING LOT #2 AND BUILDING MOUNTED LIGHT FIXTURES.

GENERAL NOTES

1. NEW LIGHT POLE FIXTURES SHALL BE INSTALLED COMPLETE WITH WIRELESS CONTROL MODULE SUCH THAT NEW FIXTURE MAINTAINS ON/OFF OPERATION ON EXISTING LIGHTING CONTROL SYSTEM UNTIL COMMISSIONING OF NEW WIRELESS CONTROL SYSTEM.
WEATHERPROOF OUTLET BOX DETAIL

HEALTH SCIENCES LIGHTING CONTROL PANEL INSTALLATION DETAIL

PE600 LIGHTING CONTROL PANEL INSTALLATION DETAIL

CENTRAL PLANT LIGHTING CONTROL PANEL INSTALLATION DETAIL

LIBRARY LIGHTING CONTROL PANEL INSTALLATION DETAIL

WIRELESS CONTROL DIAGRAM

1. PROVIDE AND INSTALL EXERGY OUTDOOR PHOTOCELL. PER MANUFACTURER'S RECOMMENDATIONS. CONNECT PHOTOCELL TO XRG-DIM VIA CABLE PROVIDED BY MANUFACTURER.
2. PROVIDE AND INSTALL (N) 3/4"-2#12, 1#12GND AND 3/4"-1 CAT. 5 CABLE FROM EXISTING PANEL 'P' LOCATED IN THE SAME ROOM. PROVIDE COMPLETE WITH OUTDOOR PHOTOCELL. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
3. PROVIDE AND INSTALL (N) ANTENNA AND MOUNT TO SIDE OF WEATHERPROOF BOX. INSTALL MOUNTING HARDWARE REQUIRED FOR COMPLETE INSTALLATION. ON ROOF AND FACE NORTH. PROVIDE NECESSARY SEAL CONDUIT.
4. PROVIDE (N) ROOFTOP CONDUIT SUPPORTS WITH SEAL CONDUIT. PROVIDE (N) 3/4"- (1) CAT. 5 CABLE FROM FLOOR AND CONNECT TO CAMPUS NETWORK. PROVIDE AND INSTALL NEW LIGHTING CONTROL CABINET. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
5. PROVIDE COMPLETE WITH OUTDOOR PHOTOCELL. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
6. PROVIDE AND INSTALL (N) DOUBLE-GANG SURFACE MOUNTING DETAILS. PROVIDE COMPLETE WITH OUTDOOR PHOTOCELL. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
7. PROVIDE AND INSTALL (N) WEATHERPROOF OUTLET BOX PER MANUFACTURER'S RECOMMENDATIONS. CONNECT TO SPARE 120V, 20A CIRCUIT BREAKER OF EXISTING PANEL AIC AND TYPE SHALL MATCH EXISTING. PROVIDE AND INSTALL NEW 20A/1P CIRCUIT BREAKER. PROVIDE AND INSTALL (N) 3/4"- (1) COAXIAL CABLE AND PHOTOCELL TO XRG-DIM VIA CABLE PROVIDED BY MANUFACTURER. PROVIDE COMPLETE WITH OUTDOOR PHOTOCELL. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
8. PROVIDE AND INSTALL (N) 3/4"-1 CAT. 5 CABLE FROM EXISTING PANEL IN SAME ROOM. PROVIDE AND INSTALL NEW LIGHTING CONTROL CABINET. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
9. PROVIDE AND INSTALL (N) 3/4"- (1) COAXIAL CABLE AND PHOTOCELL TO XRG-DIM VIA CABLE PROVIDED BY MANUFACTURER. PROVIDE COMPLETE WITH OUTDOOR PHOTOCELL. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
10. PROVIDE AND INSTALL (N) 3/4"-1 CAT. 5 CABLE FROM FLOOR AND CONNECT TO CAMPUS NETWORK. PROVIDE AND INSTALL NEW LIGHTING CONTROL CABINET. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
11. PROVIDE AND INSTALL (N) 3/4"-1 CAT. 5 CABLE FROM FLOOR AND CONNECT TO CAMPUS NETWORK. PROVIDE AND INSTALL NEW LIGHTING CONTROL CABINET. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
12. PROVIDE AND INSTALL (N) 3/4"-1 CAT. 5 CABLE FROM FLOOR AND CONNECT TO CAMPUS NETWORK. PROVIDE AND INSTALL NEW LIGHTING CONTROL CABINET. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.

DATE: 10/03/14

A Batra
Approved
A Batra
Checked
J Ledezma
Drawn
J Bowens
Designed

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File Path: \E601\E601.dgn
File Name: E601
Date: 10/03/2014

Sheet: E601
Revision: 0
Status: ISSUED FOR REVIEW
Sheet Title: Exterior Lighting and Control Retrofit

Notes:
- PER THE SPECIFICATION SECTION 074116.
- ALL ROOF PENETRATIONS SHALL BE INSTALLED AND VENT FLASHING. REFER TO DETAIL 1 ON SHEET E602.
- PROVIDE COMPLETE WITH OUTDOOR PHOTOCELL. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
- PROVIDE AND INSTALL (N) 3/4"- (1) COAXIAL CABLE AND PHOTOCELL TO XRG-DIM VIA CABLE PROVIDED BY MANUFACTURER. PROVIDE COMPLETE WITH OUTDOOR PHOTOCELL. INSTALLATION OF PANEL AND ANTENNA. EXERGY # XRG-1000.
MANUFACTURED METAL ROOFING PANELS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Pre-formed metal roof system complete with perimeter and flashing details.

1.2 GENERAL DESCRIPTION

A. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Division 01 for definitions, acronyms, and abbreviations.

B. Unless otherwise noted, standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes as of the date of issue of this Project Manual.

C. Referenced Standards:

2. ASTM A446 - Specification for Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process, Structural (Physical) Quality.
3. ASTM A525 - Specification for General Requirements for Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process.
4. ASTM A527 - Specification for Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process, Lock Forming Quality.
8. ASTM D1004 - Standard Test Method for Tear Resistance (Graves Tear) of Plastic Film and Sheeting
17. FM 4470 - Approval Standard for Class 1 Panel Roofs.
18. ICC-ES AC166 - Test Procedure for Wind Driven Rain Resistance of Metal Roof Coverings.
21. UL 1897 - Uplift Test for Roof Covering Systems.
1.3 SUBMITTALS FOR REVIEW

A. Shop Drawings showing layout of every roof panel and structural supporting member required in the installation with side laps and end laps marked within one percent deviation of their actual location.

1. Provide details for edge conditions, seams, joints, corners, panel profiles, assembly anchoring techniques, round and square flashings and counter flashings.

B. LEED Submittals: Provide the following, and comply with applicable requirements and procedures of Section 01 81 13.

1. Product Data for EQ Credit 4.1: For adhesives and sealants, including printed statement of VOC content and chemical components.

2. Product Test Reports for SS Credit 7.2: For roofing materials, indicating that materials comply with Solar Reflectance Index requirement.

C. Samples illustrating thickness, finish, color and textures of materials.

D. Product Data: Include manufacturer’s detailed material and system description, panel and field seam installation instructions, engineering performance and finish specifications. Indicate that channel and fastener spacing.

E. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the manufacturer and the Owner.

F. Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the State of California. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

1.4 SUBMITTALS FOR INFORMATION

A. Design and Test Reports: Provide the following certified test reports from an independent testing laboratory.

1. Independent laboratory testing report for system design load and seam integrity.

2. Professional engineer’s documentation that roofing system incorporates sufficient allowance for stress and movement.

3. A letter from an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.

4. Manufacturer’s verifications that the panels are factory roll formed.

5. UL 1897: Test report must be submitted for windstorm rating no less than that specified in Design and Performance Criteria article. The proposed roof system must have approval over specified substrate with steel framing spaced no further apart than as specified.

6. FM 4470: Test report must be submitted for windstorm rating no less than that specified in Design and Performance Criteria article. The proposed roof system must have
approval over specified substrate with steel framing spaced no further apart than as specified.

7. ASTM E108 or similar evidence of Class A Fire Resistance.

8. ASTM E2140: Test report shall show passed ratings for panel type as specified.

9. ICC-ES AC166: Test report shall show passed ratings for panel type as specified.

B. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.

C. Design Loads: Submit copy of manufacturer’s minimum design load calculations according to ASCE 7-05, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article.

D. Qualification Data for Roofing Installer: Refer to Quality Assurance Article below.

E. Certification of work progress inspection frequency: Refer to Quality Assurance Article below.

F. Pre-installation Roofing Conference Proceedings: Refer to Quality Assurance Article below.

1.5 LEED COMPLIANCE DOCUMENTATION

A. Provide the following, and comply with applicable requirements and procedures of Section 01 81 13, LEED Online Letter Templates, and LEED 2009 BD+C Reference Guide:

1. Product Data for MR Credit 4: For products having recycled content, documentation indicating percentages by weight of post-consumer and pre-consumer recycled content. Include statement indicating costs for each product having recycled content.

1.6 CONTRACT CLOSEOUT SUBMITTALS

A. General: Comply with Requirements of Division 01.

B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the manufacturer.

C. Roofing Maintenance Instructions. Provide a manual of manufacturer’s recommendations for maintenance of installed roofing systems.

D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

E. Demonstration and Training Schedule: Provide a schedule of proposed dates and times for instruction of Owner’s personnel in the maintenance requirements for completed roofing work. Refer to Part 3 for additional requirements.
1.7 QUALITY ASSURANCE

A. Installer Qualifications: Engage an Installer who has completed the manufacturer’s Approved Roofing Contractor course and is currently certified for the installation, modifications and associated work of this roof system.

B. Fabricator/Installer shall submit work experience and evidence of adequate financial Responsibility. The Owner’s representative reserves the right to inspect fabrication facilities in determining qualifications.

C. Source Limitations: Obtain all components of roof system form a single manufacturer, including roll goods materials if required. Secondary products that are required shall be recommended and approved in writing by the roofing system manufacturer.

1. Upon request of the Architect, Owner, or Owner’s Representative, submit manufacturer’s written approval of secondary components in list form, signed by an authorized agent of the manufacturer.
2. Manufacturer shall have direct authority and control over all fabrication of steel components as well as the raw materials used in their fabrication.

D. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.

E. Engage the manufacturer’s field representative to conduct required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.

F. Manufacturer shall provide the Owner project with a written statement that they will provide a site inspection every seven days that confirms that the project is being constructed as specified, by an experienced, full time employee of the company.

1.8 DISCREPANCIES

A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation or modification and associated work.

B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing which must precede or follow roofing work (including mechanical or electrical work if any), Architect, Owner, Owner’s Representative, or roofing system manufacturer’s representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner’s insurers, testing agencies and governing authorities.

C. Objectives of conference to include:

1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.
3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
4. Review roofing system requirements (Drawings, Specifications and other Contract Documents).

5. Review required submittals both completed and yet to be completed.

6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer’s personnel, equipment and facilities needed to make progress and avoid delays.

7. Review required inspection, testing, certifying and material usage accounting procedures. The Contractor is responsible to budget for any post installation testing required by Factory Mutual or other insurance agencies where those agencies require such testing. Should the roof fail such post installation testing, all expenses required to bring the roof to successful post installation test results will be the burden of the Contractor.

8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.

9. Record discussions of conference including decisions and agreements or disagreements reached and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.

10. Review notification procedures for inclement weather or non-working days.

D. The Owner’s Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.

E. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved to the satisfaction of the Owner and Architect or Owner’s Representative. This shall not be construed as interference with the progress of Work on the part of the Owner, Architect, or Owner’s Representative.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Manufacturer’s Responsibilities:

1. All roof panels shall be shipped from the manufacturer with polystyrene or similar cushioned packaging material separating the individual panels to minimize flexing, stressing, scratching or otherwise damaging the material during transit to the job.

2. Fully cover steel with tarpaulins or similar protective cover during transit to prevent dirt and debris from coming in contact with the finished goods.

B. Installer’s Responsibilities:

1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.

2. Unload roof panels using a boom or crane, supporting the panels in at least two locations during lifting, and never lift more than three panels at a time.

3. Protect moisture-sensitive materials and water-based from weather.
4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

1.10 PROJECT CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage and protection requirements for roofing system.

1. Protection:
   a. Protect completed roofing from subsequent construction operations. Comply with Manufacturer's recommendations.
   b. Do not overload roof with stored materials.
   c. Support no roof-mounted equipment directly on the roofing system.

B. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place and accepted prior to installation of roofing.

1.11 DESIGN AND PERFORMANCE CRITERIA

A. Thermal Expansion and Contraction:

1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, fasteners, or reducing performance ability.

2. The design temperature differential shall be not less than 200 °F.

3. A framing system shall be used separating panel seams from the deck so that fasteners anchoring panel seams together may not thermally bridge between interior and exterior temperatures.

B. Uniform Wind Uplift Load Capacity:

1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Steel framing system shall be installed exactly as spacing specified in this Section.


C. Live Load: 20 psf, or not to exceed original building design.

D. Dead Load: Loading of the roof structure, due to tear off of existing, and/or installation of new roofing materials shall not exceed the present loading due to weight of the existing roof system.

E. System shall be capable of accommodating all expected, normal building movement without any transmittal of expansion or contraction through or along the seam.

F. System shall be capable of installation with all seam and flashing sealants in continuous, full compression.
G. System shall meet all design and performance criteria that are consistent with the Class 1 Roof Covering Section of the Factory Mutual Research Corporation (FMRC) Approval Guide.

H. Underwriters’ Laboratories, Inc., (UL), wind uplift resistance classification: Roof assembly shall be classified as Class 90 as defined by UL 1897.

I. Underwriters’ Laboratories, Inc., (UL) Class A fire rating per UL 790. The steel framing spacing as specified for this project in this Section shall not be greater than the steel framing specified in the UL listing.

J. Factory Mutual Research (FM), wind uplift resistance classification: Roof assembly shall be classified as FM 1-90, as defined by FM 4470. The steel framing spacing as specified for this project in this Section shall not be greater than the steel framing specified in the FM listing.

K. Water penetration in low slope applications: No water penetration or panel movement when subjected to 6 inch head of water for 6 hours when tested in accordance with the ASTM E2140.

L. Resistance to water penetration of exterior metal roof covering systems when specified water spray and wind velocity is applied to outside face of roof cover system: No water penetration or damage to the roof system shall be observed when subjected to water spray and wind velocity as specified by ICC-ES AC166 test procedure.

