



Building 600 Renovation

Bid No. B13-05

Bid Due Date: Wednesday, April 24, 2013 2:00PM

**Cabrillo Community College District
District Purchasing, Contracts &
Risk Management Office
6500 Soquel Dr. Bldg 2030
Aptos, CA 95003**

**Mandatory Job-walk:
Thursday, March 28, 2013 10:00AM
@ Facilities, Planning & Plant Operations, Bldg 2000**

**Bid RFI Questions Due:
Wednesday, April 3, 2013 4:00PM**

**Bid Documents: Gale Stevens, Buyer 831-477-5613
Cabrillo College: Joe Nugent, Director Facilities Planning & Plant Operations
Project Manager: Craig Bagley
Architect: STV vbn Architects**

TABLE OF CONTENTS

Section Number	Description
00030	Notice To Contractors Calling for Bids
00100	Instruction For Bidders
00200	Pre-Bid Request for Information
00310	Bid Proposal
00310-A	Bid Bond
00310-B	Subcontractors List
00310-C	Non-Collusion Affidavit
00310-D	Statement of Bidder's Qualifications
00510	Agreement
00610	Labor & Materials Payment Bond
00620	Performance Bond
00650	Certificate of Workers Compensation Insurance
00680	Drug-Free Workplace Certification
00690	Roof Project Financial Disclosure Certificate
00700	General Conditions
00800	Special Conditions
00800-A	Guarantee Form

[THIS PAGE INTENTIONALLY LEFT BLANK]

NOTICE TO CONTRACTORS CALLING FOR BIDS

DISTRICT	CABRILLO COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	B13-05 BUILDING 600 RENOVATION
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	WEDNESDAY, APRIL 24, 2013, 2:00PM
LOCATION FOR SUBMISSION OF BID PROPOSALS	CABRILLO COMMUNITY COLLEGE DISTRICT PURCHASING DEPARTMENT BUILDING 2030 6500 SOQUEL DRIVE BUILDING 2030 APTOS, CA 95003 (831) 479-5078

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter "the District" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work of the Project generally described as: **B13-05 BLDG 600 RENOVATION**.

1. **Submittal of Bid Proposals.** All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.
2. **Bid and Contract Documents.** The Bid and Contract Documents are available on the Internet at the District's website, <http://www.cabrillo.edu/internal/purchasing/>. Bid and Contract Documents are available at no charge. If Bidders would like to have printed copies, Bidders may purchase the Project Contract Documents, including Drawings, Specifications and/or other Project requirements from ARC – Santa Cruz by contacting Armando Escobar, 21511 East Cliff Drive, Santa Cruz, California 95062, telephone: (831) 476-3700, facsimile: (831) 476-3557, e-mail: santacruz@e-arc.com. The District will not pay for printed copies, that is the responsibility of the Bidder.
3. **Project Planholder List.** The District's Project Planholder List will be compiled exclusively from the sign-in sheet at the Mandatory Job Walk. Any Bidder failing to sign-in at the Mandatory Job Walk will be excluded from Project Planholder List and their Bid Proposal will be rejected by the District as being non-responsive. All Project Planholders will receive e-mails from the District advising of any and all Project Addenda issued by the District. Bidders bear sole responsibility for downloading the Project Addenda from the District Website, <http://www.cabrillo.edu/internal/facilities>, or alternatively, purchasing the Project Addenda from ARC. The District will not fax Project Addenda to Planholders.
4. **Documents Accompanying Bid Proposal.** Each Bid Proposal shall be accompanied by: (i) the required Bid Security; (ii) Subcontractors List; (iii) Non-Collusion Affidavit; and (iv) Statement of Bidder's Qualifications. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

5. **Prevailing Wage Rates.** Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are available for review on the internet at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work.
6. **Contractors' License Classification.** In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California Contractors License at the time that the Contract for the Work is awarded: _____. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.
7. **Contract Time.** Substantial Completion of the Work shall be achieved as set forth in the Special Conditions. Failure to achieve Substantial Completion of the Work within the Contract Time shall subject the Contractor to assessment of Liquidated Damages for delayed Substantial Completion of the Work, as set forth in the Contract Documents.
8. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in an amount not less than Ten percent (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.
9. **Compliance Monitoring Unit (AB 436 amended SBX2-9).** Compliance monitoring and enforcement responsibilities prescribed by Labor Code Section 1771.55 and all applicable regulations shall be performed by the Department of Industrial Relations ("DIR") Compliance Monitoring Unit ("CMU") within the Division of Labor Standards Enforcement (DLSE) in the pursuant to Labor Code § 1771.75 and in accordance with 8 Cal. Code Reg. 16640, *et seq.* The functions carried out by the Compliance Monitoring Unit shall be in addition to and shall not limit or supplant the other public works investigation and enforcement responsibilities and authority of the Labor Commissioner and the Division of Labor Standards Enforcement under any other statute or regulation.
10. **No Withdrawal of Bid Proposals.** Bid Proposals shall not be withdrawn by any Bidder for a period of Sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
11. **Job-Walk.** The District will conduct a **Mandatory Job Walk on Thursday, March 28 2013, beginning 10:00a.m.** Bidders are to meet at the Cabrillo College Facilities, Planning & Plant Operations (Bldg. 2000) for the Job Walk. A Bid Proposal submitted by any Bidder whose representative(s) did not attend the Mandatory Job Walk, in its entirety, will be rejected by the District as being non-responsive.
12. **Waiver of Irregularities.** The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

- 13. Award of Contract.** The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If Alternate Bid Items are included in the bidding, the lowest priced Bid Proposal will be determined on the basis of the Base Bid Proposal or on the Base Bid Proposal and the combination of Alternate Bid Items selected in accordance with the applicable provisions of the Instructions for Bidders.

[END OF SECTION]

[THIS PAGE INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR BIDDERS

1. Preparation and Submittal of Bid Proposal.

1.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids ("Call for Bids") may be deemed non-responsive and rejected.

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

1.3. Date and Time of Bid Proposal Submittal. The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp machine; Bid Proposals not so stamped as timely submitted will be rejected and returned to the Bidder unopened. The date/time stamp is controlling and determinative as to the date and time of the Bidder's submittal of its Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

2. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) cash, (ii) a certified or cashier's check made payable to the District or (iii) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a Surety as surety (the "Bid Security") in an amount not less than the percentage of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if: (i) the Bid Bond is in the form and content included herein; and (ii) the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120; (iii) the Bidder and Surety's authorized employees or representations have executed the Bid Bond and their signature are duly notarized; (iv) the Surety's representative's authority to bind the Surety is attached to the Bid Bond and duly attested to by the Surety; and (v) all other information required by the form of the Bid Bond is completely accurately provided.

3. **Documents Accompanying Bid Proposal; Signatures.** The Bid Proposal must be submitted with: Bid Security, Subcontractors List, Statement of Qualifications and the Non-Collusion Affidavit. The Bid Proposal, Statement of Qualifications and the Non-Collusion Affidavit shall be executed by an individual duly authorized to execute the same on behalf of the Bidder. Bidders who are required, by the DVBE Program Policy, to submit DVBE Worksheets after the opening of Bid Proposals shall do so within the time established in the DVBE Program Policy.

4. **Modifications.** Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District prior to the scheduled closing time for receipt of Bid

Proposals and the public opening thereof.

5. Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.

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

7. Withdrawal of Bid Proposal. Any Bidder may withdraw its Bid Proposal by of written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District's public opening and reading of Bid Proposals. A written notice of withdrawal of a submitted Bid Proposal received after the scheduled closing time for receipt of Bid Proposals or the District's public opening and reading of Bid Proposals shall not be considered by the District, nor effective to withdraw such Bid Proposal.

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

9. Interpretation of Drawings, Specifications or Contract Documents. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing date for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District or the Architect. A copy of any such addendum will be mailed or delivered to each Bidder receiving a set of the Contract Documents. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

10. District's Right to Modify Contract Documents. Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by

the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

11. Bidder's Assumptions. Neither the District nor its employees or representatives shall be responsible for any assumptions used by the Bidder in calculating its Bid Proposal Amount including, without limitation, assumptions regarding costs of labor, materials, equipment and proposed but unapproved substitutions or alternatives. The successful Bidder, upon award of the Contract by the District, if any, will be required to complete the work for the amount bid in the Bid Proposal within the Contract Time and in accordance with the Contract Documents.

12. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.

13. Award of Contract.

13.1. Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

13.2. Award to Lowest Responsive Responsible Bidder. The award of the Contract, if made by the District through action of its Board of Trustees, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.

13.3. Selection of Alternate Bid Items. The selection of Alternate Bid Items for inclusion in the scope of the Work of the Contract to be awarded and for determination of the lowest Bid Proposal based upon the Base Bid Proposal and the combination of Alternate Bid Items selected for inclusion in the Contract to be awarded will be by a blind-bidder process. After opening timely submitted Bid Proposals and before the public reading of Bid Proposals, District clerical staff ("Clerical Staff") who will not be engaged in the selection of Alternate Bid Items for inclusion in the Contract to be awarded will assign each Bidder an alphabetical letter for identification purposes. The Clerical Staff will mask all portions of the Bid Proposal and other documents submitted with Bid Proposals so that the identity of each Bidder is not revealed. The Clerical Staff will maintain a list ("the Bidders List") which identifies by name and the alphabetical letter assigned by the Clerical Staff to each Bidder. After completing the Bidders List, the Clerical Staff will publicly read the Bid Proposals amounts of each Bidder for the Base Bid as well as each Alternate Bid Item. In this public reading of Bid Proposals, Bidders will not be identified by name; Bidders will be identified only by alphabetical letter assigned to each Bidder by the Clerical Staff. After the public reading of Bid Proposals, the Clerical Staff will provide the District's staff responsible for selection of Alternate Bid Items for inclusion in the Contract to be awarded ("District Project Staff") copies of Bid Proposals with the identities of Bidders masked; Bid Proposals reviewed by the District Project Staff will identify Bidders only by alphabetical letters. At such time as District Project Staff have completed review of Bid Proposals and made a determination of which Bidder (by the alphabetical letter assigned by Clerical Staff) has submitted the lowest priced Bid Proposal on the basis of the Base Bid Proposal and any combination of Alternate Bid Items as determined by the Architect and the District Project Staff, the Clerical Staff will make available to the Project Staff the Bidders List so that the identity of the Bidder to be awarded the Contract can be identified. Until such

time as the District Project Staff have completed review of Bid Proposals and determination of which Bidder has submitted the lowest Bid Proposal, there will be no communication between the Clerical Staff and the Architect or the District Project Staff regarding the identities of Bidders or disclosure of any portion of the Bidders List.

13.4. Alternate Bid Items Not Included in Award of Contract. Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the Work, add or delete from the scope of the Work any or all of the Alternate Bid Items with the cost or credit of the same being the amount(s) set forth by in the Alternate Bid Items Proposal.

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

13.6. Responsible Bidder. A responsible Bidder means a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.

13.7. **Hearing re Rejected Bid**. If a bidder's bid is rejected by the District, that bidder may request a hearing on that rejection: (i) if the District issues a notice of intent to award a contract to a bidder whose bid is higher than the bid that was rejected; (ii) the Bidder believes that the District's rejection of Bidder's bid is premised on criteria for determining Bidder's responsibility and not based on the responsiveness of the bid; and (iii) the bidder strictly complies with the following provisions relating to time limitations for requesting a hearing. To be considered by the District, such a request for a hearing must be in writing to the District's Purchasing Office and must be actually received by the District's Purchasing Office by the earlier of: (i) 5:00 PM one (1) business day after the District's notice to the bidder of the District's rejection of the bidder's Bid Proposal; or (ii) 5:00 PM one (1) business day after the date of the District's notice of intent to award a contract. If a bidder does not request a hearing in strict conformity with the foregoing, such bidder shall be deemed to have knowingly and voluntarily waive rights to a hearing. The District will grant or deny such request for a hearing based on the holding of the California Court of Appeal in *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal. App. 4th 1425. If a bidder timely requests a hearing pursuant to the foregoing,

the District will notify such bidder in writing by 5:00 PM two (2) business days after the date of the bidder's request for hearing is submitted of the District grant or denial of such a hearing. If the District grants a hearing, the District will schedule the hearing for a date not less than three (3) business days after the date of such notice to the bidder requesting a hearing. If the District holds such a hearing, any bidder may at its own expense: i) be represented at the hearing by legal counsel; ii) record the proceedings by court reporter; iii) present oral and/or written statements and/or other documents.

14. Subcontractors.

14.1. Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.

14.2. Work of Subcontractors. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inerrable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

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

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

"I am aware of the provisions California Labor Code §3700 which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the Work of the Contract."

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

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

17. Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as

damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest priced Bid Proposal or may call for new bids, in its sole and exclusive discretion.

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

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

20. Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder's Qualifications, which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If the District determines that any information provided by a Bidder in the Statement of Bidder's Qualifications is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as being non-responsive.

21. Job-Walk.

21.1. Mandatory and Non-Mandatory Job Walk. The District will conduct a Job-Walk at the time(s) and place(s) designated in the Call for Bids. If attendance at the Job Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. The attendance by representatives of the Bidder's Subcontractors at a Mandatory Job Walk without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. If a Job Walk is indicated in the Call for Bids as being Non-Mandatory, the Bid Proposal of a Bidder who does not the Non-Mandatory Job Walk will not be rejected for non-responsiveness. Notwithstanding the non-compulsory attendance of Bidders at a Non-Mandatory Job Walk, all Bidders are encouraged to attend Non-Mandatory Job Walks.

21.2. District Additional Job Walk. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory.

21.3. Bidder Requested Additional Job Walk. Any Bidder who has obtained the Bid Documents pursuant to the Call for Bids may, by written request to the District, request an additional Job Walk if the District has designated a Job Walk in the Call for Bids or a Job Walk if the District has not

designated a Job Walk in the Call for Bids. The District may, in its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Job Walk will be conducted only upon the requesting Bidder's agreement to reimburse the District for the actual and/or reasonable costs for the District's staff and its agents and representatives in arranging for and conducting such additional Job-Walk.

