

CONSTRUCTION SERVICES AGREEMENT FORM

(CUPCCAA Projects)

THIS AGREEMENT, entered into this _____ day of _____ in the year _____ in the County of Orange of the State of California, by and between the Rancho Santiago Community College District, hereinafter called the "DISTRICT", and _____, hereinafter called the "CONTRACTOR".

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

ARTICLE I - SCOPE OF WORK

1.1 Description of Work: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the following construction, reconstruction, erection, alteration, renovation, improvement, demolition and/or repair work for the following: **QUO15.001 Child Development Center Renovation at Santa Ana College and Santiago Canyon College** (hereinafter called the "PROJECT"), as further described in CONTRACTOR's Scope of Work, attached as **Exhibit "A"**, if any.

(a) The CONTRACTOR shall be responsible for cutting, fitting, or patching to complete the work and to make all parts fit together properly. When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to DISTRICT. All costs caused by defective or ill-timed work shall be borne by CONTRACTOR. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

(b) CONTRACTOR at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. CONTRACTOR shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Upon completion of work, CONTRACTOR shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration; CONTRACTOR shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the work, CONTRACTOR shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. CONTRACTOR shall remove rubbish and debris resulting from the work on a daily basis. CONTRACTOR shall maintain the structures and site in a clean and orderly condition at all times until acceptance of the PROJECT by the DISTRICT. CONTRACTOR shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

1.2 CONTRACTOR's Certifications, Representations and Warranties: CONTRACTOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT and CONTRACTOR acknowledges and agrees that the DISTRICT, in deciding to engage CONTRACTOR pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of CONTRACTOR's engagement hereunder:

(a) CONTRACTOR is qualified in all respects to provide to the DISTRICT all of the services contemplated by this Agreement and, to the extent required by any applicable laws, CONTRACTOR has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such services as are called for hereunder.

(b) CONTRACTOR, in providing the services and in otherwise carrying out its obligations to the DISTRICT under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and equal protection and non-discrimination laws.

1.3 If necessary, the DISTRICT shall employ one or more project inspectors approved by the Division of the State Architect ("DSA"). The Inspector(s) shall be assigned to the work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24.

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

(b) The Inspector shall have the authority to reject work whenever provisions of the Contract are not being complied with, and CONTRACTOR shall immediately address and rectify all rejected work. In addition, the Inspector may stop any work that poses a probable risk of harm to persons or property. The CONTRACTOR shall instruct its employees, subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the work shall not relieve the CONTRACTOR from any of its obligations pursuant to the Contract.

(c) CONTRACTOR shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically give the Special Inspector fourteen (14) days to post to the DSA website. CONTRACTOR is responsible for delays and for failure to plan. For some Projects, there may be a need to incrementally install certain assemblies. It is up to CONTRACTOR to identify areas and assemblies that may be constructed incrementally. CONTRACTOR must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13-01 for further discussion.

(d) CONTRACTOR is required to meet all DSA inspection requirements and specifically the requirements related to the DSA 152 Inspection Card. To help CONTRACTOR plan its operations, CONTRACTOR is directed to study the current version of the DSA 152 Inspection Card Manual identifying the exact steps the Inspector is to follow in the review and sign off process for the DSA 152. The DSA 152 Inspection Card Manual provides specific detail as to the order of operations, review items and compliance items beyond the Specifications and Plans which are reviewed for DSA compliance. The most current version of this manual is located at <http://www.documents.dgs.ca.gov/dsa/forms>. CONTRACTOR is also specifically directed to the time periods for posting of Special Inspection Reports and Inspector Notifications under DSA PR 13-01 since the timing of Inspection shall not be considered a governmental entity related delay. Any references to any DSA forms, documents or requirements herein shall be construed to incorporate any updates, supplements, or additions created by DSA. CONTRACTOR shall be required to meet the latest DSA requirements applicable to the Project throughout the Project.

(e) If necessary, it is the CONTRACTOR's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). As applicable, CONTRACTOR must make timely

requests for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website.

(f) Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the CONTRACTOR's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website. Inspector may collaborate with CONTRACTOR about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with CONTRACTOR to present incremental approval proposals to DSA.