1.12 MANUFACTURER’S INSPECTIONS

A. When the project is in progress, the roofing system manufacturer will provide the following:

1. Keep Architect or Owner’s Representative and Owner informed as to the progress and equality of the work as observed.

2. Provide periodic job site inspections.

3. Report to the Architect or Owner’s Representative in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor’s attention.

4. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported or corrected.

1.13 WARRANTIES

A. Manufacturer shall execute a single warranty covering of the following criteria. Multiple-source warranties are not acceptable.

1. Manufacturer’s thirty year No-Dollar Limit watertight warranty, including coverage for all trim, flashings, and penetrations associated with the roof area.

2. Twenty year coverage on finish including checking, crazing, peeling, chalking, fading and/or adhesion.

3. Twenty year material coverage.

4. Warranty shall commence on date of final payment.
5. Installer shall provide manufacturer with five year warranty covering roofing system installation and water-tightness.

6. Provide a single warranty by a single approved manufacturer for standing seam roof areas, membrane roof areas, and transitions between the two material types.

PART 2 - PRODUCTS

2.1 VERIFICATION OF DIMENSIONS

A. Comply with requirements of Division 01.

B. LEED Requirements, Recycled Content:

1. Provide products with post-consumer and pre-consumer recycled content, calculated as percentages of total product weight.

   a. Post-consumer recycled content plus one-half of pre-consumer recycled content shall constitute a part of applicable LEED Credit requirement for recycled content.

C. Basis of Design: Materials, manufacturer’s product designations, and/or manufacturer’s names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

D. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

   1. Proposals shall be accompanied by a copy of the manufacturer’s standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for nonconformance.

   2. Include a list of three projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five years old and be available for inspection by the Architect, Owner or Owner’s Representative.

   3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.

   4. The Owner’s decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.2 ACCEPTABLE MANUFACTURERS


B. Substitutions: Under provisions of Division 01.
2.3 FLAT SEAM ROOFING SYSTEM

A. General:

1. The products, quality, and performance criteria specified shall be regarded as the minimum standard of quality required for the project.

B. Materials:

1. Panel Material: Steel sheet, Aluminum-Zinc Alloy Coated, ASTM A792, Coating Designation AZ-50, in thickness of 0.0157 inch for field panel, 36 inches by coil, chemically treated, commercial, lock-forming quality.

2. Steel Framing System: Aluminum-Zinc Alloy Coated, ASTM A792, Coating Designation AZ-50, 0.0336 inch, chemically treated, commercial, lock-forming quality.

3. Accessory Components: Aluminum-Zinc Alloy Coated, ASTM A792, Coating Designation AZ-50, 0.0336 or 0.0217 inch, chemically treated, commercial, lock-forming quality.

C. Steel Finishes – Roof Membrane:

1. Silicone modified polyester, epoxy primer baked both sides, as approved by finish coat manufacturer.

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D. Accessories:

1. Job Installed In-Seam Sealant: Modified polyisobutylene tape, 3/32 inch thick by 2 inches wide, minimum.
   a. Seaming material shall be a comprised of a pre-formed, non-hardening polyisobutylene rubber based elastic compound designed for use where space tolerance is limited.
   b. Material shall be furnished in a two-sided, moisture-proof, self-adhering tape form that shall accommodate compression, extension, elongation in a form fitting profile without exhibiting memory tendency in order to allow for permanent or semi-permanent surface irregularities or structural expansion/contraction within the system
      1) Elongation: 25 percent maximum.
      2) Recovery: 2 percent maximum.
      3) Solids: 100 percent maximum.
      4) Odor: None.
      5) Cure Time: Non-Curing.
      7) Color: Gray.
      8) Adhesion (Metal): Peel: 151 pounds per linear inch; Shear: 55 pounds per inch.
      9) Seamability: 100 percent cohesion of mating surfaces.
     10) Cold Temperature: Passes -30 degrees F. Flex over 1 inch Mandrel.
     11) Softening Point: 200 degrees F.

2. Factory Applied Sealant:
   a. Sealant must consist of a specified hot melt 100 percent solids thermoplastic material in a 100 percent consistent application to affect a permanent, water-tight seal in a full compression configuration.

3. One component urethane meeting 360 percent elongation per ASTM D412 and Tear Resistance of 140 pounds per inch per ASTM D1004.

4. One component acrylic terpolymer.

5. Framing System Fasteners:
   a. Metal Deck: FM 4470 Pinch point, fluorocarbon coated #14 fastener.
   b. Wood Deck: FM 4470 Pinch point, fluorocarbon coated #14 fastener or wood deck auger type fastener, or peel rivet.
c. Concrete Deck: FM 4470 masonry tip and tread, fluorocarbon coated #14 fastener.

d. Purlin: FM 4470, self tapping, self drilling #10 or #12 screws such as Traxx by Buildex or equivalent by Olympic or Dekfast.

6. Seam Screws: Sheet Metal Fastener size #10 or #12 by 3/4 inch or 1 inch supplied by roof system manufacturer.

7. Wood Nailers, Curbs and Sleepers: California Redwood, #2 grade. No treated wood utilizing salt-base preservatives shall be allowed. Material Safety Data Sheets must be provided to the roofing manufacturer for verification of preserving agents prior to the installation of any pressure treated wood.

8. Miscellaneous Fasteners:
   a. TEK #1 or #4 screws
   b. Expanding fasteners, 1/4 inch minimum.

9. Prefabricated Stack Flashings: Flexible pre-fabricated round stack flashings with integrated pressure ring shall be used for all round pipe flashings as furnished by roof system manufacturer.


11. Unitized Vents: Spun-aluminum, one way moisture vapor relief vents as furnished by roof system manufacturer.

12. Seam Bar: 1 inch x 3/32 inch 6063T aircraft grade aluminum bar with 8 mil white primer coat.

2.4 FABRICATION

A. In order to maximize quality control and conform to inorganic coating manufacturers’ warranty limitations, all roll forming processes shall be done at the manufacturer’s factory. No roll forming will be permitted on the job site.

B. Exercise careful compliance with specified requirements for fabricated profile, dimensional, and structural requirements.

C. Provision shall be made for the roof system to self-ventilate and breathe according to ASTM E241 guidelines.
   1. Ventilation shall be shown to be free-flowing between panels in each contiguous roof area.

D. Roofing system shall be designed to resist capillary action of water at any slope.

E. Tolerances:
   1. Roof system shall be designed to accommodate normal building dimension tolerances without panel distortion or weaving.
2. Panels shall not be shimmed to straighten an out-of-line structure.

3. Follow the correct published panel alignment recommendations of the manufacturer without variation.

2.5 SOURCE QUALITY CONTROL

A. Manufacturer shall furnish written documentation that all roof panels, flashing, trim, seam attachment devices, framing members, weather-exposed accessories, tape, caulking, and sealants were furnished by this single-source company.

B. Manufacturer shall furnish mill production documentation of specifications for steel coil stock used in the fabrication of the roof system, without organic coating per ASTM A792.

PART 3 - EXECUTION

3.1 PREPARATION

A. Design system so that the panel installation may be started and/or terminated at any given point in the area.

1. The ongoing operations of the Owner are of a critical nature as to leak sensitivity. Do not work on more roof area than can be restored completely watertight in one day.

B. Remove existing loose material, dirt and debris from the roof area. All accumulations of asphalt or other repair materials shall be removed to provide a smooth, flat substrate without imperfections that will be evident in the finished work.

1. Existing metal details and other metal accessories specified for re-use that interfere with the installation of the new roof system shall be carefully removed and set aside for re-use.

2. Any metal described above that will come in contact with the new roof shall be checked for type and replaced or protected if galvanic action may be a problem.

C. Strip existing contaminating material from all metal components that are indicated to be re-utilized. Protect these metal components. Replace damaged components with new of similar type and dimension.

D. Replace wood blocks and/or sleepers indicated to be replaced with new pressure-treated wood, redwood, or other form of blocking acceptable to the manufacturer.

1. Do not use pressure-treated wood containing salt-based preservatives or materials corrosive to steel. Provide Material Safety Data Sheets to the roofing manufacturer for verification prior to installation.

E. Remove pipes, conduits or equipment indicated to be abandoned and removed.

F. All curbs, soil stacks, and other interior flashing surfaces shall be extended to a minimum of 8 inches above the new horizontal roof surface or shall be pressure sealed at the top edge.
G. The prepared substrate shall be a minimum 1/2 inch: 12 inch slope prior to the installation of the roof system.

3.2 INSTALLATION

A. Install roof system when the atmospheric dry bulb temperature is minimum 40 degrees F and rising.

B. Install all components of the roof system in exact accordance with the manufacturer’s standard published procedures as applicable to these project conditions and substrates. The roof system shall be installed at no less than 1/2 inch: 12 inch slope.

C. Install all required vapor retarder, air seals and preliminary tapered, insulating substrates required per enclosed specifications.

D. Lay out and anchor all roof framing sections or purlins according to the approved roof plan.

E. Steel framing system installation

1. The steel framing system shall be installed around the entire perimeter of the roof, all curbs and boxes and as closely to the existing edge and vertical walls as possible.

2. The entire roof area shall then be measured and laid out to determine the designed or practical use of the furnished panels. The framing system shall be installed to the roof surface so that the framing system may be fastened through the existing roof and into the roof deck or structured supports with the entire perimeter of all steel panels covering the fastening flange of the metal framing system.

3. Steel framing sections shall be spaced a maximum of 12 feet. A secondary framing system shall be installed at a nominal distance of 48 inches in from all outside perimeters of roof areas. This wind protection frame shall be adjustable 24 inches in either direction, in order to accommodate coincidental field seams that may occur. Steel framing sections shall be installed by fastening to the specified deck type with the deck fastener type specified in this Section. Fasten framing sections every 12 inches on center staggered for 5/8 inch wood deck, 18 inches on center staggered for 22 gauge metal deck, or 24 inches on center staggered for structural concrete.

4. Steel framing sections shall be spaced a maximum of 6 feet as specified by the UL Class 90 wind uplift approval. Steel framing sections shall be installed by fastening to the specified deck type with the deck fastener type specified in this Section. Fasten framing sections every 12 inches on center staggered for wood, steel, and structural concrete decking.

5. Steel framing sections shall be spaced a maximum of 6 feet as specified by the FM 1-90 wind uplift approval. Steel framing sections shall be installed by fastening to the specified deck type with the deck fastener type specified in this Section. Fasten framing sections every 12 inches on center staggered for wood, steel, and structural concrete decking.

6. Steel framing section spacing and framing section fastener spacing shall be determined from fastener pullout test results taken from the existing lightweight deck to be roofed over. If a new deck is specified, then the spacing listed below shall be calculated from the material’s manufacturer’s product data. Steel framing sections shall be installed by fastening to the specified deck type with the deck fastener type specified in this Section.

a. Steel framing sections shall be spaced a maximum of every 6 feet or 12 feet.
b. Steel framing fasteners shall be spaced a maximum of every 6 inches or 12 inches on center staggered.

7. The steel framing sections shall be anchored to the roof purlins. Install 6 inches wide 20 gauge G-90 galvanized flat sheet through the existing metal roof panel to roof purlins every 12 inches on center. The 6 inches wide sheet sections are installed in the pattern of the steel framing grid. Steel framing sections shall then be installed by fastening to the 6 inches wide 20 gauge sheet with the metal deck fastener type specified in this Section.

a. Steel framing sections shall be spaced according to roof purlin spacing but not exceed and maximum of 6 feet or 12 feet.

b. Steel framing fasteners shall be spaced a maximum of every 6 inches or 12 inches on center staggered to the 6 inch wide 20 gauge flat sheet.

8. A pre-fabricated drain or ridge line framing system shall be installed along the bottom of all valleys, including along the leading edge of crickets and saddles.

9. Frames shall be fitted with thermally specified insulation stripes on non-insulated decks.

10. The adjoining ends of framing sections shall be overlapped. All overlapped adjoining ends shall be fastened to the substrate together. Ends that adjoin or abut the sides of frames shall be lap cut so that there are no gaps between adjoining sections.

F. Install rigid board insulation as specified. Insulation shall be installed to fill all voids between the prepared roof substrate and the roof panel. If installing over an existing metal roof panel, fill all flutes or spaces between panel seams or ribs to create a flat roof surface in the plane or intended roof slope.

G. Steel roof membrane installation: All panels and other components of the work shall be installed and anchored to the framing supports, making provision for the critical concerns specified below:

1. Seam tape shall be applied to the tops of all framing sections occurring in secondary framing systems, or along leading edge of crickets or saddles, centered along the top of the framing sections. The paper seam tape backer shall be removed.

2. The steel roof panels shall be applied over the framing sections, beginning at the valley or lowest point of the roof, assuring that the panels completely cover the tops of the steel framing sections. The steel panel shall be aligned so that it overlaps the preceding panel by approximately 1-1/2 inch but does not extend beyond the edge of the top of the underlying framing section.

3. As steel roof panels are being aligned, factory seams of adjacent panels must be staggered a minimum of 6 inches.

4. Panel surfaces shall be completely clean of all dirt, debris, oils, and moisture prior to the installation of seam tape. 3/32 inch thick by 2 inch wide seam tape shall be applied to the underside of the overlapping portion of adjoining pieces of metal along the scored center line of tape. This will leave 1 inch where necessary. Walk in the seam tape so that tape adheres well to underside and topside of top panel.

5. Remove the underside half of the seam tape paper backer and press the panels together by walking the length of the seam. The topside half of the paper backer is then removed.
6. The compression bar shall be laid on top of the field seam with the lip of the compression bar facing down and setting against the leading edge of the butyl tape exposed on the top side of the roof panel. When laying compression bars a gap of 1/8 inch shall be maintained between each compression bar. The last hole in adjacent compression bars shall be no further than 1 inch center to center.

7. The seam fasteners shall be placed approximately 18 inches on center, beginning at the middle of the panel and working towards the ends, so that all slack is distributed throughout the length of the panels.

8. Installing seam fasteners in every hole of the compression bar shall complete the final seaming; each fastener will be spaced approximately 1 1/4 inches on center. Fastener guns with adjustable clutch shall be used on all fastening panels and accessories. Final seaming is to occur, for all panels installed, at the end of each day.
   a. All seam fasteners shall be set so that the seam is fully compressed, with caution being taken not to over-torque or under-torque the fasteners.
   b. Final seaming shall not be completed at the wall or vertical surfaces until the wall flashing system is installed.
   c. A seam fastener shall be placed in the corner of every panel.