22. Substitution of Specified Items. Pursuant to Public Contract Code §3400(a), any Bidder who has timely submitted a Bid Proposal may submit data to the District to substantiate a request to substitute an "or equal" item for any item specified in the Contract Documents ("Substitution Substantiation Data"). Substitution Substantiation Data may be submitted to the District at any time twenty-four (24) hours after the public opening and reading of Bid Proposals and 5:00 p.m. of the day immediately preceding the date of the District's Board of Trustees meeting for consideration of the award of the Contract as noted in the Notice of Intent to Award Contract issued by the District pursuant to these Instructions for Bidders. Substitution Substantiation Data submitted by any Bidder with its Bid Proposal will not be considered by the District nor be deemed a submission of Substitution Substantiation Data. Notwithstanding the submission of any Substitution Substantiation Data by any Bidder pursuant to the foregoing, no action will be taken in connection with any Substitution Substantiation Data or request of any Bidder to substitute an "or equal" item for an item specified in the Contract Documents until after the District's Board of Trustees has taken action to award the Contract without any conditions or reservations. In addition to the rights conferred hereunder to submit Substitution Substantiation Data after the opening of Bid Proposals and prior to award of the Contract, the Bidder awarded the Contract may request the substitution of "or equal" items for items specified in the Contract Documents upon strict compliance with the applicable terms of the Contract Documents.

23. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may result render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

24. Drug Free Workplace Certificate. In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug

Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

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

26. Roof Projects Certification Re Financial Relationships Disclosure. In accordance with Public Contract Code § 3006, upon award of contract, Contractor and/or any of its Subcontractors and Materialmen involved in bid or proposal for a roof project shall disclose and financial relationships by completing and signing the District the Certification Re Financial Relationships Disclosure. Any person who knowingly provides false information or fails to disclose a financial relationship shall be subject to civil liability and penalties as set forth in Public Contract Code 3006.

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

28. Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Vice President for Business Services, not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice President for Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the Vice President for Business Services, or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The rendition of a written statement by the District's Vice President for Business Services (or his/her designee) is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest, or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

(FOR PRE-BID USE ONLY)
PRE-BID REQUEST FOR INFORMATION
CABRILLO COMMUNITY COLLEGE DISTRICT
B13-05 BLDG 600 RENOVATION

TO: Cabrillo College, Attn: Gale Stevens Email: gasteven@cabrillo.edu	PHONE: 831-477-5613 FAX: 831-477-5640
DEADLINE: Wednesday, April 3, 2013 4:00pm	RECEIVED: _____ (Cabrillo CCD Use Only)
Date of Pre-Bid RFI: _____ Project: _____ _____ Trade Description: _____ _____ Bidder Name: _____ _____	Bidder's Contact: _____ Bidder's Contact Phone and Fax Numbers; Email Address: _____ _____ _____

Bidder's Pre-Bid Request for Information

Additional pages attached by Bidder: ___ Yes ___ No
Number of additional pages attached by Bidder: _____

Response to Bidder's Pre-Bid Request for Information

Date: _____

Additional pages of RFI Response attached: ___ Yes ___ No
Number of additional RFI Response pages attached: _____

Response By (Firm Name): _____

Signed: _____

[THIS PAGE INTENTIONALLY LEFT BLANK]

BID PROPOSAL

TO: CABRILLO COMMUNITY COLLEGE DISTRICT, a California Community College District, acting by and through its Board of Trustees ("the District"), 6500 Soquel Drive, Aptos, California 95003.

FROM:

(Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone/Fax Numbers)

(E-Mail Address(es) of Bidder's Representative(s))

(Name(s) of Bidder's Authorized Representative(s))

1. Bid Proposal.

1.1. Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **B13-05 BLDG 600 RENOVATION**, for the sum of:

\$, , .

Dollars

(in words; printed or typed)

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2. Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

Received, acknowledged and incorporated into this Bid Proposal the following Addenda Nos.:

(List Addenda Number) _____
(Bidder's Initials)

1.3. Alternate Bid Items. The Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District's award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2. **Documents Accompanying Bid Proposal.** The Bidder has submitted with this Bid Proposal the following: (i) Bid Security; (ii) Subcontractors List; (iii) Statement of Qualifications and (iv) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for

Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected for non-responsiveness. In addition, if the Bidder is required by the District's DVBE Program Policy to submit DVBE Worksheets, the undersigned Bidder shall do so within the time permitted under the DVBE Program Policy.

3. **Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within five (5) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) the Performance Bond, if required; (iii) the Labor and Material Payment Bond; (iv) the Certificate of Workers' Compensation Insurance; (v) the Drug-Free Workplace Certificate; and (vi) Roof Project Financial Disclosure Certificates, if required.. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's recession of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal, or to reject all Bid Proposals.

4. **Contractors' License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s): _____ bearing License Number(s) _____, with expiration date(s) of _____. The Bidder certifies that: (i) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents, as designated by the District; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (iii) that all Subcontractors providing or performing any portion of the Work are and shall remain properly licensed to perform or provide such portion of the Work.

5. **Acknowledgement of Contractor Qualifications.** The Bidder confirms that at the time of this bid, Bidder has met or exceeded the minimum Bidder Experience Qualifications set forth in the Notice to Contractors Calling for Bids, and Bidder has completed within the last five (5) years one (1) or more Division of State Architects (DSA) approved K-12 Modernization Projects with a combined total at least fifteen (15) modernized individual Classrooms and eight (8) modernized intermediate school and/or high school level science classrooms, and Bidder has identified the qualifying projects in the attached Statement of Qualifications. The Bidder acknowledges that failure to identify Bidder's qualifying projects in the attached Statement of Qualifications shall result in the Bidder's Bid Proposal being deemed non-responsive. The Bidder further confirms that it has carefully reviewed the Specifications to determine all required Contractor/ Subcontractor Qualifications and further acknowledges that upon award of the contract, the Contractor shall be obligated to comply with the requirements of the Specifications, including, without limitation, Contractor Qualifications. Within ten (10) calendar days of Contractor's execution of the Contract, Contractor shall submit to the District written confirmation that Contractor and/or its Subcontractors have the requisite training, certification and experience to perform the scope of Work in accordance with the Specifications, including copies of the requisite certifications, authorizations or similar written evidence of the subcontractor's training, certification or experience issued by product manufacturers or fabricators. Contractor's failure to submit said written confirmation to the District within ten (10) calendar days shall be deemed a material breach of the Agreement. .

_____ Acknowledged by Bidder.
(Initial)

6. **Agreement to Bidding Requirements and Attorneys Fees.** The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements

set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the District. This attorney fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.

_____ Acknowledged and Agreed by Bidder.
(Full Signature)

7. **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. By submitting this Bid Proposal, the undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible, accurate and complete for the Bidder to complete the Work in a workmanlike manner within the Contract Time and for the price proposed herein. The undersigned Bidder warrants and represents to the District that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein, within the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

[THIS PAGE INTENTIONALLY LEFT BLANK]

ALTERNATE BID ITEMS PROPOSAL

Bidder Name: _____

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

1. Alternate Bid Item No.1.

- A. Add painted furring wall at North exterior walls of rooms 610 and 611 and South wall of room 610 as indicated on the drawings. Furring wall consists of 2 ½” metal framing batt insulation and one side of 5/8” gypsum board sheathing painted as specified in Section 09 21 16- Gypsum Board Assemblies.
- B If the alternate is not taken, the Base Bid shall include protection of existing walls to remain and paint finish.

- Add to Base Bid Proposal Amount
- Deduct From Base Bid Proposal Amount

(Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)

\$, , .

_____ Dollars

(in words; printed or typed)

2. Alternate Bid Item No.2.

- A. Add acoustic wall panels at North, South, and East walls of room 610 as indicated on the drawings. Acoustic panels consists of stretched fabric in perimeter clip rails over sound absorbing panels as specified in Section 09 77 13- Stretched Fabric Wall System.
- B. If the alternate is not taken, the Base Bid shall include painting of wall finish to remain.

- Add to Base Bid Proposal Amount
- Deduct From Base Bid Proposal Amount

(Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)

\$, , .

_____ Dollars

(in words; printed or typed)

3. Alternate Bid Item No.3.

- A. Add eye wash/shower station and fume hood and base cabinet below it with surrounding wall in room 610 as specified in Section 11 53 13- Laboratory Fume Hoods. Alternate scope includes wall framing, blocking and utilities connections.

B. If the alternate is not taken, the Base Bid shall include continuation of new furred wall with paint finish on West wall of room 610.

Add to Base Bid Proposal Amount

Deduct From Base Bid Proposal Amount

(Check appropriate box indicating additive or deductive cost; failure to do so will result in rejection of Bid Proposal for non-responsiveness)

\$, , .

_____ Dollars
(in words; printed or typed)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto CABRILLO COMMUNITY COLLEGE DISTRICT (“the Obligee”) for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **B13-05 Building 600 Renovation**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for Alternate Bid Items, if any.

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

(Principal Name)

By: _____

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

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

(Typed or Printed Name of Surety's Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

SUBCONTRACTORS LIST

Project: B13-05 Building 600 Renovation

Name of Bidder: _____

Authorized Signature: _____

Licensed Name of Subcontractor	Address of Office, Mill or Shop	Trade or Portion of Work

[Duplicate and attached additional page(s) as required.]

[THIS PAGE INTENTIONALLY LEFT BLANK]

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT: B13-05 Building 600 Renovation

I, _____, being first duly sworn, deposes and says that I am the
(Typed or Printed Name)
_____ of _____, the party submitting
(Title) (Bidder Name)
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned
declares, states and certifies that:

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

The Bid Proposal 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,
and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone
else to put in sham bid, or to refrain from bidding.

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

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

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

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

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

Signature

Name Printed or Type

Address

City, State, Zip Code

[THIS PAGE INTENTIONALLY LEFT BLANK]

STATEMENT OF QUALIFICATIONS

1. Bidder Information.

1.1. Contact Information

Mailing Address	_____
	Street Address

	City, State, Zip Code
Physical Location Address (if different from mailing address)	_____
	Street Address

	City, State, Zip Code
Telephone	(_____) _____
Fax	(_____) _____

1.2. Bidder Contacts

Name	_____

Contact Information	Telephone: (_____) _____
	Fax (_____) _____
	Email _____

Name	_____

Contact Information	Telephone: (_____) _____
	Fax (_____) _____
	Email _____

1.3. California Contractors License.

License Number	_____
License Classification(s)	_____
Responsible Managing Employee; Responsible Managing Officer	_____
Expiration Date	_____

1.4. Bidder Form of Entity (check appropriate box).

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Limited Liability Company | |

1.5. Revenue. Complete the following for the Applicant's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Applicant must identify the portion of revenue attributed to construction operations and generally describe business activities of the Applicant that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
2010 (FY 2009/2010)			
2011 (FY 2010/2011)			
2012 (FY 2011/2012)			

1.6. References.

Material Suppliers			
Supplier Name	Address	Telephone No.	Contact Name
Owners (K-12 school districts or community colleges preferred)			
Owner Name	Address	Telephone No.	Contact Name

Architects			
Supplier Name	Address	Telephone No.	Contact Name
Inspectors of Records/Project Inspectors (K-12 school districts or community colleges preferred)			
Owner Name	Address	Telephone No.	Contact Name

1.7. Insurance.

1.7.1. Commercial General Liability Insurance.

Insurer: _____

Current Policy No.: _____

1.7.2. Commercial General Liability Insurance Broker:

Broker: _____

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

1.7.3. Workers' Compensation Insurance.

Insurer: _____

Current Policy No.: _____

1.7.4. Workers' Compensation Insurance Broker:

Broker: _____

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Contact Name: _____

2. **Financial Status.** Each Applicant must complete the following Statement of Contractor's Financial Position. In lieu of completing the attached, an Applicant may submit a California CPA prepared Financial Statement (whether audited, reviewed or compiled) for the 2012 calendar year or the 2011/2012 fiscal year.

ASSETS	
Current Assets	
1. Cash and cash equivalents	\$
2. Notes receivable	\$
3. Accounts receivable – completed contracts	\$
4. Accounts receivable – incomplete contracts	\$
5. Other accounts receivable	\$
6. Materials inventory not included in line 4 above	\$
7. Negotiable securities	\$
8. Other current assets (list below and include supplemental pages as necessary) _____ _____ _____	\$
Subtotal Current Assets	\$
Fixed and Other Assets	
9. Real estate	\$
10. Construction plant and equipment	\$
11. Furniture, Furnishings, Fixtures	\$
12. Investments of a non-current nature	\$
13. Other non-current assets (list below and include supplemental pages as necessary.) _____ _____ _____	\$
Subtotal Fixed and Other Assets	\$
TOTAL ASSETS	\$

LIABILITIES	
Current Liabilities	
14. Notes payable (excluding notes payable for equipment and real estate.)	\$
15. Accounts payable	\$
16. Other current liabilities list below and include supplemental pages as necessary) _____ _____ _____	\$
17. Accrued Expenses	\$
18. Billings in excess of costs and estimated earnings on incomplete contracts	\$
Subtotal Current Liabilities	\$
Other Liabilities	
19. Real estate encumbrances	\$
20. Equipment obligations secured by equipment	\$
21. Other non-current liabilities	\$
Subtotal Current Liabilities	\$
Capital and Surplus	
22. Owners' equity	\$
23. Retained earnings	\$
Subtotal Equity and Retained Earnings	\$
TOTAL LIABILITIES	\$

- 3. Essential Requirements.** A Bidder will not be deemed qualified if the answer to any of the following questions results in a “not qualified.”
- 3.1. Bidder possesses a valid and currently in good standing California Contractors’ license for the Contractors’ License by the Call for Bids.
 Yes No (Not Qualified)
- 3.2. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
 Yes No (Not Qualified)
- 3.3. Bidder has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.
 Yes No (Not Qualified)
 Bidder is exempt from this requirement, because it has no employees
- 3.4. Certificates of Insurance evidencing the Bidder’s current commercial general liability insurance policy and workers compensation insurance are attached to the response to this Qualifications Statement.
Commercial General Liability Certificate of Insurance
 Yes No (Not Qualified)

Workers Compensation Certificate of Insurance
 Yes No (Not Qualified)
 No, Applicant is exempt from this requirement, because it has no employees
- 3.5. Is the Bidder ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7?
 Yes (Not Qualified) No
- 3.6. Has any public agency, within the past five (5) years conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a “responsible” bidder for a public works project or a public works contract?
 Yes (Not Qualified) No
- 3.7. At any time during the last five (5) years, has the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?
 Yes (Not Qualified) No

4. Performance/Experience. A Bidder must receive a minimum of **59** points out of a possible **85** points in this section to be deemed pre-qualified.