(g) DSA may issue a Stop Work Order, or an Order to Comply, when either 1) the work proceeds without DSA approval; 2) the work proceeds without a DSA Inspector of Record, or 3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 81133.5, the DISTRICT shall not be held liable in any action filed against the DISTRICT for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the DISTRICT is the basis for the issuance of the Stop Work Order. Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of Automatic Fire Sprinkler Systems without approved Plans, covering Work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).

1.4 Unless personally present on the PROJECT site where the work is being performed, the CONTRACTOR shall keep on the work at all times during its progress a competent construction Superintendent satisfactory to the DISTRICT. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the PROJECT and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the DISTRICT. The Superintendent shall represent the CONTRACTOR in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the DISTRICT or any other DISTRICT representative. All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No work shall begin on any day by any Subcontractor or other person on the PROJECT site until the Superintendent has arrived, or shall any work continue during the day after the Superintendent has departed from the PROJECT site. The Superintendent shall have authority to bind CONTRACTOR through the Superintendent's acts. The Superintendent shall represent the CONTRACTOR, and communications given to the Superintendent shall be binding on the CONTRACTOR. Before commencing the work, CONTRACTOR shall give written notice to DISTRICT and Architect (if applicable) of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT in writing. CONTRACTOR shall provide a replacement superintendent approved by the DISTRICT prior to performing additional work. DISTRICT shall have the right, but not the obligation, to require the removal from the PROJECT of any superintendent, staff member, agent, or employee of any CONTRACTOR, Subcontractor, material, or equipment supplier.

ARTICLE 2 - TIME OF COMPLETION

The CONTRACTOR shall substantially complete all work under this Agreement within **32 calendar days** from receipt of the Notice to Proceed from the DISTRICT. Final completion shall be reached within thirty (30) calendar days, in accordance with Article 9. It is expressly understood that time is of the essence.

Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: 1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items

(See Article 9); 2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, if applicable, all building systems including mechanical, electrical and plumbing are all functioning; and 3) the Project is fit for occupancy and its intended use.

Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. In most cases, the recording of a Notice of Completion shall represent Completion of the Project.

Contractor shall provide a Critical Path Method (CPM) schedule upon request of the District within seven (7) calendar days of issuance of the Notice to Proceed.

ARTICLE 3 - LIQUIDATED DAMAGES

It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of **ONE THOUSAND DOLLARS (\$1,000.00)** per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for substantial completion as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the Contract Documents.

ARTICLE 4 - CONTRACT PRICE

4.1 Contract Price. The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions, the sum of _____ (\$), said sum being the total amount stipulated by the parties.

4.2 Cost Breakdown

(a) Required Information

Contractor shall furnish the following:

A. Within ten (10) days after Notice to Proceed, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for each Project, Site, building, milestone or other meaningful method to measure the level of Project Completion as determined by the District shall be submitted as a Submittal for the Project;

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

C. Within ten (10) days after Notice to Proceed, address, telephone number, telecopier number, California State Contractors License number, classification and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

(b) Information and Preparation of Schedule of Values

A. Break Down of Schedule of Values. Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District.

B. Based on Contractor Bid Costs. The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

C. Largest Dollar Value for Each Line Item. Identify subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less.

D. Allowances. Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

E. Labor and Materials Shall Be Separate. Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

(c) District Approval Required

The District shall review all submissions received pursuant to Paragraph 9.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

4.3 Progress Payments

(a) Payments to Contractor. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

A. The aggregate cost of materials stored off-site shall not exceed Fifteen Thousand Dollars (\$15,000) at any time or as otherwise agreed to be District in writing;

B. Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;

C. With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

D. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;

E. Representatives of the District shall have the right to make inspections of the storage areas at any time; and

F. Such materials shall be 1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; 2) specifically marked for use on the Project; and 3) segregated from other materials at the storage facility.

(b) Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays. Contractor understands that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor Vendors or by other means. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

(c) No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 that:

"It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties...In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders."

Notwithstanding any payment, the District may enforce each and every provision of this Contract which includes, but is not limited to, the Performance Bond and Payment Bond. The District may correct any error subsequent to any payment. In no event shall the Contractor or the Surety be released or exonerated from performance under this Contract when the District overpays the Contractor based upon any mistake, inaccuracy, error or falsification in any estimate that is included in any Request for Payment.