9. Installing seam fasteners in every hole of the compression bar shall complete the final seaming; each fastener will be spaced approximately 2 inches on center. Fastener guns with adjustable clutch shall be used on all fastening panels and accessories. Final seaming is to occur, for all panels installed, at the end of each day.
   a. All seam fasteners shall be set so that the seam is fully compressed, with caution being taken not to over-torque or under-torque the fasteners.
   b. Final seaming shall not be completed at the walls or vertical surfaces until the wall flashing system is installed.
   c. A seam fastener shall be placed in the corner of every panel.

10. Blind seams shall be completed after all panels are in place.
   a. All seam screws shall be set so that the seam is fully compressed, with caution being taken not to over-torque or under-torque the fasteners.
   b. Using the marks placed on the panels as a guide to the location of the underlying steel framing section, the installer shall snap a chalk line the entire length of the valley, ridge, or secondary framing section.
   c. The paper backer shall be carefully removed from the seam tape prior to fastening the panel.
   d. The final blind seaming shall be completed by installing seam fasteners as specified between the stabilizing fasteners, assuring that the fasteners penetrate the underlying sealant.

H. Steel flashings installation at curb and wall:
1. Factory fabricated wall flashing pieces shall be installed so that the leading edge of the deck flange lines up with the top of the underlying framing section.

2. Install seam tape and seam bar as specified for the steel membrane.

3. The wall flashing piece shall press against the vertical wall with a spring tension action.

4. The final seaming along the vertical portion of the metal flashing shall be completed by installing seam fasteners every 1 inch on center.
   a. 3/32 inch x 2 inch Seam tape shall be applied to the underside of the overlapping piece, allowing approximately 1/8 inch of tape to be exposed beyond the leading edge. The paper seam tape backer shall be removed.
   b. The seamed area of metal shall be pressed onto the underlying section at appropriate overlap, beginning at the vertex of the angle, so that there is no gap where the two pieces adjoin.
   c. The first seam fastener shall be installed directly into the angle, securely anchoring this spot, to the underlying flashing.
   d. All seam fasteners shall be set so that the seam is fully compressed, with caution being taken not to over-torque or under-torque the fasteners.
   e. The heads of the seam fasteners shall never extend beyond the edge of the seam nor occur greater than 1/4 inch away from the edge of the seam. The adjoining sections of metal shall be seamed together with an overlap a minimum of 2 inches.
   f. The inside and outside corners shall be mitered and shall be installed with seam tape and seam fasteners as described above.

I. Flashing installation at pipes, projections, pitch pans and conduits:

1. All soil stacks shall receive new pre-fabricated unitized stack flashings.
   a. The base flange on the unitized flashing shall receive seam tape to the underside of the leading edge of the flange so that approximately 1/8 inch of tape extends beyond the leading edge of the metal. The paper seam tape backer shall be removed.
   b. The flexible rubber upper portion of the flashing shall be cut to the size of the outside diameter of the pipe, as inscribed on the flashing.
   c. A bead of caulking shall be applied around the pipe, approximately 2 inches above the point where the flexible rubber will terminate. The flashing shall then be slid down over the pipe so that the caulking bead is compressed as full contact with the roof is made.
   d. A stainless steel pipe clamp shall be installed to the upper seal area of the flexible rubber top.
   e. The final seaming shall be completed by installing seam fasteners every 1 inch on center around the base.
   f. All seam fasteners shall be set so that the seam is fully compressed, with caution being taken not to over-torque or under-torque the fasteners.
g. The heads of the seam fasteners shall never extend beyond the edge of the seam nor occur greater than 1/4 inch away from the edge of the seam.

2. All pitch pans, if required, shall be replaced with new 26 gauge minimum Galvalume or stainless steel sheet metal.
   a. New pans shall be constructed so that a continuous 4 inch flange is in place around the perimeter, with sides a minimum of 3 inches high and hemmed to the outside.
   b. There shall be a minimum of 2 inches clearance, at all points, between the sides of the pan and the projection that it is flashing.
   c. The base flange on the plan shall receive seam tape to the underside of the leading edge of the flange, so that approximately 1/8 inch of tape extends beyond the edge of the metal. The paper seam tape backer shall be removed.
   d. The taped metal flange shall be aligned so that it overlaps the underlying panel by a minimum of 2 inches on all sides.
   e. The final seaming shall be completed by installing seam fasteners every 1 inch on center around the base.
   f. All seam fasteners shall be set so that the seam is fully compressed, with caution being taken not to over-torque or under-torque the fasteners.
   g. The heads of the seam fasteners shall never extend beyond the edge of the seam nor occur greater than 1/4 inch away from the edge of the seam.
   h. The pitch pan shall be filled half-full with non-shrink grout, filled full with 100 percent solids pitch pan filter, and tapered in a watershed fashion away from the projection.

3. All conduits and mechanical lines and pipes shall be installed resting on redwood or treated wood weight displacement supports. All copper pipes shall be protected from exposing the roof to galvanic reactions.
   a. The conduit or pipe shall be anchored to the wood block with fasteners and brackets of similar metal to that of the pipe.
   b. Wood blocks shall be of sufficient size and spacing to adequately support the conduit of pipe above the roof membrane, without bowing.

4. All closed top round flashing shall be flashed with a pre-fabricated wrap-around style unitized flashing.
   a. The base flange on the unitized flashing shall receive seam tape to the underside of the leading edge of the flange so that approximately 1/8 inch of tape extends beyond the edge of the metal. The paper seam tape backer shall be removed.
   b. The flexible rubber upper portion of the flashing shall be cut to the size of the outside diameter of the pipe, as inscribed on the flashing.
   c. A bead of caulking shall be applied around the pipe, at the top of the unitized flashing.
   d. A stainless steel pipe clamp shall be installed to the upper seal area of the flexible rubber top.
e. The final seaming shall be completed by installing seam fasteners every 1-1/4 inch on center around the base.

f. All seam fasteners shall be set so that the seam is fully compressed, with caution being taken not to over-torque or under-torque the fasteners.

g. The heads of the seam fasteners shall never extend beyond the edge of the seam nor occur greater than 1/4 inch away from the edge of the seam.

J. Counter flashing installation:

1. Prefabricated counter flashings shall be installed as required along all perimeter walls and over all interior flashings that do not have a protective flange covering the top of the base flashing.

2. Seam tape or sealant shall be applied to the back side of the fastening flange of the counter flashing piece. The paper seam tape backer shall be removed.

3. The counter flashing shall be installed in place with appropriate, required fasteners placed 6 inches to 12 inches on center through the center of the fastening flange and anchored so that the flange is secured in place in a spring compression situation. The adjoining sections of metal shall overlap a minimum of 1/2 inch and a seam fastener shall be installed through both pieces of metal to anchor them to the wall or substrate.

4. A bead of urethane sealant shall be applied to the top edge of the metal, centered over the edge, and tooled to shed water.

K. Metal edge installation

1. If the roof system has been designed for water to drain away from the edge, the metal edge shall be installed after the roof membrane has been installed; if the roof system has been designed for water to flow over the metal edge, the metal edge shall be installed before the roof membrane is installed.

2. If necessary the steel roof membrane shall be cut to be even with the outside edge of the perimeter steel framing section.

3. Install seam tape and seam bar as specified for the steel membrane.

4. Deck flange on metal edge shall terminate evenly with the inside edge of the top portion of the steel framing section.

5. Metal edge pieces shall be overlapped a minimum of 2 inches, or butted at ends with internal drainage plate or sealed batten cover. Splices and plates shall be sealed with two 1/8 inch beads of high performance urethane caulking.

L. Vent installation:

1. One-way, moisture vapor relief vents shall be installed on the roof area.

2. One vent shall be installed in a central location of every major roof panel, over 200 square feet, and aligned for a consistent appearance.

3. A 4 inch round hole shall be cut at each vent location.
4. 3/32 inch x 2 inch seam tape shall be applied to the underside of the prefabricated vent, allowing approximately 1/8 inch to extend beyond the edge of the metal. The paper seam tape backer shall be removed.

5. The vent shall be pressed to the roof surface and centered over the 4 inch hole.

6. The final seaming shall be completed by installing seam fasteners every 1 inch on center around the base.
   a. All seam fasteners shall be set so that the seam is fully compressed, with caution being taken not to over-torque or under-torque the fasteners.
   b. The heads of the seam fasteners shall never extend beyond the edge of the seam nor occur greater than 1/4 inch away from the edge of the seam.

M. Protective coating installation:
   1. All excess seam tape shall be trimmed away even with the edge of the seam bare on both sides, using a plastic putty knife. Do not use utility knives.
   2. After all work is complete and the roof has been inspected and approved by the material manufacturer and the owner, a protective coating shall be applied to all seam areas in a 2 inch width centered on the fasteners.
   3. Protective coating shall be applied to all inside and outside corner seams, along the tops of seams in projections, and around all sump pan and through wall scupper seams, etc.
   4. Protective coating shall be applied to all field seam, blind seam, and other mechanically fastened areas, and over all caulking applications.
   5. Protective coating is to be applied within 72 hours of completion of seam areas.

3.3 CLEANING
   A. Clean installed work in accordance with the manufacturer’s instructions.
   B. Inspect roofing work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction of completion and furnish copy of list to each party in attendance.

3.4 CONSTRUCTION WASTE MANAGEMENT
   A. Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction.

3.5 FINAL INSPECTION
   A. At completion of roofing installation and associated work, meet with Contractor, Architect, Owner’s Representative, installer, installer of associated work, Owner, roofing system manufacturer’s representative, and other representatives directly concerned with performance of roofing system.
   B. Inspect roofing work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
C. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Project Completion and according to warranty requirements.

D. Notify the Contractor, Architect or Owner’s Representative, and Owner upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

G. Factory Mutual Post Installation Wind Uplift Testing: Contractor will coordinate testing and bare all costs for testing as required by the local FM engineer. Should the roof fail such post installation testing, all expenses required to bring the roof to successful post installation test requirements will be the burden of the Contractor.

3.6 DEMONSTRATION AND TRAINING

A. At a time and date agreed to by the Owner, instruct the Owner’s facility manager, or other representative designated by the Owner, on the following procedures:

1. Roof troubleshooting procedures.
2. Notification procedures for reporting leaks or other apparent roofing problems.
3. Roofing maintenance.
4. The Owner’s obligations for maintaining the roofing warranty in effect and force.
5. The manufacturer’s obligations for maintaining the roofing warranty in effect and force.

END OF SECTION
1.1 SCOPE: Electrical General Requirements specifically applicable to Division 26 Sections, in addition to Division 1 - General Requirements. Work includes but is not necessarily limited to the following:

A. Definitions, guarantees, submittals, clean-up, "As-Builts" and all other applicable requirements of and Division 1 apply to the work of this section.

B. Examine all other sections for work related to those sections which are required to be included as work under this section.

C. Coordinate all work in this Division with related trades.

D. The work includes but is not limited to the following:
   1. Provide underground duct banks, including excavation, shoring, backfill and surface repair;
   2. Provide 8kV cables and 600V cables as detailed on the plans.
   3. Provide low voltage distribution boards as detailed on the plans.
   4. Provide transformers as detailed on the plans;
   5. Provide new panelboards as detailed on the plans;
   6. Provide new light fixtures, outlets and fire alarm systems as detailed on the plans;
   7. Provide a central lighting inverter;
   8. All temporary power and lighting during construction;
   9. All equipment and facilities required to provide temporary and permanent services;
   10. All electrical work for the building power, lighting, signal, control and life safety;
   11. Incidental items not indicated in in the Specifications that belong to the work described, or are required to provide complete and operable systems, as though called out here in every detail.

E. Work related to the mechanical trade as listed below shall be included in this Division of the work. Furnish and install the following:
   1. All conduits, outlets, line voltage wiring and disconnect switches required for the specified operation of the equipment.
   2. Connect all HVAC equipment per equipment installation diagrams.

F. Furnishing and installing of all hangers, anchors, sleeves, chases and supports, for all electrical materials and equipment.

G. Excavation, shoring, backfill and concrete work required to complete items of this section.

H. Cleaning, cutting patching, repairing and painting.

1.2 APPLICABLE PUBLICATIONS: The following publications form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
A. American National Standards Institute, Inc. (ANSI) Publications:
   2. C37.20-81 Switchgear Assemblies, including supp. C37.20A, C37.20B, Interfiled; C37.20D-78

B. State of California Administrative Codes:
   1. Title 8, Industrial Relations
   2. Title 19, State Fire Marshal Regulations
   3. Title 24, Part 2, California Energy Code
   4. Title 24, Part 3, CCR, California Electrical Code
   5. Title 24, Part 9, CCR, California Fire Code

C. National Electrical Manufacturers Association (NEMA) Publication:
   1. ICS6-83 (R86) Enclosures for Industrial Controls and Systems

D. National Fire Protection Association (NFPA) Publications:
   1. 70-2008 National Electrical Code (NEC)
   2. 70B-93 Electrical Equipment Maintenance

E. State of California Public Utilities Commission (Cal. P.U.C.) Publication:
   1. G.O. 128 Rules for Construction of Underground Electrical Supply and Communications Systems

1.3 WORK SEQUENCE
A. Install work in phases to accommodate specified occupancy requirements. During the construction period, coordinate and update electrical outage schedule and operations with the COLLEGE Project Manager on a weekly basis.

1.4 DEFINITIONS: The following definitions apply to terms used in the narrative and in the specifications.
A. The words "work" or "electrical work" herein include products, labor, equipment, tools, appliances, transportation and all related items, directly or indirectly required to complete the specified and indicated electrical installation.

B. The word "concealed" shall mean that the installation will not be visible when all permanent or removable elements of the construction are in place. The word "exposed" shall mean that the installation is visible when all permanent or removable elements of the construction are in place.

C. The word "code" shall mean any and all regulations and requirements of regulatory bodies, public and private, having jurisdiction over the work involved.

D. The word "product" used in Division 16 means all material, equipment, machinery, and/or appliances directly or indirectly required to complete the specified and/or indicated electrical work.
E. The words "standard product" shall mean a manufactured product, illustrated and/or described in catalogs or brochures, which are in general distribution prior to the date of issue of construction documents for bidding. Products will generally be identified by means of a specific catalog number and manufacturer's name.