4.1. Within the past two (2) years has your organization performed work on public works projects where the value of your work was at least \$1,000,000?

Yes No
If yes, number of such projects:

If yes, was your organization the general contractor or a subcontractor?

General Contractor
 Subcontractor
Yes 1-5 Projects: 3 points
Yes 6-10 Projects: 5 points
Yes 10 or more Projects 10 points
No 0 points

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

Yes No

Yes: 0 points
No: 10 points

4.3. Has your organization ever asked to be relieved of or refused to sign a contract for construction services awarded to it?

Yes No

Yes: 0 points
No: 5 points

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

Yes No

Yes: 0 points
No: 5 points

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

Yes No

Yes: 0 points
No: 10 points

4.6. Has your organization ever failed to complete a public works construction contract within the authorized time?

Yes No

Yes: 0 points
No: 10 points

4.7. Has your organization ever been assessed and paid liquidated damages under a construction contract with either a public or private owner?

Yes No

Yes: 0 points
No: 10 points

4.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?

Yes No

Yes: 0 points
No: 10 points

4.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

Yes No

Yes: 0 points
No: 5 points

4.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?

Yes No
If yes, on how many occasions? _____

No occasions - 10 points
1 occasion - 3 points
More than 1 occasion - 0 points

5. Safety. Bidder must receive a minimum of **26** points out of a possible **33** points in this section.

5.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

Yes No

1 or less occasion - 5 points
2 occasions - 3 points
More than 2 occasions - 0 points

5.2. Has the Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years?

Yes No

1 or less occasion - 5 points
2 occasions - 3 points
More than 2 occasions - 0 points

5.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?

Yes No

- 1 or less occasion - 5 points
- 2 occasions - 3 points
- More than 2 occasions - 0 points

5.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? _____

- Once a week or more often - 3 points
- Any other answer - 0 points

5.5. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier).

Current year: _____
Previous year: _____
Year prior to previous year: _____

- Three-year average EMR of .95 or less - 5 points
- Three-year average EMR or more than .95 but no more than 1.1 - 3 points
- Any other EMR - 0 points

5.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)

Yes No

- 2 or less occasions - 5 points
- 3 occasions - 3 points
- More than 3 occasions - 0 points

5.7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): _____

- 2 or less occasions - 5 points
- 3 occasions - 3 points
- More than 3 occasions - 0 points

6. Accuracy and Authority.

The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Informal Bidding Qualification

Application and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Informal Bidding Qualification Application.

The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Bidder's Bid Proposal may be rejected by the District for non-responsiveness.

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

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

[THIS PAGE INTENTIONALLY LEFT BLANK]

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20____, in the City of Aptos, County of Santa Cruz, State of California, by and between **CABRILLO COMMUNITY COLLEGE DISTRICT**, a California Community College District hereinafter "District" and _____ ("Contractor"). **WITNESSETH**, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **B13-05 Building 600 Renovation**. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents. The Architect for the Work is _____.

2. Contract Time. The Work shall be commenced on the date stated in the District's Notice to Proceed; the Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Contract Documents.

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _____ Dollars (\$_____). The District's payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is based upon the Contractor's Base Bid Proposal for the Work and the following Alternate Bid Items, if any: _____.

4. Liquidated Damages. The Contractor shall be subject to assessment of Liquidated Damages if the Contractor: (i) fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; (ii) fails to submit Submittals in accordance with the Submittal Schedule; or (iii) fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events shall be as set forth in the Contract Documents.

5. Limitation on Damages. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents.

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

Notice to Contractors Calling for Bids	Drug-Free Workplace Certificate
Instructions for Bidders	Agreement
Non-Collusion Affidavit	General Conditions
Subcontractors List	Special Conditions and Supplemental
Bid Bond	Conditions
Bid Proposal	Guarantee
Performance Bond	Specifications
Labor & Material Payment Bond	Drawings
Certification of Workers' Compensation	Bid Addenda Nos. _____
Insurance	

7. **Notices.** Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District (Notices to Both Required):

Vice President of Administrative Services
Cabrillo Community College District
6500 Soquel Drive
Aptos, CA 95003

Director of Purchasing, Contracts & Risk
Management
Cabrillo Community College District
6500 Soquel Drive
Aptos, CA 95003

If to the Contractor:

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

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"

Cabrillo Community College District
a California Community College District

By: _____
Michael Robins
Director of Purchasing, Contracts & Risk
Management

"CONTRACTOR"

By: _____

(Name Printed or Typed)

Title: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto CABRILLO COMMUNITY COLLEGE DISTRICT ("the Obligee") for payment of the penal sum the penal sum of _____ Dollars (\$_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **B13-05 Building 600 Renovation**.

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

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

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

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

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

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

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

(Principal Name)

(Attach Notary Public Acknowledgement of Principal's Signature)

By: _____

(Typed or Printed Name)

Title: _____

(Surety Name)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

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

(Typed or Printed Name of Surety's Attorney-In-Fact)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto CABRILLO COMMUNITY COLLEGE DISTRICT ("the Obligee") for payment of the penal sum the penal sum of _____ Dollars (\$_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **B13-05 Building 600 Renovation**.

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

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

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

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

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Principal's obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt,

diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

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

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

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

(Principal Name)

(Attach Notary Public Acknowledgement of Principal's Signature)

By: _____

(Typed or Printed Name)

Title: _____

(Surety Name)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

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

(Typed or Printed Name of Surety's Attorney-In-Fact)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

[THIS PAGE INTENTIONALLY LEFT BLANK]

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)
_____. I declare, state and certify to all of the following:
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - 2.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
 - 2.2. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (ii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iii) the penalties that may be imposed upon employees for drug abuse violations.
 - 2.3. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Paragraph 2.1 above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

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

(Signature)

(Printed or Typed Name)

**ROOF PROJECT FINANCIAL DISCLOSURE CERTIFICATE
(Public Contract Code §3006(b))**

I, _____ certify that I am the _____ with _____, (Name)
(Title/Position) (Name of Employer)
 the _____ and that I have not offered, given, or agreed to give,
(architect, engineer, roofing consultant, contractor, materials manufacturer, distributor, or vendor)

received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the Contract for the roofing work associated with the Project commonly described as _____. As used in this Certificate, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore,

I, _____, _____, certify that I do not have,
(Name) (Name of Employer)
 and throughout the duration of the Contract for this Project, I will not have, any financial relationship in connection with the performance of this Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I _____, _____ have the following financial
(Name) (Name of Employer)
 relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract(s):

Name & Address of Building	Contract Date & Number
Attach additional disclosures, if necessary, to this Certificate	

I certify that to the best of my knowledge, the contents of this Certificate are true, or are believed to be true.

Signature

Print Name

Date

Print Name of Employer

[THIS PAGE INTENTIONALLY LEFT BLANK]



GENERAL CONDITIONS

**GENERAL CONDITIONS
TABLE OF CONTENTS**

Article 1. Definitions.

- 1.1. District.
- 1.2. Contractor
- 1.3. Architect.
- 1.4. The Work.
- 1.5. The Project.
- 1.6. Surety.
- 1.7. Subcontractors.
- 1.8. Material Supplier.
- 1.9. Drawings and Specifications.
- 1.10. Special Conditions; Supplemental Conditions.
- 1.11. Contract Documents.
- 1.12. Intent and Correlation of Contract Documents.
 - 1.12.1. Work of the Contract Documents.
 - 1.12.2. Technical Terms.
 - 1.12.3. Conflict in Contract Documents.
- 1.13. Shop Drawings; Samples; Product Data ("Submittals").
- 1.14. Division of State Architect ("DSA").
- 1.15. District's Inspector.
- 1.16. Compliance Monitoring Unit ("CMU")
- 1.17.
- 1.18. Contract Document Terms.
- 1.19. Contractor's Superintendent.
- 1.20. Record Drawings.
- 1.21. Project Manager.
- 1.22. Construction Equipment.
- 1.23. Site.
- 1.24. Field Clarifications.
- 1.25. Defective or Non-Conforming Work.
- 1.26. Delivery.
- 1.27. Notice to Proceed.
- 1.28. Progress Reports; Verified Reports.
- 1.29. Laws.

Article 2. District.

- 2.1. Information Required of District.
 - 2.1.1. Surveys; Site Information.
 - 2.1.2. Permits; Fees.
 - 2.1.3. Drawings and Specifications.
 - 2.1.4. Furnishing of Information.
- 2.2. District's Right to Stop the Work.
- 2.3. Partial Occupancy or Use.
 - 2.3.1. District's Right to Partial Occupancy.
 - 2.3.2. No Acceptance of Defective or Nonconforming Work.
- 2.4. The District's Inspector.

- 2.4.1. Observation of Work.
- 2.4.2. District's Inspector's Defective or Non-Conforming Reports.

Article 3. Architect.

- 3.1. Architect's Administration of the Contract
- 3.2. Periodic Site Inspections.
- 3.3. Contractor Responsibility for Construction Means, Methods and Sequences.
- 3.4. Review of Applications for Payment.
- 3.5. Rejection of Work.
- 3.6. Submittals.
 - 3.6.1. Architect's Review.
 - 3.6.2. Time for Architect's Review.
- 3.7. Changes to the Work; Change Orders.
- 3.8. Completion.
- 3.9. Interpretation of Contract Documents.
- 3.10. Contractor Request for Information.
- 3.11. Communications; Architect's Role.
- 3.12. Termination of Architect; Substitute Architect.

Article 4. The Contractor.

- 4.1. Contractor Review of Contract Documents.
 - 4.1.1. Examination of Contract Documents.
 - 4.1.2. Field Measurements.
 - 4.1.3. Layouts and Field Engineering.
 - 4.1.4. Dimensions.
 - 4.1.5. Work in Accordance With Contract Documents.
- 4.2. Site Investigation; Subsurface Conditions.
 - 4.2.1. Contractor Investigation.
 - 4.2.2. Subsurface Data.
 - 4.2.3. Subsurface Conditions.
- 4.3. Supervision and Construction Procedures.
 - 4.3.1. Supervision of the Work.
 - 4.3.2. Responsibility for the Work.
 - 4.3.3. Surveys.
 - 4.3.4. Construction Utilities.
 - 4.3.5. Existing Utilities; Removal, Relocation and Protection.
 - 4.3.6. Conferences and Meetings.
 - 4.3.6.1. Pre-Construction Conference.
 - 4.3.6.2. Progress Meetings.
 - 4.3.6.3. Pre-Installation Meetings.

- 4.3.6.4. Special Meetings.
- 4.3.6.5. Minutes of Meetings.
- 4.4. Labor and Materials.
- 4.4.1. Payment for Labor, Materials and Services.
- 4.4.2. Employee Discipline.
- 4.4.3. Contractor's Superintendent.
- 4.4.3.1. Authority of Superintendent.
- 4.4.3.2. Qualifications of Superintendent.
- 4.4.4. Prohibition on Harassment.
- 4.4.4.1. District's Policy Prohibiting Harassment.
- 4.4.4.2. Contractor's Adoption of Anti-Harassment Policy.
- 4.4.4.3. Prohibition on Harassment at the Site.
- 4.4.5. Noise and Dust Control.
- 4.4.5.1. Noise Control.
- 4.4.5.2. Dust Control.
- 4.4.5.3. Contractor Failure to Comply.
- 4.5. Taxes.
- 4.6. Permits, Fees and Notices; Compliance With Laws.
- 4.6.1. Payment of Permits, Fees.
- 4.6.2. Compliance With Laws.
- 4.6.3. Notice of Variation From Laws.
- 4.7. Submittals.
- 4.7.1. Purpose of Submittals.
- 4.7.2. Contractor's Submittals.
- 4.7.2.1. Prompt Submittals.
- 4.7.2.2. Approval of Subcontractor Submittals.
- 4.7.2.3. Verification of Submittal Information.
- 4.7.2.4. Information Included in Submittals.
- 4.7.2.5. Contractor Responsibility for Deviations.
- 4.7.2.6. No Performance of Work Without Architect Review.
- 4.7.2.7. Architect Review of Submittals.
- 4.7.3. Deferred Approval Items.
- 4.8. Materials and Equipment.
- 4.8.1. Specified Materials, Equipment.
- 4.8.2. Approval of Substitutions or Alternatives.
- 4.8.3. District Standard Products; "Sole Source" Products.
- 4.8.4. Placement of Material and Equipment Orders.
- 4.8.5. District's Right to Place Orders for Materials and/or Equipment.
- 4.9. Safety.
- 4.9.1. Safety Programs.
- 4.9.2. Safety Precautions.
- 4.9.3. Safety Signs, Barricades.
- 4.9.4. Safety Notices.
- 4.9.5. Safety Coordinator.
- 4.9.6. Emergencies.
- 4.10. Hazardous Materials.
- 4.10.1. General
- 4.10.2. Prohibition on Use of Asbestos Construction Building Materials ("ACBMs").
- 4.10.3. Disposal of Hazardous Materials.
- 4.10.4. Encountering Hazardous Materials.
- 4.11. Maintenance of Documents.
- 4.11.1. Documents at Site.
- 4.11.2. Maintenance of Record Drawings.
- 4.12. Use of Site.
- 4.13. Clean-Up.
- 4.14. Access to the Work.
- 4.15. Facilities and Information for the District's Inspector.
- 4.15.1. Information to District's Inspector.
- 4.15.2. Facilities for District's Inspector.
- 4.16. Patents and Royalties.
- 4.17. Cutting and Patching.
- 4.18. Wage Rates; Employment of Labor.
- 4.18.1. Determination of Prevailing Rates.
- 4.18.2. Payment of Prevailing Rates.
- 4.18.3. Prevailing Rate Penalty.
- 4.18.4. Payroll Records.
- 4.18.5. Contractor's Compliance with CMU
- 4.18.6. Hours of Work.
- 4.18.6.1. Limits on Hours of Work.
- 4.18.6.2. Penalty for Excess Hours.
- 4.18.6.3. Contractor Responsibility.
- 4.18.7. Apprentices.
- 4.18.7.1. Employment of Apprentices.
- 4.18.7.2. Apprenticeship Certificate.
- 4.18.7.3. Ratio of Apprentices to Journeymen.
- 4.18.7.4. Exemption From Ratios.
- 4.18.7.5. Contributions to Trust Funds.
- 4.18.7.6. Contractor's Compliance.
- 4.18.8. Employment of Independent Contractors.
- 4.19. Limitations Upon Site Activities.
- 4.20. Assignment of Antitrust Claims.
- 4.21. DSA Verified Reports.
- 4.21.1. Contractor Actions.
- 4.21.2. District Withholdings from Final Payment.