(d) Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Paragraph 4.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the

Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." District's return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention. The foregoing representations are subject to 1) an evaluation of the Work for conformance with the Contract Documents, 2) results of subsequent tests and inspections, 3) minor deviations from the Contract Documents correctable prior to completion, and 4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute the Contractor's Verified representation that the Contractor is entitled to payment in the amount certified.

(e) Payment of Undisputed Contract Payments

In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts (including all Progress Payments, Final Payments or Retention Payment) is contingent upon submission of a proper and accurate Pay Application and the Contractor furnishing the District with a release of all Claims against the District related to such undisputed amounts. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any Claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion.

4.4 Applications for Progress Payments

(a) Procedure

A. Application for Progress. On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be supported by the following or such portion thereof as Architect requires:

- i. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- ii. The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- iii. The balance that will be due to each of such entities after said payment is made;
- iv. A certification that the As-Built Drawings and Annotated Specifications are current;
- v. Itemized breakdown of Work done for the purpose of requesting partial payment;
- vi. An updated construction schedule in conformance with Article 2;
- vii. Failure to submit a schedule update for the month or any previous month
- viii. The additions to and subtractions from the Contract Price and Contract Time;
- ix. A summary of the Retention held;
- x. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

- xi. The percentage of completion of the Contractor's Work by line item; and
- xii. An updated Schedule of Values from the preceding Application for Payment.
- xiii. Prerequisites for Progress Payments

B. First Payment Request. The following items, if applicable, must be completed before the first payment request will be accepted for processing:

- i. Installation of the Project sign;
- ii. Receipt by Architect of Submittals;
- iii. Installation of field office;
- iv. Installation of temporary facilities and fencing;
- v. Submission of documents listed in the Paragraph 4.2 relating to Cost Breakdown;
- vi. Preliminary schedule analysis, due within seven (7) days after Notice to Proceed;
- vii. Contractor's Construction Schedule (Progress Schedule to be CPM based in conformance with Article 2);
- viii. Schedule of unit prices, if applicable;
- ix. Submittal Schedule;
- x. Copies of necessary permits;
- xi. Copies of authorizations and licenses from governing authorities;
- xii. Initial progress report;
- xiii. Surveyor qualifications;
- xiv. Written acceptance of District's survey of rough grading, if applicable;
- xv. List of all subcontractors, with names, license numbers, telephone numbers, and scope of work;
- xvi. All bonds and insurance endorsements; and
- xvii. Resumes of General Contractor's Project Manager, and if applicable, job site Secretary, Record Documents Recorder, and job site Superintendent.

C. Second Payment Request. The second payment request will not be processed until all Submittals and Shop Drawings have been accepted for review by the Architect.

D. All Payment Requests. No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 2 is submitted.

E. Final Pay Application (95%). See Article 9.4(c).

4.5 Warranty of Title. The CONTRACTOR warrants title to all work. The CONTRACTOR further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the CONTRACTOR, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the PROJECT. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's Payment and Performance Bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the PROJECT or any DISTRICT property, by any entity which has supplied material or services at the request of the CONTRACTOR, CONTRACTOR shall promptly, on demand by DISTRICT and at CONTRACTOR's and own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately. If the CONTRACTOR fails to furnish to the DISTRICT within ten (10) calendar days after demand by the DISTRICT, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then DISTRICT may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by DISTRICT from any sum payable to CONTRACTOR under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 5, and shall act as a trigger under Civil Code section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made. Any withholdings by the District for stop notices in accordance with Civil Code section 9358 shall not be a basis by the Contractor to make a Claim for interest penalties under Public Contract Code sections 7107.

4.6 Reasons to Withhold Payment. The DISTRICT may withhold payment, in whole, or in part, to such extent as may be necessary to protect the DISTRICT from loss because of, but not limited to:

- (a) Defective work not remedied;
- (b) Stop notices served upon the DISTRICT;
- (c) Liquidated damages assessed against the CONTRACTOR;
- (d) Damage to the DISTRICT or other contractor;
- (e) Unsatisfactory prosecution of the work by the CONTRACTOR;
- (f) Failure of the CONTRACTOR to prosecute the work in a timely manner.
- (g) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- (h) Failure to properly maintain or clean up the Site;
- (i) Payments to indemnify, defend, or hold harmless the DISTRICT;
- (j) If required, failure to obtain proper inspection and approval of the Project components as required by DSA and the Project Inspector demonstrated by an incomplete DSA Form 152 Inspection Care or a Notice of Deviation (DSA Form 154); or
- (j) Failure to pay Subcontractor or suppliers.