F. The word "provide" shall mean furnish and install and where applicable shall also mean connect, complete installation and test.

G. The word "remove" shall mean remove and dispose of equipment or material off-site.

H. The words "powered equipment", as used in Division 16, shall mean a complex product converting an electrical energy source to Mechanical power.

I. In each standard referenced to in the technical sections, consider the advisory provisions to be mandatory, as though the word "shall" has been substituted for "should" wherever it appears. Interpret references in these standards to "authority having jurisdiction," or other words of similar meaning, to mean Owner.

J. The word "Authorized" or "Authorization" shall mean authorized or authorization by the COLLEGE Project Manager.

K. Refer to Division 1, General Requirements, for additional definitions of words and phrases used to describe Division 16, Electrical Work.

1.5 DISCREPANCIES

A. Where a conflict in requirements occurs between the specifications and narrative and a resolution is not obtained from the COLLEGE Project Manager before the bidding date, the more expensive alternate will become the contractual requirement.

B. Omissions from the narrative or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the narrative and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the narrative and specifications.

C. The Contractor shall check narrative furnished him immediately upon their receipt and shall promptly notify the COLLEGE Project Manager of any discrepancies.

1.6 CHANGES: The Contractor shall be responsible to make and obtain approval for all necessary adjustments in conduit and equipment layouts as required to accommodate the relocations of equipment and/or devices which are affected by any approved authorized changes or Product substitutions. All changes shall be clearly indicated on the "Record" drawings.

1.7 COOPERATION WITH WORK UNDER OTHER DIVISIONS

A. The arrangement of and connection to equipment shall be shown on design drawings.

B. Cooperate with other trades to facilitate general progress of Work. Allow all other trades every reasonable opportunity for installation of their work.
C. Work under this Division shall follow general building construction closely. Set conduit sleeves and inserts and verify that openings for chases and conduits are provided before concrete is placed or masonry installed.

D. Work with other trades in determining exact location of outlets, conduit, lighting fixtures, and pieces of equipment to avoid interference with lines required to maintain proper installation of work.

E. Make such progress in the work to not delay work of other trades.

1.8 SUBMITTALS: Submit six (6) sets of shop drawings, manufacturer's data certificates for equipment, materials and finish, and pertinent details for each system where specified in each individual section, and obtain approval before procurement, fabrication, or delivery of the items to the job site. Partial submittals are not acceptable and will be returned without review. Include the manufacturer's name, trade name, catalog model or number, nameplate data, size, layout dimensions, capacity, project specification and paragraph reference, applicable technical society publication references, and other information necessary to establish contract compliance of each item the Contractor proposes to furnish. Photographs of existing installations and data submitted in lieu of catalog data are not acceptable and will be returned without approval. Contractor shall be responsible for reviewing and certifying submittals as conforming to the narrative and specifications prior to submission and shall verify conformance of equipment as delivered with final shop submittals, specifications and plans. Contractor shall report to COLLEGE Project Manager any deviations prior to initiation of construction. Contractor is responsible for promptly reporting to COLLEGE Project Manager any news of late equipment delivery which is likely or certain to delay installation.

A. Submit shop drawings and product data grouped and referenced by the technical Section numbers.

B. Proposed Products List: Include Products as required by the individual section in this Division.

C. The Contractor shall be responsible for all equipment ordered and/or installed prior to receipt of shop drawings returned from the COLLEGE Project Manager bearing the stamp of "reviewed". All corrections or modifications to the equipment as noted on the shop drawings shall be performed and equipment removed from the job site when required by the COLLEGE Project Manager, without additional compensation.

D. Shop Drawings: Drawings shall be a minimum of 8.5 inches by 11 inches in size with a minimum scale of 1/8-inch per foot, except as specified otherwise. Include wiring diagrams and installation details of equipment indicating proposed location, layout and arrangement, control panels, accessories, piping, duct work, and other items that must be shown to assure a coordinated installation. In wiring diagrams, identify circuit terminals and indicate the internal wiring for each item of equipment and the interconnection between each item of equipment. Indicate adequate clearance for operation, maintenance, and replacement of operating equipment devices. If equipment is disapproved, revise drawings to show acceptable equipment and resubmit.

E. Manufacturer's Data: For each manufactured item, provide current manufacturer's descriptive literature of cataloged products, equipment drawings, diagrams, performance and characteristic curves if applicable, and catalog cuts.

F. Standard Compliance: When materials or equipment provided by the Contractor must conform to the standards of organizations such as American National Standards Institute (ANSI) or Underwriters' Laboratories (UL), submit proof of such conformance to the COLLEGE Project Manager.
Manager for approval. If an organization uses a label or listing to indicate compliance with a particular standard, the label or listing will be acceptable evidence, unless otherwise specified. In lieu of the label or listing, submit a certificate from an independent testing organization, which is competent to perform acceptance testing and is approved by the COLLEGE Project Manager. The certificate shall state that the item has been tested in accordance with the specified organization's test methods and that the item conforms to the specified organization's standard.

G. Certified Test Reports: Before delivery of materials and equipment, certified copies of all test reports specified in individual sections shall be submitted for approval.

H. Certificates of Compliance or Conformance: Submit manufacturer's certifications as required on products, materials, finish, and equipment indicated in the technical sections. Certifications shall be documents prepared specifically for this contract. Pre-printed certifications and copies of previously submitted documents will not be acceptable. The manufacturer's certifications shall name the appropriate products, equipment, or materials and the publication specified as controlling the quality of that item. Certification shall not contain statements to imply that the item does not meet requirements specified, such as "as good as"; or "achieve the same end use and results as materials formulated in accordance with the referenced publications"; or "equal or exceed the service and performance of the specified material." Certifications shall simply state that the item conforms to the requirements specified. Manufacturer shall use Form 16010-A for equipment installation certification. Certificates shall be printed on the manufacturer's letterhead and shall be signed by the manufacturer's official authorized to sign certificates of compliance or conformance.

1.9 REGULATORY REQUIREMENTS

A. Electrical: Conform to NFPA 70, CA PUC G.O. 95, CA PUC G.O. 128, ANSI C2, CAC Title 24, and all other utility company requirements, state and local codes.

B. The electrical requirements shall be the minimum acceptable requirements for the work and nothing described in these Specifications or Narrative shall be construed to permit work not conforming to the most stringent of the applicable codes and regulations. When narrative or specifications call for materials or construction of better quality or larger size than required by codes, laws, rules and regulations, the drawings and narrative shall take precedence.

C. Equipment not complying with applicable codes shall be removed and replaced with approved equipment at Contractor's expense. UL listing labels, where applicable, shall be installed prior to shipment from factory.

D. Obtain permits, and request inspections from authority having jurisdiction.

1.10 GUARANTEE

A. Except as may be specified under other sections in the Specifications, guarantee all equipment furnished under the Specifications for a period of one year from date of project acceptance against defective workmanship and material and improper installation. Upon notification of failure, correct deficiency immediately and without cost to the Owner.

B. Standard warranty of manufacturer shall apply for replacement of parts after expiration of the above period. Manufacturer shall furnish replacement parts to the Owner for their service agency as directed. Furnish manufacturer's warranties for all equipment furnished under this project.
1.11 PROJECT/SITE CONDITIONS

A. Prepare drawings showing proposed rearrangement of work to meet project conditions, including changes to work specified in other Sections. Obtain approval of design drawings before proceeding with the work.

1.12 OPERATION AND MAINTENANCE MANUAL: Provide operation and maintenance manual of all equipment and lighting fixtures furnished on this project.

1.13 POSTED OPERATING INSTRUCTIONS: Furnish approved operating instructions for systems and equipment indicated in the technical sections for use by operation and maintenance personnel. The operating instructions shall include wiring diagrams, control diagrams, and control sequence for each principal system and equipment. Print or engrave operating instructions and frame under glass or in approved laminated plastic. Post instructions as directed. Attach or post operating instructions adjacent to each principal system and equipment including startup, proper adjustment, operating, lubrication, shutdown, safety precautions, procedure in the event of equipment failure, and other items of instruction as recommended by the manufacturer of each system or equipment. Provide weather-resistant materials or weatherproof enclosures for operating instructions exposed to the weather. Operating instructions shall not fade when exposed to sunlight and shall be secured to prevent easy removal or peeling.

1.14 MANUFACTURER'S RECOMMENDATIONS: Where installation procedures or any part thereof are required to be in accordance with manufacturer's recommendations, furnish printed copies of the recommendations prior to installation. Installation of the item shall not proceed until recommendations are received. Failure to furnish recommendations shall be cause for rejection of the equipment or material.

1.15 DELIVERY AND STORAGE: Handle, store, and protect equipment and materials in accordance with the manufacturer's recommendations and with the requirements of NFPA 70B, Appendix I, titled “Equipment Storage and Maintenance during Construction.” Replace damaged or defective items with new items. Refer to Contract General Conditions for additional requirements.

1.16 ELECTRICAL REQUIREMENTS: Furnish internal wiring for components of packaged equipment as an integral part of the equipment.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 Obtain and pay for all permits, and inspections, including any independent testing required to verify standard compliance, and deliver certificates for same to COLLEGE Project Manager. All work shall conform to the requirements of NFPA 70, CA PUC G.O. 95, CA PUC G.O. 128, Title 24, California Code of Regulations (CCR) & CBC 2001.
3.2 WORK RESPONSIBILITIES

A. Proper judgment must be exercised in executing the work so as to secure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference with structural conditions. The Contractor is responsible for the correct placing of his work and the proper location and connection of his work in relation to the work of other trades. Advise appropriate trade as to locations of access panels.

B. In the event changes in the indicated locations or arrangements are necessary, due to developed conditions in the building construction or rearrangement of furnishings or equipment, such changes shall be made without extra cost, providing the change is ordered before the conduit runs, etc. and work directly connected to same is installed and no extra materials are required.

C. Where equipment is furnished by others, verify dimensions and the correct locations of this equipment before proceeding with the roughing-in of connections.

D. Do not install light outlets or fixtures until mechanical piping and duct work is installed; then lights shall be installed in locations best suited for equipment arrangement or as directed by the COLLEGE Project Manager.

E. All scaled and figured dimensions are approximate of typical equipment of the class indicated. Before proceeding with any work, carefully check and verify all dimensions, sizes, etc. with the shop drawings to see that the equipment will fit into the spaces without violation of applicable codes.

F. Should any changes to the work in narrative and specifications be necessary in order to comply with the above requirements, notify the COLLEGE project manager immediately until approval for any required modifications to the construction has been obtained from COLLEGE.

G. Be responsible for any cooperative work which must be altered due to lack of proper supervision or failure to make proper provisions in time. Such changes shall be under direction of the COLLEGE Project Manager and shall be made to his satisfaction.

H. Perform all work with competent and skilled personnel.

I. All work, including aesthetic as well as electrical and mechanical aspects of the work, shall be of the highest quality consistent with the best practices of the trade.

J. Replace or repair, without additional compensation, and any work which, in the opinion of the COLLEGE Project Manager, does not comply with these requirements.

3.3 CONTINUITY OF SERVICE

A. No interruption of service to any part of existing facilities will be permitted without express permission in each instance from COLLEGE Project Manager. Request for outages shall state specific date and hours and the maximum duration, with outages kept to these specific date and hours and the maximum duration. Contractor is responsible to provide adequate temporary power (Portable Generator) for unforeseen cases when the outage period exceeds permitted outage duration at no cost to the COLLEGE.

B. If overtime is necessary, there will be no allowance made by COLLEGE for extra expense for such overtime or shift work, due to maintaining continuity of service herein required.
C. Organize work to minimize duration of power interruption.

3.4 PAINTING OF EQUIPMENT

A. Factory Applied: Electrical equipment shall have factory-applied painting systems which shall, as a minimum, meet the requirements of NEMA ICS 6 corrosion-resistance test, except equipment specified to meet requirements of ANSI C37.20 shall have a finish as specified in ANSI C37.20.

B. Field Applied: Paint electrical equipment as required to touch up, to match finish on other equipment in adjacent spaces or to meet safety criteria.

END OF SECTION
SECTION 260519

BASIC MATERIALS AND METHODS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Conduit
B. Fittings and Conduit Bodies
C. 600 Volt Wires
D. Boxes
E. Wiring Devices
F. Cabinets and Enclosures
G. Safety Switches
H. Fuses

1.2 RELATED SECTIONS

A. Section 260500 – Electrical General Requirements, applies to this section, with the additions and modifications specified herein.
B. Section 260126 – Electrical Acceptance Testing.
C. Section 260526 – Grounding and Bonding.
D. Section 260553 – Identification for Electrical Systems.

1.3 APPLICABLE PUBLICATIONS: The following publications form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

A. American National Standards Institute, Inc. (ANSI) Publications:
   1. C80.1 Rigid Steel Conduit, Zinc Coated
   2. C80.3-83 Electrical Metallic Tubing, Zinc Coated
   3. C80.5-77 Specification for Rigid Aluminum Conduit
   4. FB 1 Fitting, Cast Metal Boxes, and Conduit Bodies for Conduit and Cable Assemblies
   5. OS 1 Sheet-Steel Outlet Boxes, Device Boxes, Covers and Box Supports
   6. OS 2 Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports

B. National Electrical Manufacturers Association (NEMA) Publications:
   1. AB 1 Molded Case Circuit Breakers
   2. ICS 2 Industrial Control Devices, Controllers, and Assemblies
3. ICS6 Enclosures for Industrial Controls and Systems
4. TC 2 Electrical Plastic Tubing and Conduit
5. WD 1 General Purpose Wiring Devices
6. WD 6 Wiring Device Configurations
7. RN 1 PVC Externally Coated Galvanized Rigid Steel Conduit and Electrical Metallic Tubing

C. National Fire Protection Association (NFPA) Publication:
   1. 70-2008 National Electrical Code (NEC)

D. State of California Administrative Codes:
   1. Title 24, Part 3, CCR, California Electrical Code

E. Underwriters Laboratories, Inc. (U.L.) Publications:
   1. 1-85 Standard for Flexible Metal Conduit
   2. 6-81 (R86) Rigid Metallic Conduit
   3. 50-80 Cabinet and Boxes
   4. 83-1983 Thermoplastic Insulated Wires
   5. 198E-82 (R87) Class R Fuses
   6. 360-80 (R86) Liquid-tight Flexible Steel Conduit
   7. 486A-1980 (R86) Wire Connectors and Soldering Lugs, for use with Copper Conductors
   8. 498-86 (R87) Attachment Plugs and Receptacles
   9. 508-84 (R85) Industrial Control Equipment
   10. 510-77 (R82) Insulating Tape
   11. 514A-1983 (R85) Metallic Outlet Boxes
   12. 514B-1982 (R85) Fittings for Conduit and Outlet Box
   13. 651-81 Schedule for 40 & 80 Rigid PVC Conduit
   14. 797-77 Electrical Metallic Tubing
   15. 869-84 Standard for Service Equipment
   16. 1242-83 Standard for Intermediate Metal Conduit

1.4 SUBMITTALS

A. Submit under provisions of Section 260500.

B. Product Data: Provide for:
   1. Conduit and Connectors (all types)
   2. Conductors (all types)
   3. Cabinets, Enclosures and Junction Boxes

C. Test Reports: Provide for:
   1. Insulation resistance tests of low voltage conductors.
   2. Operational tests.

1.5 PROJECT RECORD DOCUMENTS

A. Accurately record actual routing of conduits larger than 1-1/2 inches.
B. Accurately record actual locations and mounting heights of device, outlet, pull and junction boxes.