Article 5. Subcontractors.

- 5.1. Subcontracts.

- 5.2. Substitution of Listed Subcontractor.
 - 5.2.1. Substitution Process.
 - 5.2.2. Responsibilities of Contractor Upon Substitution of Subcontractor.
 - 5.3. Subcontractors' Work.
 - 5.4. Subcontractors' Compliance With CMU
- Article 6. Insurance; Indemnity; Bonds.**

- 6.1. Workers' Compensation Insurance; Employer's Liability Insurance.
- 6.2. Commercial General Liability and Property Insurance.
- 6.3. Builder's Risk "All-Risk" Insurance.
- 6.4. Coverage Amounts.
- 6.5. Evidence of Insurance; Subcontractor's Insurance.
- 6.5.1. Certificates of Insurance.
- 6.5.2. Subcontractors' Insurance.
- 6.6. Maintenance of Insurance.
- 6.7. Insurer Requirements.
- 6.8. Contractor's Insurance Primary; Contractor Liability for Deductibles.
- 6.9. Indemnity.
- 6.10. Payment Bond; Performance Bond.

Article 7. Contract Time.

- 7.1. Substantial Completion of the Work Within Contract Time.
- 7.2. Progress and Completion of the Work.
- 7.2.1. Time of Essence.
- 7.2.2. Substantial Completion.
- 7.2.3. Correction or Completion of the Work After Substantial Completion.
- 7.2.3.1. Punchlist
- 7.2.3.2. Time for Completing Punchlist Items.
- 7.2.4. Final Completion.
- 7.2.5. Contractor Responsibility for Multiple Inspections.
- 7.2.6. Final Acceptance.
- 7.3. Construction Schedule.
- 7.3.1. Submittal of Preliminary Construction Schedule.
- 7.3.2. Review of Preliminary Construction Schedule.
- 7.3.3. Preparation and Submittal of Contract Construction Schedule.
- 7.3.4. Revisions to Accepted Construction Schedule.
- 7.3.5. Updates to Accepted Construction Schedule.
- 7.3.6. Contractor Responsibility for Construction Schedule.

- 7.4. Adjustment of Contract Time.
- 7.4.1. Excusable Delays.
- 7.4.2. Compensable Delays.
- 7.4.3. Inexcusable Delays.
- 7.4.4. Adjustment of Contract Time.
- 7.4.4.1. Procedure for Adjustment of Contract Time.
- 7.4.4.2. Limitations Upon Adjustment of Contract Time on Account of Delays.
- 7.5. Liquidated Damages.
- 7.6. District Right to Takeover Work
- 7.6.1. Progress of Work
- 7.6.2. District's Right to Withhold
- 7.6.3. Non-Exclusive Remedy

Article 8. Contract Price.

- 8.1. Contract Price
- 8.2. Cost Breakdown.
- 8.3. Progress Payments.
- 8.3.1. Applications for Progress Payments.
- 8.3.2. District's Review of Applications for Progress Payments.
- 8.3.3. Architect and District's Inspector Review of Applications for Progress Payments.
- 8.3.4. District's Disbursement of Progress Payments.
- 8.3.4.1. Timely Disbursement of Progress Payments.
- 8.3.4.2. Untimely Disbursement of Progress Payments.
- 8.3.4.3. District's Right to Disburse Progress Payments by Joint Checks.
- 8.3.4.4. No Waiver of Defective or Non-Conforming Work.
- 8.3.5. Progress Payments for Changed Work.
- 8.3.6. Materials or Equipment Not Incorporated Into the Work.
- 8.3.6.1. Limitations Upon Payment.
- 8.3.6.2. Materials or Equipment Delivered and Stored at the Site.
- 8.3.6.3. Materials or Equipment Not Delivered or Stored at the Site.
- 8.3.6.4. Materials or Equipment in Fabrication or Transit.
- 8.3.7. Exclusions From Progress Payments.
- 8.3.8. Title to Work.
- 8.3.9. Substitute Security for Retention.
- 8.4. Final Payment.
- 8.4.1. Application for Final Payment.
- 8.4.2. Conditions Precedent to Disbursement of Final Payment.

- 8.4.3. Disbursement of Final Payment.
- 8.4.4. Waiver of Claims.
- 8.4.5. Claims Asserted After Final Payment.
- 8.5. Withholding of Payments.
- 8.6. Payments to Subcontractors.
- 8.7. Computerized Job Cost Reporting System.
- 8.7.1. Job Cost Reporting.
- 8.7.2. Job Cost Reporting System Requirements.
- 8.7.3. Job Cost System Information.

Article 9. Changes.

- 9.1. Changes in the Work.
- 9.2. Oral Order of Change in the Work.
- 9.3. Contractor Submittal of Data.
- 9.4. Adjustment to Contract Price and Contract Time on Account of Changes to the Work.
 - 9.4.1. Adjustment to Contract Price.
 - 9.4.1.1. Mutual Agreement.
 - 9.4.1.2. Determination by the District.
 - 9.4.1.3. Basis for Adjustment of Contract Price.
 - 9.4.1.3.1. Labor.
 - 9.4.1.3.2. Materials and Equipment.
 - 9.4.1.3.3. Construction Equipment
 - 9.4.1.3.4. Mark-up on Costs of Changes to the Work.
 - 9.4.1.4. Contractor Maintenance of Records.
 - 9.4.2. Adjustment to Contract Time.
 - 9.4.3. Addition or Deletion of Alternate Bid Item(s).
- 9.5. Change Orders.
- 9.6. Unilateral Change Order.
- 9.7. Construction Change Directive.
- 9.8. Contractor Notice of Changes.
- 9.9. Disputed Changes.
- 9.10. Emergencies.
- 9.11. Minor Changes in the Work.
- 9.12. Unauthorized Changes.

Article 10. Separate Contractors.

- 10.1. District's Right to Award Separate Contracts.
- 10.2. District's Coordination of Separate Contractors.
- 10.3. Mutual Responsibility.
- 10.4. Discrepancies or Defects.

Article 11. Tests; Inspections; Observations.

- 11.1. Contractor's Notice.
- 11.2. Cost of Tests and Inspections.
- 11.3. Testing/Inspection Laboratory.
- 11.4. Additional Tests, Inspections and Approvals.
- 11.5. Delivery of Certificates.
- 11.6. Timeliness of Tests, Inspections and Approvals.

Article 12. Uncovering and Correction of Work.

- 12.1. Inspection of the Work.
 - 12.1.1. Access to the Work.
 - 12.1.2. Limitations Upon Inspections.
- 12.2. Uncovering of Work.
- 12.3. Rejection of Work.
- 12.4. Correction of Work.
- 12.5. Removal of Non-Conforming or Defective Work.
- 12.6. Failure of Contractor to Correct Work.
- 12.7. Acceptance of Defective or Non-Conforming Work.

Article 13. Warranties.

- 13.1. Workmanship and Materials.
- 13.2. Warranty Work.
- 13.3. Guarantee.
- 13.4. Survival of Warranties.

Article 14. Suspension of Work.

- 14.1. District's Right to Suspend Work.
- 14.2. Adjustments to Contract Price and Contract Time.

Article 15. Termination.

- 15.1. Termination for Cause.
 - 15.1.1. District's Right to Terminate.
 - 15.1.2. District's Rights Upon Termination.
 - 15.1.3. Completion by the Surety.
 - 15.1.4. Assignment and Assumption of Subcontracts.
 - 15.1.5. Costs of Completion.
 - 15.1.6. Contractor Responsibility for Damages.
 - 15.1.7. Conversion to Termination for Convenience.
 - 15.1.8. District's Rights Cumulative.
- 15.2. Termination for Convenience of the District.

Article 16. Miscellaneous.

- 16.1. Governing Law.
- 16.2. Marginal Headings; Interpretation.
- 16.3. Successors and Assigns.

- 16.4. Cumulative Rights and Remedies; No Waiver.
- 16.5. Severability.
- 16.6. No Assignment by Contractor.
- 16.7. Gender and Number.
- 16.8. Independent Contractor Status.
- 16.9. Notices.
- 16.10. Disputes; Continuation of Work.
- 16.11. Dispute Resolution; Arbitration.
 - 16.11.1. Claims Under \$375,000.00.
 - 16.11.2. Arbitration.
 - 16.11.3. Demand for Arbitration.
 - 16.11.4. Consolidation of Multiple Demands for Arbitration.
 - 16.11.5. Third Parties.
 - 16.11.6. Discovery.
 - 16.11.7. Arbitrator's Award.
 - 16.11.8. Costs.
 - 16.11.9. Conformation of Arbitration Award.
 - 16.11.10. Limitations on Damages.
 - 16.11.11. Inapplicability to Bid Bond.
 - 16.11.12. Government Code Claims.
- 16.12. Capitalized Terms.
- 16.13. Attorneys Fees.
- 16.14. Provisions Required by Law Deemed Inserted.
- 16.15. Days.
- 16.16. Entire Agreement.

GENERAL CONDITIONS

Article 1. Definitions

- 1.1. District. The “District” refers to Cabrillo Community College District and unless otherwise stated, includes the District’s authorized representatives, including the Project Manager, if a Project Manager is designated, the District’s Board of Trustees and the District’s officers, employees, agents and representatives.
- 1.2. Contractor. The Contractor is the person or entity identified as such in the Agreement; references to “Contractor” include the Contractor’s authorized representative.
- 1.3. Architect. The Architect is the person or entity identified as such in the Agreement; references to the “Architect” include the Architect’s authorized representative(s) and the Architect’s Consultants.
- 1.4. The Work. The “Work” is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor’s obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.
- 1.5. The Project. The Project is the total construction of which the Work performed by the Contractor under the Contract Documents which may be the whole or a part of the Project and which may include construction by the District or by separate contractors.
- 1.6. Surety. The Surety is the person or entity that executes, as surety, the Contractor’s Labor and Material Payment Bond and/or Performance Bond.
- 1.7. Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform or provide a portion of the Work. “Subcontractor” does not include a separate contractor to the District or subcontractors of any separate contractor to the District. References to “Subcontractor” include all persons or entities who have a direct or indirect contract with a Subcontract to perform or provide a portion of the Work.
- 1.8. Material Supplier. A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.
- 1.9. Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.
- 1.10. Special Conditions; Supplemental Conditions. If made a part of the Contract Documents, Special Conditions and Supplemental Conditions are special or supplemental provisions, not provided for elsewhere in the Contract Documents.
- 1.11. Contract Documents. The Contract Documents consist of the Agreement between the

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

1.12. Intent and Correlation of Contract Documents.

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

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

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

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

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

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

time to time.

1.16. Compliance Monitoring Unit ("CMU"). The Department of Industrial Relations ("DIR") Compliance Monitoring Unit ("CMU") within the Division of Labor Standards Enforcement (DLSE) is tasked with performing the requisite compliance monitoring and enforcement responsibilities prescribed by Labor Code Section 1771.55 and all applicable laws and regulations.

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

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

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

1.20. Project Manager. The Project Manager, if any, is the individual or entity designated as such in the Special Conditions. The Project Manager is an independent contractor retained by the District and shall be authorized and empowered to act on behalf of the District. In the event that a Project Manager is not designated in the Special Conditions, the District reserves the right to designate a Project Manager at any time during Contractor's performance of the Work. The District reserves the right to remove or replace the Project Manager during Contractor's performance of the Work. The designation of a Project Manager, if one has not been designated in the Special Conditions, or the removal or replacement of the designated Project Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder.

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

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

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

1.24. Defective or Non-Conforming Work. Defective or non-conforming Work is any Work which

is unsatisfactory, faulty or deficient by: (i) not conforming to the requirements of the Contract Documents; (ii) not conforming to the standards of workmanship of the applicable trade or industry; (iii) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (iv) damage occurring prior to Final Completion of all of the Work.

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

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

1.27. Progress Reports; Verified Reports. Progress Reports are written reports prepared by the Contractor and its Subcontractors on a daily basis. Daily Progress Reports shall be completed and submitted to the District not later than 9:00 A.M. of the ensuing business day. Daily Progress Reports must include: (i) the number of labor and supervising personnel at the Site; (ii) the labor/work classification of each laborer; (iii) a detailed description of the Work in progress and completed; (iv) weather/environmental conditions; and (v) problems encountered with a potential impact to the Contract Time or the Contract Price. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports and Verified Reports as well as the timely submission of the same.

1.28. Laws. The term “Laws” as used in the Contract Documents refers to all laws, ordinances, codes, rules and/or regulations promulgated by any governmental or quasi-governmental agency with jurisdiction over any portion of the Work and which apply to any portion of the Work. Laws refer to those enacted and in effect as of the execution of the Agreement, amendments thereto occurring during the performance of the Work and subsequently enacted Laws that take effect during the performance of the Work. No adjustment of the Contract Time or the Contract Price shall be allowed for the Contractor’s compliance with the Laws.

Article 2. District

2.1. Information Required of District.

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

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

2.1.3. Drawings and Specifications. Except as otherwise provided for in the Contract

Documents, the District shall furnish the Contractor, with cost to the Contractor, the number of copies of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work of the Project.

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

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

2.3. Partial Occupancy or Use

2.3.1. District's Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the District's Inspector, the Contractor, Project Manager and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District's occupancy or use thereof is not impaired. The District's use or

occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code §7107.

2.3.2. No Acceptance of Defective or Non-Conforming Work. Unless otherwise expressly agreed to by the District, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective. Notwithstanding the District's occupancy or use of such completed portion of the Work, the Contractor shall remain responsible for repairing, replacing or otherwise correcting any defective or non-conforming conditions in the Work used or occupied by the District pursuant to the foregoing.