C. Accurately record actual location of each new receptacle.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of ANSI/NFPA 70 and with all state adopted amendments, except where requirements herein are more stringent.

B. Furnish products listed and classified by Underwriters Laboratories, Inc. or a testing firm acceptable to authority having jurisdiction as suitable for purpose specified and shown.

1.7 QUALITY ASSURANCE: In each standard referenced to herein, consider the advisory provisions to be mandatory, as though the word “shall” has been substituted for “should” wherever it appears. Interpret references in these standards to “authority having jurisdiction,” or other words of similar meaning, to mean COLLEGE Project Manager.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle Products to site under provisions of Sections 01600 and 260500.

B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

1.9 PROJECT CONDITIONS

A. Verify routing and termination locations of all conduits prior to rough-in.

B. Locate existing site utility lines prior to the excavation.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT: Materials and equipment shall conform to the respective specifications and standards and to the specifications herein. Electrical ratings shall be as indicated. Except where specifically indicated otherwise, provide only new materials having all legally required approvals and/or labels. Items of a similar nature shall be of the same type and manufacturer.

2.2 CONDUIT

A. Rigid Steel Conduit (Zinc-coated): ANSI C80.1, UL 6, hot-dip galvanized, threaded type.

B. Electrical Metallic Tubing: UL 797, ANSI C80.3.

C. Rigid Plastic Conduit: NEMA TC-2, UL 651, PVC Schedule 40, Carlon or approved equal.
D. Liquidtight Flexible Non-Metallic Conduit: UL 1660, Non-metallic, liquid-tight conduit with a polyvinyl chloride reinforced core. Conduit must conform to NEC 351B. Electri-Flex Liquatite® Type LNM-P, Kellems Polytuff I or approved equal.

E. Liquidtight Flexible Metallic Conduit (limited to 6 feet runs only): UL 360, Interlocked steel construction with a polyurethane jacket, Electri-Flex Liquatite® type CEA or approved equal. Limited to 4 feet run only.

F. PVC Coated Metal Conduit: NEMA RN 1, rigid steel conduit with external PVC coating, 40 mil thick.

2.3 FITTINGS


B. Fittings for EMT: Compression type. Split or set-screw couplings are unacceptable.

C. Fittings for Liquidtight Flexible Metallic Conduit: ANSI FB 1.


E. Expansion/Deflection Fittings: Provide fitting capable of a straight line expansion movement of 2" in either direction and a movement of 3/4" from ¾”normal in all other directions, OZ Gedney Type AXDX. Provide complete with grounding and bonding jumpers.

F. Fittings for PVC Coated Metal Conduit: ANSI FB 1; steel fittings with external PVC coating to match conduit.

2.4 CONDUCTORS: Conductors shall bear the date of manufacture imprinted on the insulation with other identification. Wire and cable manufactured more than 6 months before delivery to the job site shall not be used.

A. 600 Volt Wires and Cables: UL 44, ICEA S-66-524, NEMA WC-7. Conductors shall be stranded copper per ASTM B-3 or B-8. Insulation shall be type THHN/THWN unless otherwise noted. Conductors 250 kcmil or larger shall be type XHHW. Conductors installed underground shall be type XHHW.

B. Color Code Conductors in different voltage systems shall be as follows:

<table>
<thead>
<tr>
<th>PHASE</th>
<th>208Y/120 VOLT WYE</th>
<th>480 VOLT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Black</td>
<td>Brown</td>
</tr>
<tr>
<td>B</td>
<td>Red</td>
<td>Orange</td>
</tr>
<tr>
<td>C</td>
<td>Blue</td>
<td>Yellow</td>
</tr>
<tr>
<td>Neutral</td>
<td>White</td>
<td>Gray</td>
</tr>
<tr>
<td>Ground</td>
<td>Green</td>
<td>Green</td>
</tr>
<tr>
<td>Isolated Ground</td>
<td>Green w/yellow stripe</td>
<td>N/A</td>
</tr>
</tbody>
</table>

C. Minimum size for branch circuits shall be No. 12 AWG, unless otherwise noted.

D. Use of MC cable is not allowed except for lighting whip, limited to 6 feet runs only.

2.5 JUNCTION BOXES AND PULL BOXES: UL 50.
A. Provide pull and junction boxes of Code gauge steel sized as indicated or required. Provide 16 gauge steel minimum, unless otherwise noted. Indoor enclosures shall conform to NEMA ICS 6 for the Type 12, unless otherwise noted.

B. Size junction and pull boxes to not less than minimum Code requirements. Increase size above Code requirements where necessary to provide space for pulling, racking or splicing enclosed conductors, or where specified or indicated dimensions exceed Code requirements.

C. Fabricate sheet metal junction and pull boxes of galvanized, Code gauge, sheet steel. Include angle iron framing where required for rigidity. Boxes shall not deflect or deform visibly when covers are removed after conduit and conductors are installed, and any deflection occurring shall not prevent the easy installation and removal of cover attachment screws.

D. Do not use single covers for junction and pull boxes having cover length or width dimension exceeding three feet unless so specified, indicated, or approved. Sectionalize covers that exceed three feet in either dimension into two or more sections.

E. Equip metal junction and pull boxes exposed to weather (and not installed in or below grade) with raintight or weatherproof removable covers. Enclosures shall conform to NEMA ICS 6 for the Type 4, unless otherwise noted. Rain tight or weatherproof boxes shall be used threaded watertight hubs for top or side entry and may use knockout for bottom entry only. For exterior pull boxes, use a minimum of 14 gage galvanized G-90 grade sheet steel.

F. Use concrete junction and pull boxes for exterior underground conduit unless otherwise specified or indicated. Use non slip steel plate or cast iron covers and rims in no traffic areas, and cast iron covers and rims designed for AASHTO Class H20 wheel loading wherever vehicular traffic will occur.

G. For interior junction and pull boxes located in concrete floors, and 24" square or smaller, use cast iron boxes with integral cast tapped conduit hubs, and having recessed cover flush in the box trim placing all elements of the face of the box flush in the plane of the surrounding floor. Equip boxes with watertight covers where so indicated.

H. For interior pull boxes located in concrete floors and larger than 24" square, use precast concrete boxes or form these boxes at the job site. Equip with angle iron cover rim, and with reinforced steel cover plate set flush with the finish floor plans. Specific plan details shall supersede these general requirements.

I. Equip grade level exterior pull boxes with a sump and with knockouts for conduit on sides and ends. Coordinate requirements for conduit openings with underground conduit requirements. Identify the covers of exterior grade level junction and pull boxes with the work "ELECTRIC" casting or otherwise permanently inscribed in the metal of the cover. Equip exterior grade level pull boxes with pull irons where so indicated.

J. Equip surface sheet metal junction and pull boxes with covers aligning with the sides of the boxes and equip flush boxes with covers extending 3/4" all around the perimeter of the back box. Provide sufficient cover attachment screws to ensure that box covers will contact the surface of the box for the entire perimeter of the enclosure. Use galvanized or cadmium-plated screws, or brass screws to attach covers to boxes.

K. Use brass screws to attach junction and pull box covers to interior floor boxes or to boxes located where moisture may be present.

L. Acceptable manufacturers:
3. Concrete junction and pull boxes: Brooks Products Inc., Quickset Co.

2.6 WIRE CONNECTORS AND TERMINALS: For use with copper conductors. UL 486A.

2.7 INSULATING TAPES: UL 510.

PART 3 - EXECUTION

3.1 INSTALLATION: Electrical installation shall conform to requirements of NFPA 70, state and local codes, and to requirements specified herein.

3.2 LOCATIONS

A. The shop drawings shall identify desired locations and arrangements of all electrical components. Coordinate with other trades to secure the best possible installation in the available space and under the developed conditions.

B. Before installing any equipment, conduit, or locating any outlet, examine the complete set of documents, including shop drawings and specifications, and verify all dimensions and space requirements. Make such minor adjustments as may be necessary to fit the building structure and accommodate the work of other trades. Install all electrical work to preserve legal headroom, access, work space, clearances and to keep openings and passage ways clear. Arrange for additional space if required for the servicing, maintenance, and replacement of the electrical equipment.

C. Control devices shall not be mounted more than 48” above the floor.

D. Prior to installation, the COLLEGE Project Manager reserve the right to relocate any outlet or device within six feet of the location indicated on the plans and at no additional cost to the COLLEGE Project Manager.

E. No additional compensation will be allowed for omissions, inadequate space, misunderstandings or rejected work caused by neglect of these requirements.

3.3 CONDUIT

A. Rigid steel conduit shall be used for circuits greater than 600 volts installed above grade and may be used in all locations unless otherwise indicated.

1. Rigid steel conduit shall not be installed below grade in direct contact with earth, it shall be encased in 3" concrete envelope or painted with two coats of black asphalt paint.
2. Provide "DANGER - "HIGH VOLTAGE" labels to exposed conduits containing circuits greater than 600 volts. Refer to Section 260553.
B. Electrical metallic tubing (EMT) may be installed in indoor dry locations only; it shall not be installed lower than six feet above the finished floor. Restrictions applicable to EMT:
   1. Do not use in feeder circuits.
   2. Do not install below grade.
   3. Do not encase in concrete.
   4. Do not use in areas subject to severe physical damage (including, but not limited to, mechanical equipment rooms and electrical equipment rooms).
   5. Do not use in hazardous areas.
   6. Do not use outdoors.

C. PVC Schedule 40 conduit may be used underground within the building perimeter (below 600V):
   1. The top of the duct shall not be less than 24 inches below grade.
   2. Risers shall be galvanized rigid steel.

D. Refer to Section 260543, "Underground Electrical Work," for site underground duct requirements.

E. Use liquidtight flexible conduit in short lengths not to exceed 4 feet for final connections to lighting fixtures in accessible ceilings, motors, transformers and other vibration type equipment, or with the approval of the COLLEGE Project Manager, where absolutely necessary due to structural conditions. Provide green ground conductor in all flexible conduit.

F. Install conduit in accordance with NECA "Standard Installation." Determine actual material and hardware requirements and verify all dimensions by field inspection.

G. Arrange supports to prevent misalignment during wiring installation.

H. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

I. Group related conduits; support using conduit rack. Construct rack using steel channel provide space on each for 25 percent additional conduits.

J. Arrange conduit to maintain headroom and present neat appearance.

K. Route exposed conduit parallel and perpendicular to walls.

L. Maintain adequate clearance between conduit and piping.

M. Maintain 12 inch clearance between conduit and surfaces with temperatures exceeding 104 degrees.

N. Cut conduit square using saw or pipe cutter; de-burr cut ends.

O. Bring conduit to shoulder of fittings; fasten securely.

P. Provide pull fittings in all overhead conduit runs exceeding 200 feet of straight conduit, or having more than the equivalent of three 90 degree bends. Each 90 degree bend shall be considered the equivalent of 50 feet of straight run. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender to fabricate or factory elbows for bends in metal conduit larger than 2 inch size.
Q. Where conduit passes from one type of construction to another, or where there is a possibility of dissimilar movements, an expansion/deflection device or a suitable loop of sealtight flexible conduit shall be installed. Looped sealtight flexible conduit shall consist of 18” minimum length of looped conduit with a junction box at one or both ends, wherever conduit crosses building seismic joints.

R. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.

S. Provide 1/8” diameter polyethylene pull line in each new empty conduit except sleeves and nipples.

T. Conduit which penetrates fire walls, fire partitions, or floors shall be metallic on both sides of fire walls, fire partitions, or floors for minimum distance of 6 inches. Restore fire rating integrity at conduit penetration. All holes created to extend electrical systems through fire rated floors and walls shall be sealed by the electrical Contractor with an intumescent material capable of expanding up to 8 to 10 times when exposed to temperatures beginning at 250°F. It shall be UL Classified and have I.C.B.O., B.O.C.A.I. and S.B.C.C.I. (NRB 243) approved ratings to three hours per ASTM E-814 (UL 1479).


U. Where conductors of No. 4 AWG or larger are to be installed in a conduit, or where any conductors are to be deflected more than 30 degrees when leaving a conduit, terminate the conduit with an insulating bushing.

V. Conduit bending radius shall not be less than 10 times conduit diameter.

W. Ground and bond conduit under provisions of Section 260526.

X. All wires shall be run in conduit or approved wire ways. No exposed wire will be allowed.

3.4 600 VOLT CONDUCTORS

A. Splices:

1. Splices in conductors #8 AWG and smaller shall be made with “Scotchlok” insulate connectors or equal of proper size for conductors being spliced.
2. Splices in conductors #6 AWG and larger shall be made with pressure type solderless connectors. The splice area shall be taped to provide equal or greater insulation than the original. Tape run back over the original insulation shall extend 3 to 5 overall diameters of the insulated wire.

B. Connectors and terminal lugs shall be used for terminating stranded conductors #6 AWG and larger and shall be T&B, Ilsco, or approved equal solderless connectors.

C. Wire in panels, cabinets, pull boxes and wiring gutters shall be neatly grouped, strapped together with T&B Model Tyrap cable strap or laced with #12 stranded lacing twine and fanned out to the terminals.