2.4. The District's Inspector.

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

2.4.2. Limitations on District's Inspector. The District's Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. The District's Inspector has no authority relative to the content, scope or implementation of the Contractor's safety plan/program. No Work inconsistent with the Contract Documents shall be performed solely on the basis of the direction of the District's Inspector, and the Contractor shall be liable to the District for the consequences of all Work performed on such basis, including without limitation the removal of such Work.

2.4.3. District's Inspector Defective or Non-Conforming Reports. If in the course of its observations of the Work furnished and installed by the Contractor, the District's Inspector determines that any portion of such Work is Defective or Non-Conforming Work, upon the District's Inspector's issuance of a report or other similar statement identifying Defective or Non-Conforming Work, a material obligation of the Contractor is the Contractor's prompt repair, replacement or other corrective action to such Defective or Non-Conforming Work so that such Work is in conformity with the requirements of the Contract Documents. If the Contractor fails or refuses, for any reason, to promptly remedy any such Defective or Non-Conforming Work, the District may take all action deemed necessary or appropriate to remedy such Defective or Non-Conforming Work. The Contractor shall reimburse the District for all fees, costs, expenses and other charges incurred by the District in connection with such remedial action; the District may, in the District's sole discretion, elect to withhold and retain such fees, costs, expense or other charges from any portion of the Contract Price then or thereafter due the Contractor in satisfaction of the Contractor's reimbursement obligation.

2.5. Communications Software. The District reserves the right to implement a computerized electronic data logging and storage system (such as Primavera Expedition®) for communications relating to the Work ("Communications Software"). The Contractor's use and access to such Communications Software will be as established by the District and the Project Manager. The Contractor's use of Communications Software will be without charge or expense to the Contractor; provided, however, the neither the Contract Time nor the Contract Price shall not be adjusted on account of the Contractor's use of the Communications Software or training of the Contractor's personnel on the use and functions of the Communications Software. If the District implements Communications Software for communications relating to the Work, the Contractor, Subcontractors and all others directly or indirectly engaged by them for any portion of the Work shall utilize the Communications Software for communications relating to the Work or the Contract Documents.

Article 3. Architect

3.1. Architect's Administration of the Contract. The Architect will provide administration of the Contract as described in the Contract Documents, and will be one of the District's representatives during construction until the time that Final Payment is due the Contractor under the Contract Documents. The Architect will advise and consult with the District, the Project Manager and the District's Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and powers established by the Laws, including Title 24 of the California Code of Regulations.

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

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

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

3.5. Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise such authority shall give rise to a duty or responsibility of that to the Contractor, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.

3.6. Submittals.

3.6.1. Architect's Review. The Architect will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety measures,

programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the Architect.

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

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

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

3.9. Interpretation of Contract Documents. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Architect's review and response to requests under this Article 3.9, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

3.10. Contractor Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), it shall be affirmative obligation of the Contractor to timely notify the Architect, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time

shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall conform with the standards and time frame set forth in Article 3.9 of these General Conditions. The foregoing provisions notwithstanding, in the event that the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other design consultant to the Architect or the District. In responding to any of Contractor's request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

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

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

Article 4. The Contractor

4.1. Contractor Review of Contract Documents.

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

4.1.2. Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions and other information known to the Contractor with information provided in the Contract Documents.

4.1.3. Layouts and Field Engineering. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by the an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.

4.1.4. Dimensions. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor shall be solely responsible for dimensioning and coordinating the Work of the Contract Documents. Upon commencement of any item of the Work, the Contractor is responsible for dimensions of such item of Work and related Work; without adjustment of the Contract Time or Contract Price, the Contractor is responsible for making component parts of the Work fit together properly. Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements and shall be responsible for the correctness and accuracy of the same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference between actual field dimensions and those indicated in the Drawings shall be submitted to the Architect for resolution before proceeding with the Work in affected areas.

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

4.2. Site Investigation; Subsurface Conditions.

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

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

4.2.3. Subsurface Conditions. If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the District's Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered

and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

4.3. Supervision and Construction Procedures.

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

4.3.2. Responsibility for the Work. The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by: (i) activities or duties of the Project Manager, District's Inspector or the Architect, or (ii) by tests, inspections or approvals required or performed by persons other than the Contractor.

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

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

4.3.5. Existing Utilities; Removal, Relocation and Protection. In accordance with California Government Code §4215, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. The Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy and for

equipment on the Site necessarily idled during such work. The Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide for removal or relocation of such utility facilities.

Nothing in this Article 4.3.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District, the District's inspector, the Architect, the Project Manager and the utility owner. In the event that such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

4.3.6. Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance by the Contractor's supervisory personnel for the Work and the Contractor's management personnel as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District. All costs, expenses, charges or fees incurred by the Contractor in connection with attendance and participation meetings relating to the Work shall be without adjustment of the Contract Time or the Contract Price.

4.3.6.1. Pre-Construction Conference. The Contractor's representatives (and representatives of Subcontractors and/or Material Suppliers as requested by the District) shall attend a Pre-Construction Conference at such time and place as designated by the District. Subject matters of the Pre-Construction Conference will include as appropriate: (i) administrative matters, including an overview of the respective responsibilities of the District, Architect, Project Manager, Contractor, Subcontractors, District's Inspector and others performing any part of the Work or services relating to the Work; (ii) Submittals; (iii) Changes and Change Order processing; (iv) employment practices, including Certified Payroll preparation and submission, prevailing wage rate responsibilities of the Contractor and Subcontractors; (v) Progress Schedule development and maintenance; (vi) development of Schedule of Values and payment procedures; (vii) communications procedures, including the handling of Requests for Information; (viii) conducting of pre-installation meetings to plan and coordinate work of new contractors, separate contractors and to plan for utility outages; (ix) emergency and safety procedures; (x) Site visitor policies; (xi) conduct of Contractor/Subcontractor personnel at the Site; and (xii) punchlist/close-out procedures.

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

4.3.6.3. Pre-Installation Meetings. As deemed necessary by the District in connection with the commencement of new portions of the Work, prior to the installation of major items of equipment of materials, or as other appropriate in light of the progress of Work, the Contractor, Subcontractors and/or Material Suppliers as requested by the District, shall attend Pre-

Installation meetings. Subject matters of Pre-Installation meetings may include, without limitation: (i) review of existing conditions and confirmation of the readiness of existing conditions to receive or accept follow-on installation of equipment or materials; (ii) corrections, modifications or other changes to existing conditions prior to follow-on installation of equipment or materials; (iii) coordination of delivery, staging, storage, labor, Construction Equipment and other similar items relating to installation of major items of equipment or materials; and (iv) safety and other special requirements relating to the installation of major items of equipment or materials.

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

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

4.4. Labor and Materials.

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

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

4.4.3. Contractor's Superintendent.

4.4.3.1. Authority of Superintendent. The Contractor shall employ a competent superintendent and all necessary assistants who shall be in attendance at the Site at all times during performance of the Work. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor's superintendent. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor.

4.4.3.2. Qualifications of Superintendent. Prior to start of Work at the Site, the Contractor shall submit in writing to the District and Project Manager, the qualifications of the Contractor's proposed Superintendent and Project Manager for their respective acceptance. The Contractor shall not designate any individual as the Superintendent or Project Manager for the Work unless such individual has been accepted by the District and the Project Manager in accordance with these provisions. Acceptance of the Contractor's proposed Superintendent

and Project Manager is subject to: (i) the Contractor's establishment of the skills, experience and other capabilities of the proposed Superintendent and Project Manager to supervise, coordinate and manage the Work; (ii) English language capabilities; (iii) demonstrated competency of the proposed Superintendent and Project Manager in reading, comprehending and understanding drawings, specifications and other technical construction-related materials; and (iv) recent experience of the proposed Superintendent and Project Manager in completing construction projects similar to the Work within the budget and time established for such other construction projects. Upon acceptance of the Contractor's Superintendent by the Project Manager and the District and the Contractor shall not be change such personnel except with the consent of the District, unless the Superintendent or Project Manager: (i) proves to be unsatisfactory to the Contractor and ceases to be employed by the Contractor; or (ii) is determined by the District to be unfit, incompetent or incapable of performing functions and responsibilities assigned to them.

4.4.4. Prohibition on Harassment.

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

4.4.4.2. Contractor's Adoption of Anti-Harassment Policy. The Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected by the Laws. The Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.4.

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

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

4.4.5. Noise and Dust Control.

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

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

4.4.5.3. Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, District's Inspector or Project Manager are each authorized to notify the Contractor in writing of such failure and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the District shall have the

absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct such amounts from the Contract Price then or thereafter due the Contractor.

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

4.6. **Permits, Fees and Notices; Compliance With Laws.**

4.6.1. Payment of Permits, Fees. Unless otherwise provided in the Contract Documents, the District shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work. If permits and fees are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall be solely responsible for obtaining the same without adjustment of the Contract Price. Notwithstanding any provision of the Contract Documents the contrary, without adjustment of the Contract Time or the Contract Price, the Contractor shall pay for and obtain the following as necessary for completion or performance of the Work: (i) Temporary Fire Department plan check and permits for temporary material handling, storage and/or dispensing facilities for fuel, oil, liquid or gases; (ii) industrial waste and AQMD permits relating to temporary facilities used in connection with any portion of the Work; (iii) City of Aptos business license; (iv) traffic control, OSHA and offsite improvement permits; and (v) sewer, water, storm drain, gas tie plan check permits.

4.6.2. Compliance With Laws. The Contractor shall comply with and give notices required by the Laws and other orders of public authorities bearing on performance of the Work.

4.6.3. Notice of Variation From Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents vary from or are inconsistent/conflict with the Laws, the Contractor shall promptly notify the Architect, the Project Manager and the District's Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to vary from or is inconsistent/conflict with the Laws, without such notice to the Architect, Project Manager and the District's Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

4.7. Submittals.

4.7.1. Purpose of Submittals. Submittals are not part of the Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide, furnish, install or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.7.2. Contractor's Submittals.

4.7.2.1. Prompt Submittals. The Contractor shall review, approve and submit to the Architect or such other person or entity designated by the Contract Documents, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Architect within the time frames set forth in the Submittal Schedule incorporated and made a part of the Accepted Construction Schedule prepared and submitted by the Contractor pursuant to Article 7 of these General Conditions. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. In the event of Contractor's failure or refusal to deliver Submittals in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth in

the Special Conditions for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Contractor's submission of such Submittal. The Contractor and District acknowledge and agree that if Contractor shall fail to deliver Submittals in accordance with the Submittal Schedule, the District will incur costs and expenses not contemplated by the Contract Documents, the exact amount of which are difficult to ascertain and fix. The Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Special Conditions represents a reasonable estimate of costs and expenses the District will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor's submission of all required Submittals in accordance with the Submittal Schedule, in the event that the District or the Architect reasonably determines that all or any portion of such Submittals fail to comply with the requirements of these General Conditions, other portions of the Contract Documents and/or such Submittals are not otherwise complete and accurate so as to require re-submission, the Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation Architect's fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, any per diem assessments imposed under this Article 4.7.2.1 for Contractor's delayed submission of Submittals. In the event of the District's imposition of the per diem assessments due to the Contractor's delayed submission of Submittals or in the event of the District's assessment of costs and expenses incurred to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform to the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittal.

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

4.7.2.3. Verification of Submittal Information. By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

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

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

4.7.2.6. No Performance of Work Without Architect Review. The Contractor shall perform no portion of the Work requiring the Architect’s review of Submittals until the Architect has completed its review and returned the Submittal to the Contractor indicating “No Exception Taken” to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Architect in review of Submittals and other applicable portions of the Contract Documents.

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

No Exceptions Taken	No formal revision required
Make Corrections Noted	Make revision noted; re-submission of revised Submittal not required
Revise and Re-Submit	Revise Submittal in accordance with notations and re-submit for revision
Rejected Re-Submit	Prepare new alternative Submittal and re-submit for review

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

4.8. Materials and Equipment.

4.8.1. Specified Materials, Equipment. Except as otherwise expressly set forth in the Contract Documents, references in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words “or equal” shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition. Whenever a product, material or other item is specified with reference to a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other trade association standard (collectively, “the Standards”), the Contractor shall present an affidavit from the manufacturer when requested by the Architect or required in the Specifications, certifying the product, material or other item to be furnished and installed complies with the Standards. When requested by the Architect or required by the Contract Documents, support test data shall be submitted to substantiate compliance with the Standards.

4.8.2. Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications

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

4.8.3. District Standard Products: "Sole Source" Products. If any material, equipment, product or other item is designated in the Contract Documents as a "District Standard" or similar words/terms, the District shall be deemed to have made a finding that such material, equipment, product or other item is designated and specified to match other materials, equipment, products, or other item in use in a completed or to be completed work of improvement and not subject to substitution. If any material, equipment, or other item is identified in the Contract Documents as being the only source of the material, equipment or other item necessary to accomplish the intended result(s), such material, equipment or other item shall not be subject to substitution.

4.8.4. Placement of Material and Equipment Orders. The Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. The Contractor shall require that Subcontractors similarly place orders for all materials and/or equipment to be furnished or installed by any such Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District, Project Manager or the Architect, the Contractor shall furnish reasonably satisfactory written evidence of

the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor or Sub-Subcontractor. The foregoing is a material obligation of the Contractor hereunder.

4.8.5. District's Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, if the Contractor, after request of the District, Project Manager or the Architect, fails or refuses, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the District's conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials and/or equipment pursuant to the foregoing, the election of the District to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

4.9. Safety.

4.9.1. Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by the Laws in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

4.9.2. Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

4.9.4. Safety Notices. The Contractor shall give or post all notices required by the Laws and shall comply with the Laws relating to safety of persons or property or their protection from damage, injury or loss.

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

4.9.6. Emergencies. In an emergency affecting safety of persons or property, the Contractor shall take necessary action to prevent or mitigate threatened damage, injury or loss.

4.10. Hazardous Materials.

4.10.1. General. In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under the Laws (collectively "Hazardous Materials"), the Contractor shall comply with the Laws relating to the use, storage or disposal thereof.

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

4.10.3. Disposal of Hazardous Materials. The Contractor is solely and exclusively responsible for the disposal of Hazardous Materials on or about the Site. The Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with the Laws.

4.10.4. Encountering Hazardous Materials. If the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the District's Inspector, Project Manager and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. In

the event such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work on the critical path of the then current Progress Schedule is stopped and Substantial Completion of the Work is delayed thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

4.11. Maintenance of Documents.

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

4.11.2. Maintenance of Record Drawings. During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the District, Project Manager, District's Inspector or the Architect, the Contractor shall make the Record Drawings maintained here under available review and inspection. Review and inspection of the Record Drawings during the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Architect.

4.12. Use of Site. The Contractor shall confine operations at the Site to areas permitted the Laws, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor

shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site. Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the District's hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the District.

4.13. Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. In the event that the Work includes painting and/or the installation of floor covering, prior to commencement of any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The District's Inspector or Project Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

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

4.15. Facilities and Information for the District's Inspector.

4.15.1. Information to District's Inspector. The Contractor shall furnish the District's Inspector access to the Work for obtaining such information as may be necessary to keep the District's Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein. The Contractor shall provide to the District's Inspector all other information, data and similar materials as deemed necessary or appropriate by the District's Inspector's for purposes of fulfilling the District's Inspector's obligations relating to observations and inspections of the Work.

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

4.16. Patents and Royalties. The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal

proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.

4.17. Cutting and Patching. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

4.18. Wage Rates; Employment of Labor.

4.18.1. Determination of Prevailing Rates. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term “per diem wages” is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (12) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

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

4.18.3. Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Fifty Dollars (\$50.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was

willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4.18.4. Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, the CMU and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement (if the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made) the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or Subcontractor shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 4.18.4, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should non-compliance still be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

4.18.5. Hours of Work.

4.18.5.1. Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 1/2) times the basic rate of pay.

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

4.18.5.3. Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District.

4.18.6. Apprentices.

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

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

4.18.6.3. Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall

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

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

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

4.18.6.6. Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions

of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. If the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

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

4.19. Contractor's Compliance With CMU. As applicable, the Contractor shall comply with all prevailing wage laws, the Labor Code and the CMU. Failure of the Contractor to strictly comply with these obligations shall constitute a breach of a material obligation of the Contractor under the Contract Documents.

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

4.21. DSA Verified Reports

4.21.1. Contractor Actions. The Contractor acknowledges and agrees that a material obligation of the Contractor under the Contract Documents is the completion by the Contractor of all actions and activities which by the Contract Documents or by the Laws are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA's Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of the Work. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within ten (10) days of the determination of Final Completion. The Contractor shall provide the District, the District's Inspector, Architect, Project Manager with copies of all Verified Reports completed by the Contractor and submitted to DSA; such copies shall be provided to the District's Inspector, Architect, the Project Manager and the District concurrently with the Contractor's submission thereof to DSA.

4.21.2. District Withholdings From Final Payment. Notwithstanding any provision of the Contract Documents to the contrary, the completion and filing of the Final Verified Report with DSA by the Contractor is an express condition precedent to the District's disbursement of the Final Payment. If the Contractor fails to prepare and file the Final Verified Report with DSA within ten (10) days of the determination of Final Completion, the District may in the sole and exclusive discretion of the District retain and withhold an amount not to exceed ten percent (10%) of the Final Payment from disbursement to the Contractor as damages for the failure of the Contractor to have timely and completely discharged its obligations hereunder. The Contractor acknowledges and agrees that the foregoing withholdings by the District is a reasonable estimate of the damages and other losses the District will sustain due to the failure of the Contractor to have timely and fully discharged its obligations hereunder.

Article 5. **Subcontractors**

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

5.2. Substitution of Listed Subcontractor.

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

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

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

5.4. Subcontractors' Compliance With CMU. As applicable, each Subcontractor performing Work shall comply with all prevailing wage laws and the CMU. A material obligation of the Contractor is its enforcement of Subcontractor obligations relating to the prevailing wage laws. Failure of the Contractor to strictly enforce such Subcontractor obligations shall constitute a breach of a material obligation of the Contractor under the Contract Documents.

5.5.

Article 6. Insurance, Indemnity and Bonds

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

6.2. Commercial General Liability and Property Insurance. The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractor's pollution liability; (vi) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; and (vii) Completed Operations.

6.3. Builder's Risk "All-Risk" Insurance. The Contractor, 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 vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Contractor'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 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 Contractor and the Surety, and no claims for such loss or damage shall be recognized by the District, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

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

6.5. Evidence of Insurance: Subcontractor's Insurance.

6.5.1. Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance the Contractor's default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or the Laws. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District as an 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 Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

6.5.2. Subcontractors' Insurance. Contractor shall require that every Subcontractor to obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 of these General Conditions; the coverages 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, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Article 6. Upon request of the District, the Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

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

6.7. Insurer Requirements. Policies of insurance required of the Contractor and Subcontractors hereunder shall be acceptable to the District only if the insurer issuing each such policy of insurance is A.M. Best rated at least A-/VII.

6.8. Contractor's Insurance Primary; Contractor Liability for Deductibles. All insurance and the

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

6.9. Indemnity. Unless arising solely out of the active negligence, gross negligence or willful misconduct the District, Project Manager, District's Inspector or the Architect, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District, its Board of Trustees and each individual member thereof, and the officers, employees, agents and representatives of the District; (ii) the Architect and its consultants for the Work and their respective agents and employees; (iii) the District's Inspector; and (iv) if one is designated by the District for the Work, the Project Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) Stop Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any Subcontractor, or any other person or entity employed directly or indirectly by Contractor or a Subcontractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. If there is 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, the Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract, until barred by the applicable Statute of Limitations.

6.10. Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. Unless otherwise stated in the Special Conditions, the amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the

form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.10 is a default by the Contractor of a material obligation hereunder. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120 and shall be A.M. Best rated at least A-/VII.

Article 7. Contract Time

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

7.2. Progress and Completion of the Work.

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

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

7.2.3. Correction or Completion of the Work After Substantial Completion.

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

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

from the Contract Price then or thereafter due the Contractor, if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District for any such excess costs.

7.2.4. Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, completion of the Punchlist, all other obligations of the Contractor under the Contract Documents have been fully performed by the Contractor. Final Completion shall be determined by the Architect, Project Manager and the District's Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the District's Inspector, Project Manager and the Architect shall be controlling and final.

7.2.5. Contractor Responsibility for Multiple Inspections. If the Contractor requests determination of Substantial Completion or Final Completion by the District's Inspector, Project Manager and the Architect and it is determined by the District's Inspector, Project Manager or the Architect that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect, Project Manager and the District's Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

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

7.3. Construction Schedule.

7.3.1. Submittal of Preliminary Construction Schedule. Within five (5) days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Project Manager and the Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. If the Construction Schedules required under this Article 7.3 incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

7.3.2. Review of Preliminary Construction Schedule. The District, the Project Manager and the Architect shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Progress Schedule and any comments thereto by the District, the Project Manager and/or the Architect shall not be deemed to be the assumption of construction means, methods or sequences by the District, the Project Manager or the Architect, all of which remain the Contractor's obligations under the Contract Documents.

7.3.3. Preparation and Submittal of Contract Construction Schedule. Within ten (10) days of the District's return of the Preliminary Construction Schedule to the Contractor upon review thereof pursuant to Article 7.3.2 above, the Contractor shall prepare and submit to the District, the Architect and the Project Manger the Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the District, the Project Manager and the Architect shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will accept such Construction Schedule or will return the same to the Contractor with comments to the form or content. If there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's acceptance of the form and content of a Construction Schedule, the same shall be deemed the "Accepted Construction Schedule." The District's acceptance of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Accepted Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Accepted Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Accepted Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the District and the Architect. Updates to the Accepted Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Accepted Construction Schedule. In the event that the Accepted Construction Schedule shall depict completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Accepted Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the Accepted Construction Schedule.

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

Schedule. Any such request shall be considered by the District only if in writing setting forth the Contractor's proposed revision(s) to the Accepted Construction Schedule and the reason(s) therefor. The District may consent to, or deny, any such request of the Contractor to revise the Accepted Construction Schedule in its reasonable discretion.

7.3.5. Updates to Accepted Construction Schedule. The Contractor shall monitor and update the Accepted Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. The Contractor shall provide on or before the 5th day of each month during the Contract Time to the District, the Project Manager and the Architect with updated Accepted Construction Schedules indicating progress achieved and activities commenced or completed within the prior updated Accepted Construction Schedule. Updates to the Accepted Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Accepted Construction Schedule. Any such revisions to the Accepted Construction Schedule shall result in the District's rejection of such update and Contractor shall, within seven (7) days of the District's rejection of such update, the Contractor shall prepare and submit to the Architect and the Project Manager an Updated Accepted Construction Schedule which does not incorporate any such revisions. If requested by the District, the Contractor shall also submit, with its updates to the Accepted Construction Schedule a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Accepted Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Accepted Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

7.3.6. Contractor Responsibility for Construction Schedule. The Contractor shall be responsible for the preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents, and any failure of the Contractor to do so may be deemed by the District as the Contractor's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedules shall be solely that of the Contractor and no such cost or expense shall be charged to the District. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, maintenance or updating of the Construction Schedules.

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

7.3.7. Excusable Delays. If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, a Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor or a Subcontractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions or DSA directive to stop the Work. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the

Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor, Subcontractors or any person or entity directly or indirectly engaged by the Contractor or a Subcontractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work on the critical path of the then current Accepted Construction Schedule or the most recent updated Accepted Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of "Rain Days" to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work shall exceed those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the progress of the Work on the critical path of the then current Accepted Construction Schedule or the most recent updated Accepted Construction Schedule relative to the date(s) of such additional Rain Days.

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

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

7.3.10. Adjustment of Contract Time.

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

7.3.10.2. Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur

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

7.4. **Liquidated Damages.** Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Accepted Construction Schedule; (ii) achieve Substantial Completion of the Work within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor shall be liable for and the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed submission of Submittals, delayed Substantial Completion or delayed completion of Punchlist items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages liability of the Contractor exceeding any amount of the Contract Price then held or retained by the District. If the Contractor fails or refuses to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

7.5. **District Right to Takeover Work.**

7.5.1. **Progress of Work.** If the Contractor fails or refuses, for any reason and at any time, to provide sufficient materials, labor, equipment, tools and services to maintain progress of the Work in accordance with the then current Construction Schedule, the District may correct such failure(s), after seventy-two (72) hour advance written notice of same from the District to the Contractor. Upon such notice, District may, in its sole discretion, takeover the Work and thereafter diligently continue to completion or, in the alternative, supplement Contractor's materials, labor, equipment, tools and services to maintain progress of the Work in accordance with the then current Construction Schedule.

7.5.2. **District's Right to Withhold.** All costs, expenses or other charges incurred by the District in connection with completing or supplementing the Work under this Article 7.6 shall be at the sole cost of the Contractor. District shall be entitled to deduct from the Contract Price then or

thereafter due Contractor, all such costs, expenses, and charges, including costs for any additional services the District's representatives and consultants made necessary thereby. If the Contract Price then or thereafter due the Contractor is insufficient to cover such amounts, the Performance Bond Surety and Contractor shall each be jointly and severally liable to the District for such deficiency and shall pay the additional sum to the District promptly upon demand therefor.

The assessment and/or withholding of the amount of such costs, expenses, and/or other charges shall be in addition to, and not in lieu of, any liquidated damages assessed and/or withheld from Contractor under Article 7.5 hereof. If the District takes action pursuant to the preceding sentence, the Contractor shall be solely responsible for all fees, costs or expenses incurred by the District.

7.5.3. Non-exclusive Remedy. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents.

7.6.

Article 8. Contract Price

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

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

8.3. Progress Payments.

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

deductive, to the Contract Price, or for determining the extent of Work actually completed.

8.3.2. District's Review of Applications for Progress Payments. In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the District shall cause the same to be reviewed by the District's Inspector, the Project Manager and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) Certified Payrolls of the Contractor and all Subcontractors relating to Work for which a Progress Payment is requested; (ii) a list establishing the amounts allocated from the Progress Payment for disbursement to the Contractor, Material Suppliers and Subcontractors, along with a breakdown identifying each Subcontractor/Material Supplier to be disbursed a portion of the Progress Payment and the amount of the Progress Payment to be disbursed to each Subcontractor/Material Supplier so identified; (iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors and Material Suppliers covering the Progress Payment requested; (iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, Subcontractors and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; and (v) a certification by the Contractor that it has continuously maintained, or caused to maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed be for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect or the Project Manager prior to disbursement of the Progress Payment. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

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

8.3.4. District's Disbursement of Progress Payments.

8.3.4.1. Timely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to ninety-five percent (95%) of the value of the Work indicated in the Application for Progress Payment which is actually in place as of the date of the Application for Progress Payment and as verified and approved by the District's Inspector and the Architect and the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the District's receipt of all documents set forth in Article 8.3.2 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. If an Application for Progress Payment is determined not to be proper due to the failure or

refusal of the Contractor to submit documents with the Application for Progress Payment, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment shall be deemed to commence on the date that the District is actually in receipt of documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

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

8.3.4.3. District's Right to Disburse Progress Payments by Joint Checks. Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may in its sole discretion, issue joint checks to the Contractor and Subcontractors or Material Suppliers in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

8.3.4.4. No Waiver of Defective or Non-Conforming Work. The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.

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

8.3.6. Materials or Equipment Not Incorporated Into the Work.

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

8.3.6.2. Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of a an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (i) the materials or equipment have been delivered to the Site; (ii) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting

against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; and (iii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

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

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

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

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

reason of having provided labor, materials and equipment relating to the Work.

8.3.9. Substitute Security for Retention. In accordance with the provisions of California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the District prior to the Contractor's submission of the first Application for Progress Payment shall be deemed the Contractor's waiver of rights under Public Contract Code §22300.

8.4. Final Payment.

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

8.4.2. Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District; and (xii) reasonably satisfactory written evidence of the Contractor's preparation and filing with DSA of the DSA Final Verified Report.

8.4.3. Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute. If the Contractor complies with all of the conditions precedent to the District's disbursement of the Final Payment, except for providing reasonably satisfactory written evidence of the Contractor's preparation and filing with DSA of the DSA Final Verified Report, the District may withhold and retain ten percent (10%) of the Final Payment in accordance with Article 4.20.2 of these General Conditions. In such event, provided that the Contractor has fully complied with and satisfied all other conditions precedent set forth in Article 8.4.2, the District will disburse the remaining balance of the Final Payment to the Contractor; such disbursement shall constitute the District's full and complete performance of payment obligations to the Contractor hereunder.