D. Neutral conductor shall be continuous in outlet boxes and shall not be broken by addition or removal of devices.

E. Wiring methods in return air plenum spaces shall comply with NEC 300-22.
3.5 FITTINGS

A. Use threaded fittings for rigid metal conduit and compression fittings for tubing.

B. Use cement-on fittings for plastic conduit.

C. Fittings for flexible conduit shall be of the threadless hinged clamp type. Do not use fittings threaded internally into the flexible conduit ends.

D. Use fittings made of the same material as the raceway except:
   1. Malleable iron and steel are interchange fittings may be used for flexible steel conduit and for factory manufactured offsets.
   2. Use aluminum fittings only with aluminum conduit.
   3. Use plastic insulated bushings for conduit sizes larger than 1”.
   4. Use insulated throat connectors for electrical metallic tubing.

3.6 WIRING DEVICES

A. Use products of a single manufacturer for each type of wiring device. Different manufacturers may be used for different type devices, if the requirements of the specification are fulfilled.

B. Use the products of a single manufacturer for all device plates. Obtain prior approval for any variations from this requirement except that plate variations are allowed for the following devices:
   1. Where the selected plate manufacturer does not manufacture a suitable finish plate.
   2. For heavy-duty receptacles rated at more than 30 amperes.
   3. Where the raceway system enclosure employs a non-standard finish plate.
   4. Where non-standard plates are specified or indicated.

C. Where pilot lights are indicated, use incandescent lamp and jewel type lens mounted in the same outlet as the switch, with common finish plate. Pilot lights shall be “on” when “on” rolled load is “on”.

D. Substitute key operations for toggle where locking switches are indicated. Provide not less than two keys for each such switch, except not more than ten keys of the same pattern for the total project. Use only keys that are compatible with key system established for site.

E. Position receptacles so that the ground contact in grounding type receptacles is on the bottom of parallel prongs.

F. Install adjacent devices of the same type and with the same mounting height in a common outlet box.

G. Prior to installation of switch outlets, examine Architectural plans and verify locations. Place switches in the wall at the latch side of the door.

H. All counter top receptacles shall be mounted 4” above the finish surface.

I. Coordinate the electrical work with the work of other trades to ensure that wiring device flush outlets are positioned with box openings aligned with the face of the surrounding finish material. Pay special attention to installations in cabinet work, and in connection with specialty building equipment requiring very exact electrical rough-in.
3.7 BOXES, OUTLETS AND SUPPORTS: Provide boxes in wiring or raceway systems wherever required for pulling of wires, making connections, and mounting of devices or fixtures. Boxes for metallic raceways shall be cast-metal, hub-type when located in wet locations, when surface mounted on outside of exterior surfaces, when installed exposed up to 7 feet above interior floors, when installed under raised floor or when installed in hazardous areas. Boxes in other areas shall be sheet steel. Each box shall have volume required by NFPA 70 for number of conductors enclosed in the box. Provide gaskets for cast-metal boxes installed in wet locations.

3.8 JUNCTION AND PULL BOXES

A. Wherever possible use outlet boxes for junction and pull boxes.

B. Locate interior junction and pull boxes in machine rooms, equipment rooms, storage rooms, electrical rooms and similar utility spaces unless otherwise indicated or approved. Where junction or pull boxes must be used in finished areas, use flush boxes only equipped with prime finished sheet metal plates. Fasten plates to boxes with countersunk flat head screws. Provide plates with 3/4" trim ¾" around.

C. Do not use sectionalized boxes unless specified. Do not mix feeder and branch circuit conductors in a common pull or junction box.

D. Where more than one circuit passes through a common junction or pull box, tag conductors to indicate circuit number and panel designation.

3.9 OPENINGS, CHASES AND SLEEVES

A. Provide openings, chases, cutting, patching, sleeves and other products, necessary to permit the electrical raceways and cables to pass through the structure.

B. Establish locations for openings, chases and sleeves sufficiently in advance of construction to avoid cutting and patching. Perform any required cutting and patching for electrical work and obtain approval for cutting from COLLEGE Project Manager prior to work being done.

C. Repair damages to finished work and surfaces caused by cutting, to the satisfaction of COLLEGE Project Manager.

D. Install sleeves wherever raceways of any type pass through walls or floors above grade, except that sleeves are not required for drywall construction or laid up masonry construction used for interior partitions and not fire rated.

E. Use pipe or sheet steel sleeves for interior dry locations.

F. Install sleeves with both ends flush with wall surfaces and with upper ends 3" above floor surfaces. Install bottom end of floor sleeves flush with slabs if not concealed by ceiling system. Use steel pipe sleeves through floors.

G. Furnish galvanized steel 24 gauge roof jacks and pitch dams for roof penetrations. Size roof jacks to extend 6" out on roof and 8" up conduit above roof. Solder or braze a flashing collar to conduits passing through roof jacks. Size pitch dams to extend 6" above roof and 6" beyond roof opening.

H. Core drill existing concrete walls or slabs to pass new runs of conduit or tubing. Seal core drilled openings as described for sleeves.
I. For exterior walls below grade conduit entries, use manufacturer fabricated wall entrance seals.

3.10 MOUNTING HEIGHTS: Mount disconnecting switches so height of operating handle at its highest position is maximum 78 inches above floor or platform. When installing switch next to existing switch, match mounting height of existing switch.

3.11 FIELD TESTS: Refer to Section 260126, "Electrical Acceptance Testing," for additional requirements. As an exception to requirements that may be stated elsewhere in the contract, the Inspector shall be given minimum 5 working days notice prior to each test. The Contractor shall provide all test equipment and personnel and submit written copies of all test results.

A. Distribution Conductors, 600 Volt Class: Test all conductors #8 AWG and larger to verify that no short circuits or accidental grounds exist. Tests shall be made using an instrument which applies a voltage of approximately 500 volts and provides a direct reading of resistance in ohms. Resistance readings of "infinite" value will not be accepted. Insulation resistance, corrected to 60°F, shall not be less than the following values:

<table>
<thead>
<tr>
<th>Conductors</th>
<th>Resistance</th>
</tr>
</thead>
<tbody>
<tr>
<td>250-750 kcmil</td>
<td>50 megohms</td>
</tr>
<tr>
<td>4-4/0 AWG</td>
<td>50 megohms</td>
</tr>
<tr>
<td>8-6 AWG</td>
<td>100 megohms</td>
</tr>
</tbody>
</table>

Record resistance readings, temperature and weather conditions on the test form.

B. Operational Tests: Demonstrate the operation of each switch, relay and other item of electrical control with the system fully energized and operating. Each shall be demonstrated three times. Any faulty or defective Contractor furnished materials and workmanship found during the tests shall be replaced or corrected by the Contractor at no additional cost to the COLLEGE Project Manager.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Grounding materials.
2. Electric service grounding electrode.
3. Feeder and branch circuit grounding.
4. Raceway and enclosure grounding.
5. Equipment grounding.
6. Receptacle grounding.

B. Related Sections:

1. Section 260126, Electrical Acceptance Testing
2. Section 260519, Basic Material and Methods
3. Section 262702, Equipment Wiring Systems

1.2 SYSTEM DESCRIPTION

A. Provide grounding and bonding of electrical service, circuits, equipment, signal and communications systems.

B. Performance Requirements: Supplement the grounded neutral of the secondary distribution system with an equipment grounding system to properly safeguard the equipment and personnel. Install equipment grounding such that all metallic structures, enclosures, raceways, junction boxes, outlet boxes, cabinets, machine frames, portable equipment and other conductive items in close proximity with electrical circuits operate continuously at ground potential and provide a low impedance path for possible ground fault currents.

1.3 SUBMITTALS

A. Provide Shop drawings and product data for the grounding material.

1.4 REGULATORY REQUIREMENTS

A. Conform to requirements of the CEC, latest adopted version

B. Furnish products listed by UL or other testing firm acceptable to AHJ.

1.5 SEQUENCING AND SCHEDULING
A. Building Ground Electrode: Coordinate placement of ground rods and grounding electrode conductor in base of building footing prior to placement of concrete. Coordinate bonding of rebar with rebar installer prior to rough-in.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Ground Rods: Copperclad steel, 3/4 inch diameter, 10 feet long, tapered point, chamfered top. Manufacturers: Weaver, Thomas & Betts, Talley, or approved.

B. Grounding Connectors: Hydraulic compression tool applied connectors or exothermic welding process connectors or powder actuated compression tool applied connectors. Mechanical type of connectors are not acceptable. Manufacturers: Burndy Hyground Compression System, Erico/Cadweld, Amp Ampact Grounding System or approved.

C. Pipe Grounding Clamp: Mechanical ground connector with cable parallel or perpendicular to pipe. Burndy GAR Series, O-Z Gedney, Thomas & Betts or approved.

D. Telecommunications Grounding Bar (TGB): 1/4-inch thick by 4-inch high by 12-inch long copper ground bar with insulators. Manufacturers: CPI, Hargar, Lyncole XIT or approved equal.

E. Telecommunications Main Ground Bus Bar (TMGB): 1/4-inch thick by 4-inch high by 18-inch long copper ground bar with insulators. Manufacturers: CPI, Hargar, Lyncole XIT or approved equal.

F. Grounding Electrode Conductor: Bare copper stranded conductor.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Concrete Encased Ground Electrode:
   1. From the service equipment ground bus install grounding electrode conductor to footing foundation rebar.
   2. Bond the grounding electrode conductor to three independent steel rebars. Each rebar's minimum length is 20 feet.
   3. Protect grounding electrode conductor extension from footing/foundation to service equipment with rigid PVC conduit. Do not use metal conduit for grounding electrode conductor protection.

B. Ground Rod Electrode:
   1. Install 60 feet of No. 4/0 stranded bare copper conductor in base of perimeter footing.
   2. Layout conductor to provide maximum exposure to earth in the perimeter footing. Do not fold conductor.
   3. Bond to driven ground rods at 20 feet o.c.
4. Tap at center ground rod and extend ground electrode conductor to service ground bus. Install ground electrode conductor extension in rigid PVC conduit for physical protection.

C. Water Service Grounding: Bond building ground electrode and water service pipe to service ground bus. Connect to water pipe on utility side of isolating fittings or meters, bond across water meters.

D. Raceways:
   1. Ground all metallic raceway systems. Bond to ground terminal with code size jumper except where code size or larger grounding conductor is included with circuit, use grounding bushing with lay-in lug.
   2. Connect all metal raceways, which terminate within an enclosure but without mechanical connection to the enclosure, by grounding bushings and ground wire to the grounding bus.
   3. Where equipment supply conductors are in flexible metallic conduit, install stranded copper equipment grounding conductor from outlet box to equipment frame.
   4. Install equipment grounding conductor, code size minimum unless noted otherwise, in all nonmetallic and metallic raceway systems.

E. Feeders and Branch Conduits:
   1. Install continuous insulated equipment copper ground conductors within the following circuits; feeders, circuits for computer systems and other circuits as indicated on design Drawings.
   2. Where installed in a continuous solid metallic raceway system and larger sizes are not detailed, provide insulated equipment ground conductors for feeders and branch circuits sized in accordance with Table 250-122.
   3. Install isolated ground conductors for electrically sensitive equipment. Install isolated grounding conductors isolated from the equipment ground system except at the common ground connection at the service equipment. Provide isolated ground bus in panelboards isolated from the equipment ground system.

F. Boxes, Cabinets, Enclosures and Panelboards:
   1. Bond grounding conductors to enclosure with specified conductors and lugs. Install lugs only on thoroughly cleaned contact surfaces.
   2. Bond all sections of service equipment enclosure to service ground bus.

G. Motors, Equipment and Appliances: Install code size equipment grounding conductor from outlet box to (motor) equipment frame or manufacturer's designated ground terminal.

H. Receptacles: Connect ground terminal of receptacle to equipment ground system by No. 14 conductor bolted to outlet box except isolated grounds where noted. Self grounding nature of receptacle devices does not eliminate conductor bolted to outlet box.

I. Telecommunications Backboard: provide telecommunications grounding bar at each telecommunications backboard. Bond the grounding bar to service grounding bar in the main service equipment with a 6AWG copper equipment grounding conductor.

J. Separately Derived Systems: Ground each separately derived system.

END OF SECTION
PART 1 - GENERAL

1.1 SECTION INCLUDES
   A. Contractor shall provide electrical demolition required for work noted on drawings.
   B. The Contractor may consider salvage value of all removed equipment and material part of demolition, unless otherwise noted on the construction drawings.

1.2 APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
   A. Environmental Protection Agency (EPA) Regulations:
      1. 40 CFR 261 Regulations Identifying Hazardous Waste
      2. 40 CFR 262 Regulations for Hazardous Waste Generators
      3. 40 CFR 263 Regulations for Hazardous Waste Transporters
      4. Hazardous Waste Facilities
   B. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Regulation:
      1. 29 CFR 1910.94 Subpart G, Occupational Health and Environmental Control
   C. Department of Transportation (DOT):
      1. 49 CFR 178 Regulations for Shipping Container Specifications

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT
   A. Materials and equipment for patching and extending work: As specified in individual Sections.

PART 3 - EXECUTION

3.1 EXAMINATION
   A. Verify field measurements and circuiting arrangements are as shown on Drawings.
   B. Verify that abandoned wiring and equipment serve only abandoned facilities.
   C. Demolition drawings are based on casual field observation and existing record documents. Report discrepancies to Engineer before disturbing existing installation.
D. Beginning of demolition means installer accepts existing conditions.

3.2 PREPARATION

A. Disconnect electrical systems in walls, floors, and ceilings scheduled for removal.

B. Coordinate electrical outages with the College.

C. Provide temporary wiring and connections to maintain existing systems in-service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

3.3 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK

A. Demolish and extend existing electrical work under provisions of this Section and as indicated on the drawings.

B. Remove, relocate, and extend existing installations to accommodate new construction.

C. Remove abandoned wiring to source of supply unless otherwise indicated.

D. Remove exposed abandoned conduit. Cut conduit flush with walls and floors, and patch surfaces.

E. Disconnect and remove abandoned distribution equipment.

F. Repair adjacent construction and finishes damaged during demolition and extension work.

G. Maintain access to existing electrical installations which remain active. Modify installation or provide access panel as appropriate.

H. Extend existing installations using materials and methods as specified in Section 260519, "Basic Materials and Methods."

3.4 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment which remain or are to be reused.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and other documentation provided with this Specification apply.