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

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

8.5. Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due laborers, Subcontractors or Material Suppliers for services, equipment, materials or labor provided in connection with the Work; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) violations of the prevailing wage laws or other obligations of the Contractor or any Subcontractor relating to the employment of labor in connection with the Work (including without limitation, delinquent submission of weekly Certified Payroll Records or the submission of inadequate weekly Certified Payroll Records; (viii) any amounts due from the Contractor to the District under the terms of the Contract Documents; or (ix) the Contractor's failure to perform any of its obligations under the Contract Documents, its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor

shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the Project Manager, the District's Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld. The foregoing notwithstanding, if the District withholds and retains ten percent (10%) of the Final Payment pursuant to Articles 4.20.2 and 8.4.3 of these General Conditions, the Contractor shall not be entitled to receipt or payment of any portion of such withholdings.

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

8.7. Computerized Job Cost Reporting System.

8.7.1. Job Cost Reporting. The Contractor and each Subcontractor with a Subcontract valued at One Million Five Hundred Thousand Dollars (\$1.5M) or greater shall maintain a computerized job cost reporting system conforming with the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

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

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

Article 9. Changes

9.1. Changes in the Work. The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written

authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District's written authorized issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

9.2. Oral Order of Change in the Work. Any oral order, direction, instruction, interpretation, or determination from the District, the Project Manager, the District's Inspector or the Architect which in the opinion of the Contractor causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect and the District's Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

9.3. Contractor Submittal of Data. Within thirty (30) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Architect, the District's Inspector and the District a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

9.4. Adjustment to Contract Price and Contract Time on Account of Changes to the Work.
9.4.1. Adjustment to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

9.4.1.1. Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District or the Architect, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the District's Inspector and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District or the Architect for such estimate.

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

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

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

9.4.1.3.2. Materials and Equipment. Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier

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

9.4.1.3.3. Construction Equipment. The Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, Project Manager, the District's Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$500.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Manager, the District's Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

9.4.1.3.4. Mark-up on Costs of Changes to the Work. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office, supervision and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

9.4.1.4. Contractor Maintenance of Records. If the Contractor is directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2, or should the Contractor encounter conditions which the Contractor, pursuant to Article 9.8, believes would obligate the District to adjust the Contract Price and/or the Contract Time, the Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. If any Subcontractor provides or performs any portion of any Change to the Work, the Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect, the Project Manager or the District's Inspector upon request. If the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon the Contractor. The Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

9.4.2. Adjustment to Contract Time. In the event of any Change(s) to the Work pursuant to this Article 9, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. If any Change requires an extension of the Contract Time, the Contractor shall not be subject to Liquidated Damages for such period of time.

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

9.5. Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The

Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.5, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

9.6. Unilateral Change Order. A Unilateral Change Order is a written Change Order issued by or on behalf of the District before the Contractor and District have agreed on the extent of adjustment of the Contract Time or the Contract Price relating to the Change reflected in a Unilateral Change Order. A Unilateral Change Order shall describe the scope and nature of the Change and set forth the adjustment to the Contract Time and Contract Price, if any. The District shall forward to the Contractor a copy of the Unilateral Change Order (for information only) at least five (5) days prior to the Board of Trustees' review and consideration of the Unilateral Change Order. Any Unilateral Change Order issued hereunder shall be binding upon the District and Contractor upon action of the District's Board of Trustees to ratify or approve such Unilateral Change Order. The objections, if any, of the Contractor to the extent of adjustment of the Contract Time or the Contract Price on account of the Change(s) incorporated into a Unilateral Change Order shall be submitted in writing by the Contractor to the District, Project Manager and Architect not more than fifteen (15) days after the date of the District's Board of Trustees action to approve or ratify a Unilateral Change Order. The absence of the Contractor's written objections to a Unilateral Change Order within the time set forth above shall be deemed the Contractor's acceptance of the Contract Time and/or Contract Price adjustment set forth in a Unilateral Change Order for the Changes described therein and the Contractor shall be deemed to have knowingly waived any right or remedy to seek additional adjustments of the Contract Time or the Contract Price on account of Change(s) incorporated into such a Unilateral Change Order.

9.7. Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the District directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. The Contractor shall promptly commence and diligently complete any Change to the Work subject to a Construction Change Directive issued hereunder. The Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to a Construction Change Directive by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price for such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.7 is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by a Construction Change Directive hereunder. Upon completion of the Work directed by a Construction Change Directive, if the Contractor and District have not agreed on the extent of

adjustment of Contract Time and/or Contract Price for such Change, District shall issue a Unilateral Change Order pursuant to Article 9.6 hereof.

9.8. Contractor Notice of Changes. If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the District's Inspector, Project Manager and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the District's Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.8, any such adjustment shall be determined in accordance with the provisions of Articles 9.4.1 and 9.4.2.

9.9. Disputed Changes. In the event of any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

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

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

9.12. Unauthorized Changes. Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect and the District's Inspector in the manner and within the time set forth in Articles 9.2 or 9.6 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such

Work nor relieve the Contractor from any liability on account thereof.

Article 10. Separate Contractors

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

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

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

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

Article 11. Tests; Inspections; Observations

11.1. Contractor's Notice. If the Contract Documents, Laws or any public authority with jurisdiction over the Work require the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Project Manager and the District's Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. If any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

11.2. Cost of Tests and Inspections. The District will pay for fees, costs and expenses for the

initial tests/inspections of materials/equipment forming a part of the Work which are conducted at a location within a one hundred (100) mile radius of the Site. All fees, costs or expenses for subsequent tests/inspections or for tests/inspections conducted at a location situated more than a one hundred (100) mile radius from the Site (including without limitation, travel and travel-related expenses) shall be borne solely and exclusively by the Contractor. The District may deduct such fees, costs or expenses from any portion of the Contract Price then or thereafter due the Contractor.

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

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

11.5. Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect, District's Inspector and the Project Manager.

11.6. Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work. The Contractor shall be liable for delays to completion of the Work if the Contractor fails coordinate and schedule required tests, inspections or observations of the Work.

Article 12. Uncovering and Correction of Work

12.1. Inspection of the Work.

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

12.1.2. Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the

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

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

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

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

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

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

sufficient to cover such amount, the Contractor and the Surety shall promptly pay the difference to the District.

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

Article 13. Warranties

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

13.2. Warranty Work. If, within one (1) year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. If the Contractor fails or refuses to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by the Laws. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

13.3. Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution

and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

13.4. Survival of Warranties; Surety Obligations. The Contractor' warranty obligations hereunder shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract. The obligations of the Surety issuing the Performance Bond shall include assumption and discharge of the Contractor's warranty obligations if the Contractor fails or refuses to perform its warranty obligations hereunder in strict conformity herewith.

Article 14. Suspension of Work

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

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

Article 15. Termination

15.1. Termination for Cause.

15.1.1. District's Right to Terminate. The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time; (ii) the Contractor fails to substantially Complete the Work within the Contract Time; (iii) the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iv) the Contractor repeatedly fails to supply sufficient skilled workmen or sufficient quantities of suitable materials or equipment; (v) the Contractor repeatedly fails to make payments to any Subcontractor, Material Suppliers or others for labor, materials or equipment furnished in connection with the Work; (vi) the Contractor disregards the Laws or other requirements of any public entity having jurisdiction over the Work; (vii) if the Contractor disregards proper directives of the Architect, the Project Manager, the District's Inspector or District issued pursuant to the Contract Documents; (viii) if the Contractor performs Work which deviates from requirements of the Contract Documents and neglects or refuses to correct such Work; or (ix) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists

to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or the Laws.

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

15.1.3. Completion by the Surety. If the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work, in which case the rights and obligations of the District and the Surety shall be as set forth in the Performance Bond. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above, provided that such action of the District shall not operate to modify, diminish or otherwise affect the liability of the Contractor to the District under the Contract Documents or the Laws or the liability of the Surety to the District under the Performance Bond or the Laws.

15.1.4. Assignment and Assumption of Subcontracts. Upon termination pursuant to the foregoing, the District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and/or assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

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

15.1.6. Contractor and Surety Responsibility for Damages. The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for completion of the Work in accordance with requirements of the Contract Documents.

15.1.7. Conversion to Termination for Convenience. If the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the

provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.

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

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

Article 16. Miscellaneous

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

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

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

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

16.5. Severability. If any provision of the Contract Documents is deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction,

such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

16.6. No Assignment by Contractor. The Contractor shall not sublet or assign the Contract any obligation of the Contractor thereunder, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

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

16.8. Independent Contractor Status. The Contractor is an independent contractor to the District and not an agent or employee of the District.

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

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

16.11. Dispute Resolution; Arbitration.

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

16.11.2. JAMS Arbitration. Except as provided in Article 16.11.1, any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Work, the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by binding arbitration conducted by a JAMS arbitrator identified as having expertise in public works construction matters and in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of JAMS closest to the Site.

16.11.3. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If either the District or the Contractor assert that the other filed a Demand for Arbitration after expiration of the applicable statute of limitations, no arbitration proceeding shall be commenced until an action is filed in the Santa Clara County Superior Court seeking an adjudication of whether or not matters raised in the Demand for Arbitration are barred by the applicable statute of limitations and a judgment or an order in such action is rendered by the Santa Clara County Superior Court.

16.11.4. Consolidation of Multiple Demands for Arbitration. In the event more than one Demand for Arbitration is made by either the District or the Contractor, all such controversies shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor.

16.11.5. Third Parties. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the arbitrator.

16.11.6. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.

16.11.7. Arbitrator's Award. Notwithstanding Rule 24 of JAMS Comprehensive Arbitration Rules and Procedures, in accordance with California Code of Civil Procedure §1296, in any arbitration commenced hereunder, the arbitrator's award shall be supported by law and substantial evidence; the District and Contractor hereby expressly agree that a court shall, subject to California Code of Civil Procedure §1286.4, vacate the arbitrator's award if after review of the arbitrator's award it determines either that the arbitrator's award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing provisions, the arbitrator's award shall be final, binding and conclusive upon the District and the Contractor.

16.11.8. Costs. The expenses and fees of the arbitration and the arbitrator shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the arbitrator may award arbitration costs, consisting of arbitration expenses and the arbitrator's fees but excluding attorneys' fees, to the prevailing party.

16.11.9. Confirmation of Arbitration Award. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the Santa Cruz County Superior Court. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

16.11.10. Limitation on Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are proximately and directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. By executing the Agreement, the Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District including, without limitation,

damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents.

16.11.11. Inapplicability to Bid Bond. The provisions of this Article 16.11 shall not be applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond; all claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

16.11.12. Government Code Claims. All claims, demands, disputes, disagreements or other matters in controversy asserted by the Contractor against the District in a demand for arbitration filed pursuant to Article 16.11.2 or asserted by the Contractor against the District in any arbitration proceeding commenced pursuant to Article 16.11.2 above, shall be deemed a “suit for money or damages” under Government Code §900 et seq. An express condition precedent to the Contractor’s commencement of any legal action, including arbitration proceedings under Article 16.11.2, is the Contractor’s compliance with and exhaustion of remedies and procedures under Government Code §900 et seq, including without limitation, §§945.4, 945.6 and 946. Notwithstanding the dispute resolution and arbitration provisions set forth in Article 16 herein, all claims demands, disputes, disagreements or other matters in controversy asserted by the Contractor against the District seeking money or damages in any sum shall first be presented to the District’s Board of Trustees and acted upon or deemed rejected by the Board of Trustees in accordance with Government Code §900 et seq.

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

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

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

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

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

[END OF SECTION]

SPECIAL CONDITIONS

1. **Application of Special Conditions.** These Special Conditions form a part of the Contract Documents for the Work generally described as: **B13-05 Building 600 Renovation.**
2. **Contract Time.** The Contract Time for Substantial Completion of the Work is September 20, 2014 (124) days after the date for commencement of the Work, as set forth in the Notice to Proceed issued by or on behalf of the District to the Contractor.
3. **Liquidated Damages.** The per diem rate of Liquidated Damages for delayed Substantial Completion, delayed submission of Submittals and delayed completion of Punchlist shall be as set forth herein.
 - 3.1. Delayed Substantial Completion. If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work is One thousand dollars per day (\$1,000.00).
 - 3.2. Delayed Submission of Submittals. If the Contractor fails to submit a Submittals in accordance with the Submittal Schedule, the Contractor shall be liable to the District for Liquidated Damages for each delayed Submittal at the rate of Five hundred dollars (\$500.00) from the date that such Submittal was due to be submitted pursuant to the Submittal Schedule and the date that the Contractor actually submits the Submittal to the Architect.
 - 3.3. Delayed Punchlist. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed.
 - 3.4. Surety Liability. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for Liquidated Damages due from the Contractor.
4. **Copies of Agreement and Bonds.** The number of required executed copies of the Agreement is one (1) and the number of required executed copies of the Performance Bond, and the Payment Bond is one (1).
5. **Project Manager.** The Project Manager is Craig Bagley.
6. **District Furnished Drawings and Specifications.** Pursuant to Article 2.1.3 of the General Conditions, the District will furnish to the Contractor for use solely and exclusively in connection with performance of the Work five (5) copies of the Drawings and Specifications. Additional copies of the Drawings and Specifications may be reproduced by the Contractor at its cost and expense or may be obtained by the Contractor from the District at the cost of the District's reproduction plus ten percent (10%).
7. **Notice To Proceed; Commencement of Contract Time.** The Contractor shall commence Work and the Contract Time shall commence on the date stated in the Notice to Proceed for the commencement of the Work.
8. **Hours and Days of Work at the Site.**
 - 8.1. Work Hours/Days. Subject to limitations set forth elsewhere in the Contract Documents and below, the hours/days of Work at the Site are: 7am – 5pm Mondays through Fridays, except for holiday days.

- 8.2. Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii) when other special events or functions are scheduled. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site. The 2012 - 2013 Academic Calendar and the 2013 - 2014 Academic Calendar are attached hereto and incorporated herein for the Contractor's reference and use.

9. Contractor Personnel Parking. Personnel of the Contractor, Subcontractors and others performing Work at the Site will be allowed to park, with a valid District parking permit, in the parking spaces at a location designated by the District. Parking permit charges, if any, shall be borne and paid by the Contractor without adjustment of the Contract Price. The foregoing notwithstanding, the extent or location of parking for such personnel may be modified by the District as reasonably necessary to facilitate and accommodate necessary parking for the District's activities and functions in and about the Site. Neither the Contract Price nor the Contract Time shall be adjusted as a result of any such District modifications to the extent or location of parking.

10. Site Perimeter Fencing. The Contractor shall install a chain link fence with fabric privacy screen around the entire perimeter of the Site to prevent dust and debris being blown from the construction area into adjacent areas, including without limitation, adjacent streets and residential areas. Without adjustment of the Contract Time or the Contract Price the Contractor shall maintain all fencing in good condition and clear of any graffiti or damage. The Contractor shall remove or relocate such fencing as directed by the District or the Construction Manager.

11. Facilities/Services for Project Inspector. Pursuant to Article 4.14 of the General Conditions, during the Work, the Contractor shall provide/furnish the following facilities/services or other items for use by the Project Inspector: (tbd).

12. District Provided Temporary Utilities. Pursuant to Article 4.3.4 of the General Conditions, during the Contractor's performance of the Work, the District will provide utility services and a point of connection for electrical power, data, telephone and domestic potable water utility services. The connection and placement, relocation and removal of temporary distributions of the electrical power and domestic potable water utility service provided by the District will be by the Contractor at its cost and expense without adjustment of the Contract Price. The Contractor may use the temporary electrical power and domestic potable water service furnished by the District provided that: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. Notwithstanding any provision of the Contract Documents to the contrary, the Contractor shall not use District provided water supply in connection with any earthwork or grading operations; water supply for earthwork or grading operations shall be obtained by the Contractor, without adjustment of the Contract Time or the Contract Price, from an off-site source or mobile water delivery service. Further, notwithstanding the District's provision of a point of connection for the Contractor's telephone/data service at the Site, the Contractor is solely responsible for the payment of utility service charges therefor.

13. Mark-Ups on Changes to the Work. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

- 13.1. Subcontractor Performed Changes. For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Twelve Percent (12%). In addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.
- 13.2. Contractor Performed Changes. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).
- 13.3. Bond Premium Costs. In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor's actual bond premium rate or one percent (1%) of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.
- 13.4. Exclusions From Mark-Up of Actual Costs. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.

14. Rain Days. The Contractor's Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Rain Days set forth below; there shall be no adjustment to the Contract Time on account of unusually severe weather conditions resulting from rainfall until the actual number of Rain Days exceeds the number of Rain Days set forth. The Contractor's Construction Schedule shall incorporate the following number of Rain Days for each Calendar Month of the Contract Time set forth below:

Month	Rain Days
January	four (4)
February	four (4)
March	three (3)
April	two (2)
May	two (2)
June	none
July	none
August	none
September	none
October	two (2)
November	three (3)
December	four (4)

15. Deferred Approval Items. The following Deferred Approval Items are incorporated into and made a part of the Work: _____n/a_____. The Contractor is responsible for preparing all materials necessary for DSA review and approval of Deferred Approval Items without adjustment of the Contract Time or the Contract Price.

16. Insurance Coverages

16.1. Contractor Insurance. Pursuant to Article 6 of the General Conditions, the Contractor shall

obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Required

16.2. Subcontractor Insurance. Pursuant to Article 6 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

[END OF SECTION]

GUARANTEE

District: CABRILLO COMMUNITY COLLEGE DISTRICT
Project: **B13-05 Building 600 Renovation**
Contractor: _____

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

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

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety. The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor pursuant to the Laws.

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

Dated: _____

By: _____
(Signature)

(Typewritten or Handwritten Name)

Title: _____

[THIS PAGE INTENTIONALLY LEFT BLANK]

Fall 2012

Summer Sessions: June 18 - July 13 (4 week) and June 18 - July 27 (6 week)

Flex Days: August 20 -24

Fall Semester: August 27 - December 15

<p>July 2012</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	TH	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<p style="text-align: center;">July</p> <p>4 Holiday</p> <p><i>First 4-Week: 6/18 - 7/13</i> <i>6-Week: 6/18 - 7/27</i></p>							
S	M	T	W	TH	F	S																																												
1	2	3	4	5	6	7																																												
8	9	10	11	12	13	14																																												
15	16	17	18	19	20	21																																												
22	23	24	25	26	27	28																																												
29	30	31																																																
<p>August</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> </table>	S	M	T	W	TH	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		<p style="text-align: center;">August</p> <p><i>Flex Days -- August 20 - 24</i></p> <p>27 Fall Semester Begins</p>							
S	M	T	W	TH	F	S																																												
			1	2	3	4																																												
5	6	7	8	9	10	11																																												
12	13	14	15	16	17	18																																												
19	20	21	22	23	24	25																																												
26	27	28	29	30	31																																													
<p>September</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	TH	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30							<p style="text-align: center;">September</p> <p>3 Holiday: Labor Day</p>
S	M	T	W	TH	F	S																																												
						1																																												
2	3	4	5	6	7	8																																												
9	10	11	12	13	14	15																																												
16	17	18	19	20	21	22																																												
23	24	25	26	27	28	29																																												
30																																																		
<p>October</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </table>	S	M	T	W	TH	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				<p style="text-align: center;">October</p>							
S	M	T	W	TH	F	S																																												
	1	2	3	4	5	6																																												
7	8	9	10	11	12	13																																												
14	15	16	17	18	19	20																																												
21	22	23	24	25	26	27																																												
28	29	30	31																																															
<p>November</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td></tr> </table>	S	M	T	W	TH	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		<p style="text-align: center;">November</p> <p>12 Holiday - Veterans Day 22-23 Thanksgiving Holiday: no classes</p>							
S	M	T	W	TH	F	S																																												
				1	2	3																																												
4	5	6	7	8	9	10																																												
11	12	13	14	15	16	17																																												
18	19	20	21	22	23	24																																												
25	26	27	28	29	30																																													
<p>December</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	TH	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						<p style="text-align: center;">December</p> <p><i>Final Exams -- 12/10 - 12/15</i> <i>15 End of Fall Semester</i> 24 CCEU negotiated holiday: college closed 25 Holiday 26 - 31 Board Holidays: college closed</p>
S	M	T	W	TH	F	S																																												
						1																																												
2	3	4	5	6	7	8																																												
9	10	11	12	13	14	15																																												
16	17	18	19	20	21	22																																												
23	24	25	26	27	28	29																																												
30	31																																																	

Spring 2013

Wintersession: suspended (or Jan 2 - 29 if suspension is lifted)

Flex Days: February 4 - 7

Spring Semester: Feb 11 - June 8

<p style="text-align: center;">January 2013</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td style="border: 1px solid black;">1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> </tr> <tr> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> </tr> <tr> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> </tr> <tr> <td>20</td> <td style="border: 1px solid black;">21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> </tr> <tr> <td>27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p style="text-align: center;">January</p> <p>1 Holiday: New Year's Day Wintersession -- suspended (or Jan 2 - 29 if not suspended)</p> <p>21 Holiday: MLK</p>							
S	M	T	W	TH	F	S																																												
		1	2	3	4	5																																												
6	7	8	9	10	11	12																																												
13	14	15	16	17	18	19																																												
20	21	22	23	24	25	26																																												
27	28	29	30	31																																														
<p style="text-align: center;">February</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> </tr> <tr> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td style="border: 1px solid black;">8</td> <td>9</td> </tr> <tr> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> </tr> <tr> <td>17</td> <td style="border: 1px solid black;">18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> </tr> <tr> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28			<p style="text-align: center;">February</p> <p>Flex Days -- Feb 4 - 7</p> <p>8 Holiday: Lincoln Day Observed</p> <p>11 Spring Semester begins</p> <p>18 Holiday: Washington</p>							
S	M	T	W	TH	F	S																																												
					1	2																																												
3	4	5	6	7	8	9																																												
10	11	12	13	14	15	16																																												
17	18	19	20	21	22	23																																												
24	25	26	27	28																																														
<p style="text-align: center;">March</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> </tr> <tr> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> </tr> <tr> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> </tr> <tr> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> </tr> <tr> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td>29</td> <td>30</td> </tr> <tr> <td>31</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							<p style="text-align: center;">March</p>
S	M	T	W	TH	F	S																																												
					1	2																																												
3	4	5	6	7	8	9																																												
10	11	12	13	14	15	16																																												
17	18	19	20	21	22	23																																												
24	25	26	27	28	29	30																																												
31																																																		
<p style="text-align: center;">April</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td style="border: 1px solid black;">1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td style="border: 1px solid black;">6</td> </tr> <tr> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> </tr> <tr> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> </tr> <tr> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> </tr> <tr> <td>28</td> <td>29</td> <td>30</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					<p style="text-align: center;">April</p> <p>Spring Break -- April 1 - April 6</p>							
S	M	T	W	TH	F	S																																												
	1	2	3	4	5	6																																												
7	8	9	10	11	12	13																																												
14	15	16	17	18	19	20																																												
21	22	23	24	25	26	27																																												
28	29	30																																																
<p style="text-align: center;">May</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>1</td> <td>2</td> <td>3</td> <td>4</td> </tr> <tr> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> </tr> <tr> <td>12</td> <td>13</td> <td>14</td> <td>15</td> <td>16</td> <td>17</td> <td>18</td> </tr> <tr> <td>19</td> <td>20</td> <td>21</td> <td>22</td> <td>23</td> <td>24</td> <td>25</td> </tr> <tr> <td>26</td> <td style="border: 1px solid black;">27</td> <td>28</td> <td>29</td> <td>30</td> <td>31</td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		<p style="text-align: center;">May</p> <p>27 Holiday: Memorial Day</p>							
S	M	T	W	TH	F	S																																												
			1	2	3	4																																												
5	6	7	8	9	10	11																																												
12	13	14	15	16	17	18																																												
19	20	21	22	23	24	25																																												
26	27	28	29	30	31																																													
<p style="text-align: center;">June</p> <table border="1"> <thead> <tr> <th>S</th> <th>M</th> <th>T</th> <th>W</th> <th>TH</th> <th>F</th> <th>S</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>1</td> </tr> <tr> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> </tr> <tr> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>13</td> <td>14</td> <td>15</td> </tr> <tr> <td>16</td> <td>17</td> <td>18</td> <td>19</td> <td>20</td> <td>21</td> <td>22</td> </tr> <tr> <td>23</td> <td>24</td> <td>25</td> <td>26</td> <td>27</td> <td>28</td> <td>29</td> </tr> <tr> <td>30</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S	M	T	W	TH	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30							<p style="text-align: center;">June</p> <p>Spring Finals -- June 3 - June 7</p> <p>7 Graduation</p> <p>8 End of Spring Semester</p> <p>Summer 2013: TBD</p>
S	M	T	W	TH	F	S																																												
						1																																												
2	3	4	5	6	7	8																																												
9	10	11	12	13	14	15																																												
16	17	18	19	20	21	22																																												
23	24	25	26	27	28	29																																												
30																																																		

Fall 2013

Summer Sessions: June 17- July 12 (4 week) and June 17 - July 26 (6 week); July 15 - Aug 9 (2nd 4 week, if needed)

Flex Days: August 26 - 30

Fall Semester: September 3 - December 21

<p>July 2013</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </table>	S	M	T	W	TH	F	S		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31				<p style="text-align: center;">July</p> <p>4 Holiday</p> <p><i>First 4-Week: 6/17 - 7/12</i> <i>6-Week: 6/17 - 7/26</i> <i>(Second 4-Week, if needed: 7/15 - 8/9)</i></p>
S	M	T	W	TH	F	S																																					
	1	2	3	4	5	6																																					
7	8	9	10	11	12	13																																					
14	15	16	17	18	19	20																																					
21	22	23	24	25	26	27																																					
28	29	30	31																																								
<p>August</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </table>	S	M	T	W	TH	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	<p style="text-align: center;">August</p> <p><i>Flex Days -- August 26 - 30</i></p>
S	M	T	W	TH	F	S																																					
				1	2	3																																					
4	5	6	7	8	9	10																																					
11	12	13	14	15	16	17																																					
18	19	20	21	22	23	24																																					
25	26	27	28	29	30	31																																					
<p>September</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	TH	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						<p style="text-align: center;">September</p> <p>2 Holiday: Labor Day 3 Fall Semester Begins</p>
S	M	T	W	TH	F	S																																					
1	2	3	4	5	6	7																																					
8	9	10	11	12	13	14																																					
15	16	17	18	19	20	21																																					
22	23	24	25	26	27	28																																					
29	30																																										
<p>October</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </table>	S	M	T	W	TH	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p style="text-align: center;">October</p>
S	M	T	W	TH	F	S																																					
		1	2	3	4	5																																					
6	7	8	9	10	11	12																																					
13	14	15	16	17	18	19																																					
20	21	22	23	24	25	26																																					
27	28	29	30	31																																							
<p>November</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> </table>	S	M	T	W	TH	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	<p style="text-align: center;">November</p> <p>11 Holiday - Veterans Day</p> <p>28 Thanksgiving Holiday: no classes 29 Board Holiday: no classes</p>
S	M	T	W	TH	F	S																																					
					1	2																																					
3	4	5	6	7	8	9																																					
10	11	12	13	14	15	16																																					
17	18	19	20	21	22	23																																					
24	25	26	27	28	29	30																																					
<p>December</p> <table border="1"> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>TH</td><td>F</td><td>S</td></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </table>	S	M	T	W	TH	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<p style="text-align: center;">December</p> <p><i>Final Exams -- 12/16 - 12/21</i></p> <p>21 End of Fall Semester</p> <p>24 CCEU negotiated holiday: college closed</p> <p>25 Holiday</p> <p>26 - 31 Board Holidays: college closed (4 days)</p>
S	M	T	W	TH	F	S																																					
1	2	3	4	5	6	7																																					
8	9	10	11	12	13	14																																					
15	16	17	18	19	20	21																																					
22	23	24	25	26	27	28																																					
29	30	31																																									