1.2 SUMMARY

A. The intent of this specification is to define a complete, functional, distributed intelligence, networked lighting control system providing individual addressability of incandescent, low-voltage, fluorescent, LED, induction, and HID lighting sources using the DALI (Digitally Addressable Lighting Interface) protocol for indoor areas and the wireless ZigBee communication protocol for outdoor areas (and indoor where applicable).

1.3 DEFINITIONS

A. DALI: Digitally Addressable Lighting Interface. An international standard for bi-directional communication between smart addressable lighting equipment such as fluorescent ballasts, motion sensors, and wall switches. Relies on a polarity-insensitive two-wire bus running between all devices. Wire may be run in conduit with power or free in plenum with appropriately rated wire. Each DALI bus is powered by either a Digital Control Cabinet or a standalone DALI power supply.

B. Hybrid system: A system that is composed of both wired and wireless communications components, supporting both indoor and outdoor control of lighting using wires where appropriate and wireless where appropriate, all from the same control base station.

C. Low Voltage: As defined in NFPA 70 for circuits and equipment operating at less than 50 V or for remote-control, signaling and power-limited circuits. All devices considered low voltage must utilize DC power only.

D. Mesh network: A robust and highly reliable method of communicating between wireless devices. Designed to withstand failures of individual nodes by routing around the issue. Used to communicate between: *Digital Control Cabinets (where an Ethernet connection between cabinets is not possible) *Remote devices controlling individual fixtures (both indoor and outdoor) or stand-alone wired DALI communications busses.

Each device in the network is able to “route” or “rebroadcast” wireless traffic such that a given device need only contain a transmitter powerful enough to reach its neighbor nodes.

E. Monitoring: Acquisition, processing, communication, and display of equipment status data including current light level of each fixture, calculated electrical parameter values, event and alarm signals, tabulated reports, graphical visualizations, and event logs.

F. PC: Personal computer; sometimes plural as "PCs."

G. ZigBee: An international standard for bi-directional wireless mesh network communication. Works at the unlicensed 2.4GHz frequency and uses secure 128-bit encryption for all traffic. A
total of 16 channels shall be available for use by each device, and frequency-agile radio technology shall ensure resilience in noisy wireless environments.

H. 0-10V: An industry-standard interface for controlling dimmable lighting loads where the signal voltage from 0 to 10 volts is proportional to the light output of the lamp being controlled.

1.4 SUBMITTALS

Manufacturer submittal package shall include, but not be limited to, the following informational requirements. Submittals that do not contain all the information listed below will not be considered for approval. All information must be provided in both printed and electronic formats. Manufacturer must receive design team approval of complete system (components and operation) prior to beginning manufacture of equipment.

A Product Data Sheets: Data sheets must be provided for all devices required to provide full system functionality.

B Shop Drawings: Submittals shall include detailed drawings showing integration of all required components assembled to accomplish specific system design intent.

1. Outline Drawings: Indicate dimensions, arrangement of components, and clearance and access requirements.

2. Block Diagram: Show interconnections between components specified in this section and devices furnished with interrelated system. Indicate data communication paths and identify networks, data buses, and other devices to be used. Describe characteristics of network and required data communication lines.

3. Wiring Diagrams: Provide drawings which clearly indicate power, signal, and control wiring.

C. Coordination Drawings: Submit evidence that lighting controls are compatible with connected monitoring and control devices and systems specified in other Sections.

1. Show interconnecting signal and control wiring and interfacing devices that support compatibility of inputs and outputs.

D. Software and Firmware Operational Documentation:

1. Manuals: Provide software operating and upgrade manuals.

2. Program Software Backup: On magnetic media, USB drive, or compact disc, supply initial commissioning tables complete with data files.

3. Device address list.

E. Field quality-control test reports.

F. Software licenses: Provide names and ownership certifications of all software required by and installed for operation and programming of digital and analog devices.

G. Operation Data: Provide “Sequence of Operations” for established lighting scenes including all normal and emergency modes of operation.

H Warranty: Specify warranty for all hardware and software elements covered in this Section.

1.5 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: All Components must be listed and labeled by a recognized testing agency acceptable to authorities having jurisdiction, and marked for intended use.

B. Factory Assembly: All relays, controllers, enclosures, switch stations, photo sensors, occupancy sensors and miscellaneous components shall be factory assembled and tested. All system
components shall arrive at the job site completely pre-wired and ready for installation, requiring only the connection of lighting circuits, control circuits, and network terminations. Systems that require field assembly shall not be acceptable.

C. Component Testing: All system components and assemblies shall be individually tested prior to assembly. Once assembled, all finished products shall be tested for proper operation of all control functions per specifications prior to shipment.

D. NEC Compliance: All system components shall comply with all applicable sections of the National Electrical Code (NEC) as required.

E. UL Approval: All applicable equipment shall be tested to and listed under UL standard 508 and/or UL 916 and shall bare labels to indicate compliance.

F. FCC Emissions: All applicable equipment shall comply with FCC emissions standards specified in Part 15, subpart B.

G. Title 24: All applicable system components and the system as a whole shall be certified as complying with Title 24 requirements.

1.6 WARRANTY

A. Special Warranty: Manufacturer’s standard form in which manufacturer agrees to repair or replace components of lighting controls that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Failure of software input/output to execute switching or dimming commands.
   b. Failures of hardware to execute switching or dimming commands.

2. Warranty Period: One year from date of Substantial Completion.

1.7 SOFTWARE SERVICE AGREEMENT

A. Technical Support: Provide remote software support for one year (requires system internet access) from date of Substantial Completion

B. Upgrade Service: Update software to latest version at Project completion. Install and program software upgrades that become available with one year from date of Substantial Completion. Upgrade shall include new or revised licenses for use of the software.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Exergy Controls, LLC
2. Approved Equal

2.2 SYSTEM REQUIREMENTS
A. Performance Requirements: Individually addressable devices are operated via digital signals transmitted and received through a two-wire DALI-based network and/or a wireless mesh network. Network control is achieved via wired Ethernet connection to the Internet (requiring no extra gateway or translator equipment aside from a CAT5 cable) and/or ZigBee transceiver – both communication technologies integrated into each Digital Control Cabinet. System shall support simultaneous wired and wireless bidirectional communication between Digital Control Cabinet and each wired/wireless device. The system shall therefore be capable of controlling both interior and exterior lighting fixtures in a cost-effective manner.

B. Systems that do not provide both indoor and outdoor lighting control from a single control cabinet, shall not meet requirements.

C. Summary of required system features. System shall:
   • Be based on the international DALI standard, the ZigBee wireless mesh network standard, and the ubiquitous Ethernet communication standard.
   • All wireless components shall operate at the internationally-unlicensed 2.4GHz frequency. Wireless systems utilizing the 900 MHz frequency range are not acceptable.
   • Consist of one or more digital control cabinets that act as base stations for the DALI and wireless network
   • Provide a digital control cabinet to be mounted indoors with an Internet connection via a 10/100 Base-T Ethernet line that allows remote monitoring and control of the entire system without requiring a dedicated telephone line to the system.
   • Provide individually-addressable, bi-directional communication between each control device in the system. Controllers and ballasts shall respond appropriately to status queries.
   • Support grouping of ballasts into as many as 16 different groups per DALI bus.
   • Support up to 16 different preset scenes per DALI ballast.
   • Utilize industry-standard 256-bit AES encryption for Ethernet communication and 128-bit AES encryption for wireless communication
   • Come standard with PC-based control software allowing users to control and monitor the system at no additional cost. System operational history (energy used) shall be logged and be retrievable via software so performance can be measured.
   • Provide a robust scheduling system based on an astronomical time clock and/or photocell allowing individual fixture control
   • Come with a no-additional-cost 1-year support contract. Extended yearly support available at competitive rates

2.3 CONTROL BASE STATION

A. The system is controlled via a network of Digital Control Cabinets. The control cabinet(s) provides the base station for the wireless network as well a wired Ethernet connection for communication with any Internet-enabled device. Any number of Digital Control Cabinets may be added to the system as needed.

Each control cabinet shall be capable of providing four wired DALI busses as well as providing a wireless base station for the network.

2.4 MATERIALS
Electrical contractor shall provide and install a complete Digital System (Control Cabinets, Switches, Sensors and all ancillary devices) of the types and quantities shown on the drawings and specified herein to complete a comprehensive and fully functioning system to meet the design intent.

A. Digital Control Cabinet:

Base station for simultaneous wired and wireless digital communication between fixtures, devices, other system Digital Control Cabinets and the Internet

1. Hybrid system connectivity
   a. Multiple DALI networks can be linked together using wireless ZigBee or Ethernet communication
   b. Seamless communication between DALI networks
   c. Mesh networked wireless digital communications
   d. Allows integration of multiple control cabinets into one unified system
   e. Control cabinet can be used as an independent element or multiple control cabinets can be combined into a robust network with Ethernet or wireless connectivity between nodes.
   f. Supported external communication protocols including Internet standards such as XML, SOAP, http, plus RS-232 and others.

2. Wired communication
   a. Each control cabinet supports up to 4 DALI digital control busses, with up to 64 fixtures (50 fixtures recommended to allow for future expansion) on each bus.
   b. Up to 2 programmable-function dry-contact inputs per cabinet
   c. 128-bit hardware-assisted AES encryption for all wireless traffic
   d. Makes full use of a Local Area Network (LAN) connection to provide wired connectivity between control cabinets
   e. Autosensing 10/100 Base-T LAN and Internet connectivity directly into cabinet

3. Comprehensive web server interface for configuration of network parameters

Two externally-visible ports forwarded to each XRG-1000 Digital Control Cabinet are required for Internet-based system monitoring, control, data logging, and remote troubleshooting features. Local port 80 and local port 2727 must be made externally accessible for each Digital Control Cabinet in the system.

Software-based control is considered an optional system feature and will not function without providing Internet access (by others) and open ports as required.

4. Automatic network discovery of peer cabinets on LAN

5. Wireless communication
   a. IEEE 802.15.4-based standard
   b. Supports up to 250 wireless devices per wireless network. A virtually unlimited number of wireless networks can be combined into a unified system using Ethernet connections.
   c. Spread spectrum frequency agile wireless communication
   d. Secure bi-directional wireless mesh network
   e. Cellular-technology based communication systems are not acceptable.

6. Maintenance, monitoring, control, and remote access
   a. System shall not rely on the continuous use and proper operation of an on-site PC (personal computer) server, blade or rack-mounted server, or other “PC-like” solutions for basic system operation. All on-site lighting control hardware including the base station shall be built using rugged embedded computer equipment. If IT issues require it, a noncritical PC may be provided to facilitate cross-subnet Intranet communication.
b. Allows remote troubleshooting by authorized manufacturer personnel to review system operation and aid in commissioning activities

c. Real-Time System Status: True two-way communication between cabinet, ballasts and all devices allows current status of all components and knowledge of any device failures.

d. Generation of work-orders and/or emails to the same effect can be generated by the system as problems are detected.

7. Certifications
a. All control components meet or exceed Title 24 efficiency standards and are listed with the California Energy Commission, where appropriate

8. Construction:
a. Each lighting control panel shall be manufactured of continuously welded steel
   1) 16 GA for housing and covers
   2) 18 GA or thicker for all internal (non-structural) covers/elements.

b. Finish: Control Cabinets shall be primed and painted with a powder coat finish. Unpainted or galvanized enclosures are not acceptable.

c. Computer circuitry fully enclosed in tamper-resistant compartment with 16 GA steel cover

d. Power Supply: Listed Dual 120/277 VAC, 60Hz, 40VA MAX Class II transformer

e. Connections: All connections shall be made to clearly and permanently labeled termination points.

9. Computer Hardware: Digital circuit design will incorporate a motherboard capable of:
   a. Providing back-up storage of ballast and device settings for all elements supported by its control circuits
   b. Coordinating communication between all internal and external digital circuits comprising the complete system
   c. Incorporating removable circuit cards providing
      1) 1 to 4 digital communication busses, providing expansion as needed
      2) Wireless communication via 2.4GHz ZigBee protocol
      3) Additional slot for future expansion or technological improvements

B. Lighting Control Software:

Powerful post-installation data logging and system support:
1. Individual user control via simple-to-use Windows taskbar icon
2. Comprehensive system control and monitoring for building managers
3. Ability to change settings and light levels on the fly
4. Track ballast and lamp life down to the minute to take advantage of warranties
5. Track history of power usage with detail down to a single fixture
6. Integrated Demand Response over the internet
7. Flexibility to set schedules base on what a user wants
8. Create maintenance reports automatically and email someone daily/weekly/monthly…

Two externally-visible ports forwarded to each XRG-1000 Digital Control Cabinet are required for Internet-based system monitoring, control, data logging, and remote troubleshooting features. Local port 80 and local port 2727 must be made externally accessible for each Digital Control Cabinet in the system.

Software-based control is considered an optional system feature and will not function without providing Internet access (by others) and open ports as required.

Indoor only controls to be provided where applicable:
C. Occupancy sensor
   2. 450, 1000, and 2000 square foot coverage options, with 180˚ or 360˚ patterns
   3. Powered by direct connection to DALI bus
      a. No power pack required
   4. 4.5" Diameter, 1.5" high for ceiling mount sensors; standard decora-style form factor for wall sensors.
   5. Ceiling or wall mountable
   6. Supports sensitivity and time delay adjustment

D. Photo sensor
   1. Robust light level input options from 1FC to 10000 FC
   2. Direct connection to the DALI bus. No additional wiring required.
   3. Can control up to 64 fixtures per photocell
   4. Interchangeable lens covers to support any environmental conditions
   5. Low-profile design, approx. 1" diameter, 2" tall with lens

E. 5-button Wall switch
   1. The 5-button switch is made up of two primary parts:
      a. Cover plate and backbox containing the control circuitry
      b. Two wires for connection to a DALI bus
   2. Simple to label and relabel with protective plastic cover
   3. Screwless cover
   4. Designed for installation into a single-gang box
   5. Dimensions: 2.75" x 4.5" x .94" (69.8mm x 114.3mm x 23.9mm)
   6. Can call up to 16 different lighting scenes
   7. Button function can be locked-out based on time schedule

F. 5-button Wall switch with raise/lower paddle
   1. Fits conventional decorator switch openings
   2. Simple two-wire connection to a DALI loop.
   3. No extra wiring required
   4. Dimensions: 2.65" x 1.75" x 1.98" (67.1mm x 44.5 mm x 50.3mm) = L x W x D;
      a. Depth in wall = 1.65" (41.9mm)
   5. Designed for installation into a single-gang box with any Decora-style faceplate.
   6. Comes with dim up/dim down functionality and ability to call up to 16 scenes
   7. Elegant look and reliable operation for areas that demand fine-grained adjustment

G. Wireless controls
   1. All wireless controllers come standard with the following features:
      ▪ Communicates via a secure bidirectional wireless link to all other wireless devices at the site, allowing individual control of each fixture, providing seamless 24/7 access to the fixture with the reliability of a wired system
      ▪ 128-bit hardware-assisted AES encryption for all wireless traffic
      ▪ ZigBee IEEE 802.15.4-based open standard at 2.4 GHz
      ▪ Spread-spectrum frequency agile wireless communication for interference-free operation
      ▪ Supports up to 250 wireless devices per wireless network. A virtually unlimited number of wireless networks can be combined into a unified system using Ethernet connections.
System shall support an in-pole mounted wireless controller wherein the controller is completely hidden within the pole except for an externally-mounted antenna.

System shall support an in-fixture mounted wireless controller wherein the controller is completely hidden within the fixture except for an externally-mounted antenna.

For pole-mounted devices, a trouble-free mounting system designed to slide within standard 4” to 6” (inner diameter) poles is provided. The controller is housed within a damp-location rated extruded aluminum housing. Integral wires make system installation a snap.

Low profile antenna options mean the system is almost invisible to the naked eye. No externally-visible pole-mounted or fixture-mounted equipment is acceptable with the exception of antennas. Antenna length shall be limited to 3 inches or shorter.

All wireless controllers shall support up to two integral 0-10V control signal power supplies that do not require an additional or otherwise secondary dimming control module. Systems that require an “add-on” for 0-10V control are not acceptable.

Photocell control for a given area shall be achieved via a single remotely-mounted photocell that relays brightness information via Ethernet to a Digital Control Cabinet. Systems that require pole-mounted or fixture-mounted photocells are not acceptable.

All wireless control devices are able to measure the instantaneous current consumption of their loads.

Open-air wireless range with an optional high-power transmitter at each shall be up to one mile.

2. Available wireless control options include the following:
   - Wirelessly-controlled 0-10V with line voltage switching
     - Designed to be easily mounted in the pole of a parking lot light fixture, providing easy access to existing circuits for retrofit situations.
     - Able to line-voltage switch up to four circuits independent of one another from a single wireless controller, allowing precise control over each head of a multi-head pole
     - Provides up to two industry standard 0-10VDC outputs to dim any type of fluorescent, HID, LED, and HPS source accepting a 0-10V input. A flexible wiring scheme allows each of the two 0-10V outputs to control one or more fixtures as needed. Simple bi-level or continuous dimming is available from the same wireless device.
     - Provides robust, zero-crossover line voltage switching using all solid-state components for improved switching life. No bulky contactors with life-limited moving parts are used.
   - Wirelessly-controlled Standalone DALI power supply board
     - Provides power to a single DALI digital communications bus with a robust wireless communication front-end.
     - Allows the installation of a DALI control bus in remote locations where home-runs back to an Digital Control Cabinet would be impractical.
     - Supports a complete array of DALI functionality including up to 64 fixtures, 250mA of device load, and bidirectional communication with the larger lighting control network.

PART 3 - EXECUTION

3.1 WIRING INSTALLATION

A. Comply with NECA 1.

3.2 MANUFACTURER’S SERVICES
A. Installation Assistance: During the installation process, the manufacturer shall provide, at no cost, technical support via a toll-free telephone line to the installing contractor or Owner’s representative to answer questions and supply additional information when required.

B. System Start-Up: The system manufacturer shall provide a factory authorized field engineer to the project site after installation has been completed and prior to system energization for the purpose of testing and adjustment of the system. Factory field engineer shall test and verify all system functions and ensure proper operation of the system components in accordance with the specifications and on-site conditions. The installing contractor shall notify the system manufacturer in writing that the system is completely wired and ready to be energized and tested 2 weeks prior to scheduling a field engineer for start-up of the system. Should the field engineer arrive on the job site and find the installation incomplete, the installing contractor shall pay the cost of any future visits by the field engineer required to complete the system start-up.

C. On-Site Programming: During the start-up procedure, the factory field engineer shall provide programming assistance and guidance to the building operating personnel in order to program the systems for initial operation.

D. Instruction: During the start-up procedure, the factory field engineer shall provide training to the building operating personnel in the operation, programming and maintenance of the lighting control system.

3.3 SOFTWARE INSTALLATION

A. Install and program software with initial settings of adjustable values. Make backup copies of software and user-supplied values.

3.4 REMOTE ASSISTANCE

A. Remote Support: The system manufacturer shall provide remote programming assistance (via Internet Access provided by others) for changes to system settings or reconfiguration of spaces for a period of one year from date of substantial completion. This support is intended to assist the owner with minor changes to the facilities operation and does not cover a complete redesign or recommissioning of system operation and/or function.

Two externally-visible ports forwarded to each XRG-1000 Digital Control Cabinet are required for Internet-based system monitoring, control, data logging, and remote troubleshooting features. Local port 80 and local port 2727 must be made externally accessible for each Digital Control Cabinet in the system.

Software-based control is considered an optional system feature and will not function without providing Internet access (by others) and open ports as required.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:
   1. Exterior luminaires with LEDs and drivers.
   2. Luminaire-mounted photoelectric switches.

B. Related Sections include the following:
   1. Division 2 Light Poles and Standards.

1.2 SUBMITTALS

A. Product Data: For each luminaire, arranged in the order of lighting unit designation. Include data on features, accessories, finishes, and the following:
   1. Physical description of fixture, including dimensions and verification of indicated parameters.
   2. Luminaire dimensions, effective projected area, details of attaching luminaires, accessories, and installation and construction details.
   3. Luminaire materials.
   4. Lamps.
   5. Electrical and energy-efficiency data for drivers including maximum power in watts.

B. Shop Drawings: Anchor-bolt templates keyed to specific poles and certified by manufacturer.

C. Wiring Diagrams: Power, signal, and control wiring.

D. Coordination Drawings: Mounting and connection details, drawn to scale, for exterior luminaries.

E. Samples for Verification: For exterior luminaires designated for sample submission in the Exterior Luminaire Schedule.
   1. Lamps: Specified units installed.
   2. Driver: 120-V models of specified driver types.
   3. Finishes: For each finished metal used in support components.

F. Field quality-control test reports. Luminaire shall be tested per IESNA LM 79-08.

G. Operation and Maintenance Data: For luminaires to include in maintenance manuals.

H. Warranties: Special warranties specified in this Section.

I. L80 in hours, when extrapolated for the worse case operating temperature. TM21 report shall be submitted to demonstrate this.
1.3 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.


C. Comply with NFPA 70.


G. IESNA LM-80-08 IESNA - Approved Method for Measuring Lumen Maintenance of LED Light Sources.


I. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products.

J. OSHA 29CFR1910.7 - luminaires shall be listed by national recognized testing laboratory approved by United Stated Department of Labor, Occupational Safety and Health Administration (OSHA).

1.4 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace luminaires or components of luminaires and lamps that fail in materials or workmanship, corrode; or fade, stain, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.

1. Warranty Period for Luminaires (LEDs and driver): Five years.
   a. Warranty Period for Metal Corrosion: Five years.
   b. Warranty Period for Color Retention: Five years.

1.5 BIDDING PROCEDURE FOR SUBSTITUTIONS

Bidders' attention is called to the following procedure to be followed in submitting their bids for the Lighting section of the Electrical Work:

A. Bidders wishing to obtain approval on brands other than those specified by name and catalog number on the drawings, shall submit their requests with their proposal during the bidding process. Approval will be in the form of an addendum to the indicating that the additional brand or brands are approved as equal to those specified as far as the requirements of the project are concerned. If the bidders do not elect to obtain prior approval during the time so specified, the owner has no obligation to review or consider any such article after the contract award.
B. If the bidder wishes to substitute fixtures from alternate manufacturers, refer to 2.2, 2.3, and 2.4 of this section of the specifications. Note that the dimensions of visible parts of many fixtures, (for example, the aperture diameters of recessed fixtures) are binding to the bidder and cannot be changed without prior approval by the Engineer.

C. Request for approval shall be accompanied with the name and location of at least one completed project where each proposed substitute has been in operation for a period of at least six (6) months, as well as the names and addresses of the Owner, the Architect and the Engineer of record.

D. Photometric Data: Submit photometric data for all substitute luminaries, including optical performance, rendered by NVLAP approved laboratory developed according to the methods of the Illuminating Engineering Society of North America. Submit electronically, in IESNA LM-63 standard format.

E. Substitutions shall include complete photometric data as outlined in paragraph D above, and point by point calculations for the specific conditions on the project.

F. Working samples of all substitutions: Samples shall be 120 volt with cord and plug attached, and shall include specified LEDs and all modifications necessary to meet the requirements specified in the Contract Documents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 LUMINAIRES, GENERAL

A. Complying with UL 1572, 1598 and listed for installation in wet locations.

B. Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.

C. Metal Parts: Free of burrs and sharp corners and edges.

D. Sheet Metal Components: Corrosion-resistant aluminum, unless otherwise indicated. Form and support to prevent warping and sagging.

E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.

F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.

G. Exposed Hardware Material: Stainless steel.
H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

I. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.

J. LED Sources
1. LEDs shall be manufactured by, Nichia, Samsung, LG, Osram, Phillips or Cree.
2. Lumen output shall not decrease by more than 20% over the minimum operational life of 50,000 hours.
3. Individual LEDs shall be connected such that a catastrophic loss or the failure of one LED will not result in the loss of the entire luminaire.
4. LED boards shall be upgradeable and replaceable.
5. Color shift over 6,000 hours shall be <0.007 change in u’ v’ as demonstrated in IES LM80 report.
6. Lumen output – minimum initial lumen output of the luminaire shall be as follows for the lumens exiting the luminaire in the 0-90 degree zone - as measured by IESNA Standard LM-79-08 in an accredited lab. Exact tested lumen output shall be clearly noted on the shop drawings.

K. Power Supply and Driver
1. Driver shall be suitable for full-range dimming. The luminaire shall be capable of continuous dimming without perceivable flicker over a range of 100% to 5% of rated lumen output with a smooth shut off function. Dimming shall be controlled by a 0-10V signal.
2. Driver disconnect shall be provided where required to comply with codes.
3. The electronics/power supply enclosure shall be internal to the SSL luminaire and be accessible per UL requirements.
4. The surge protection which resides within the driver shall protect the luminaire from damage and failure for transient voltages and currents as defined in ANSI/IEEE C64.41 2002 for Location Category A, where failure does not mean a momentary loss of light during the transient event.
5. Surge Suppression: The luminaire shall include surge protection to withstand high repetition noise and other interference.

L. Thermal Management
1. The thermal management (of the heat generated by the LEDs) shall be of sufficient capacity to assure proper operation of the luminaire over the expected useful life.
2. The LED manufacturer’s maximum junction temperature for the expected life shall not be exceeded at the average operating ambient.
3. The LED manufacturer’s maximum junction temperature for the catastrophic failure shall not be exceeded at the maximum operating ambient.
4. The driver manufacturer’s maximum case temperature shall not be exceeded at the maximum operating ambient. Thermal management shall be passive by design. The use of fans or other mechanical devices shall not be allowed.

M. Luminaire
1. Products:
   a. Provide fixture as shown on fixture schedule on Sheet E002.
2. Nominal Luminaire Dimensions: As shown on plans.
3. Lamps: As shown on plans.
4. Driver Types and Features: As indicated on fixture schedule.
5. Lens: As shown on plans.
6. Reflector: As indicated on fixture schedule.
8. IESNA Lateral Distribution Class: III.
9. IESNA Cutoff Category: Cutoff.
10. Luminaire shall be DLC Certified (Design Lights Consortium).

2.3 FACTORY FINISHES

A. Field Painting Finish: Manufacturer's standard prime-coat finish ready for field painting.
B. Finish: Coordinate finish with fixture schedule show on sheet E002.
C. Factory-Painted Finish for Steel Luminaires: Comply with NAAMM's "Metal Finishes Manual for Campus's Representativeural and Metal Products" for recommendations for applying and designating finishes.

1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or SSPC-SP 8, "Pickling."
2. Interior Surfaces: Apply one coat of bituminous paint on interior of pole, or otherwise treat to prevent corrosion.
3. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.
D. Factory-Applied Finish for Aluminum Luminaires: Comply with NAAMM's "Metal Finishes Manual for Campus's Representativeural and Metal Products" for recommendations for applying and designating finishes.

1. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
2. Natural Satin Finish: Provide fine, directional, medium satin polish (AA-M32); buff complying with AA-M20; and seal aluminum surfaces with clear, hard-coat wax.
3. Class I, Clear Anodic Finish: AA-M32C22A41 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Campus's Representativeural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.
4. Class I, Color Anodic Finish: AA-M32C22A42/A44 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Campus's Representativeural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 611.
   a. Color: as specified on fixture schedule on sheet E1.0.
5. Gold Anodic Finish: AA-M32C22A43 (Mechanical Finish: medium satin; Chemical Finish: etched, medium matte; Anodic Coating: Campus's Representativeural Class I, impregnated color coating 0.018 mm or thicker) complying with AAMA 611.

2.4 SOURCE QUALITY CONTROL

A. Provide services of a qualified, independent testing and inspecting agency to factory test luminaires with drivers and LEDs; certify results for isofootcandle curves, zonal lumen, average and minimum ratios, and electrical and energy-efficiency data for drivers.
B. Factory test fixtures with drivers and LEDs; certify results for isofootcandle curves, zonal lumen, average and minimum ratios, and electrical and energy-efficiency data for ballasts.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install lamps in each fixture.

B. Luminaire Attachment: Fasten to indicated structural supports.

C. Adjust luminaires that require field adjustment or aiming.

3.2 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.3 FIELD QUALITY CONTROL

A. Inspect each installed fixture for damage. Replace damaged fixtures and components.

B. Tests and Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source. Measure light intensities at night. Use photometers with calibration referenced to NIST standards. Comply with the following IESNA testing guide(s):

1. IESNA LM-5.
2. IESNA LM-50.
3. IESNA LM-52.
4. IESNA LM-64.
5. IESNA LM-72.

C. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

END OF SECTION