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

ARTICLE 5 - HOLD HARMLESS & INDEMNITY

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

of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

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

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

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

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

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

CONTRACTOR's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the CONTRACTOR or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

5.3 The indemnity requirements described herein Article 5 is intended to apply during the period of CONTRACTOR's performance under this Contract and shall survive the expiration or termination of this Contract.

ARTICLE 6 - CONTRACTOR'S INSURANCE

6.1 Insurance Requirements. Before the commencement of the work on the Project ("Work"), the CONTRACTOR shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the DISTRICT from claims set forth below, which may arise out of or result from the CONTRACTOR's Work under the Contract and for which the CONTRACTOR may be legally liable, whether such Work are by the

CONTRACTOR, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the CONTRACTOR under the Contract Documents:

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person DISTRICT would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- (e) Claims involving contractual liability applicable to the CONTRACTOR's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent CONTRACTORS' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

6.2 Additional Insured Endorsement Requirements. The CONTRACTOR shall name, on any policy of insurance required under Article 6.1, the DISTRICT, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the CONTRACTOR, the DISTRICT, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the DISTRICT in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the CONTRACTOR pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the DISTRICT. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

(a) **General Liability Insurance.** Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

- (a) Per occurrence (combined single limit) \$2,000,000.00
- (b) Project Specific Aggregate (for this project only) \$2,000,000.00

(c) Products and Completed Operations	.....	\$2,000,000.00
(d) Personal and Advertising Injury Limit	.....	\$1,000,000.00
 (b) <u>Insurance Covering Special Hazards</u>		

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

(a) Automotive and truck where operated in amounts	.....	\$1,000,000.00
(b) Material Hoist where used in amounts	.....	\$1,000,000.00
(c) Explosion, Collapse and Underground (XCU coverage)	.....	\$1,000,000.00
(d) Hazardous Materials	.....	\$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

6.4 Workers' Compensation Insurance. During the term of this Contract, the CONTRACTOR shall provide workers' compensation and employer's liability insurance for all of the CONTRACTOR's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the CONTRACTOR's Work is subcontracted, the CONTRACTOR shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the CONTRACTOR's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the CONTRACTOR shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The CONTRACTOR shall file with the DISTRICT certificates of insurance as required under this Article and in compliance with Labor Code § 3700.

6.5 Fire Insurance. Before the commencement of the Work, the CONTRACTOR shall procure, maintain, and cause to be maintained at the CONTRACTOR's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the DISTRICT. This requirement may be waived upon confirmation by the DISTRICT that such coverage is provided under the Builder's Risk Insurance being provided.

6.6 Automobile Insurance. The DISTRICT, Architect and Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the DISTRICT, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR's scheduled underlying coverage. Any insurance or self-insurance maintained by the DISTRICT, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the CONTRACTOR's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the DISTRICT, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the CONTRACTOR. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

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

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

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

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

ARTICLE 7 - PREVAILING WAGES

Wage rates for this PROJECT shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations. The following are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein:

- (a) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.);
- (b) California Code of Regulations, Title 8, Chapter 8, Subchapters 3-6 (Section 16000 et seq.); and

ARTICLE 8 - TERMINATION OF THE CONTRACT

8.1 Termination for Cause. The DISTRICT may terminate the CONTRACTOR and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;

- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors;
- (f) CONTRACTOR fails to follow the inspection procedure required by DSA or takes actions to delay or frustrate the inspection process; or
- (g) Otherwise is in substantial breach of a provision of the Contract Documents.

8.2 Notification of Termination. When any of the above reasons set forth in Article 8.1 above exists, the DISTRICT may, without prejudice to any other rights or remedies of the DISTRICT and after giving the CONTRACTOR and the CONTRACTOR's surety (if applicable) written notice of five (5) days, terminate the CONTRACTOR and/or this Contract and may, subject to any prior rights of the surety (if applicable):

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

8.3 Payments Withheld. If the DISTRICT terminates the Contract for one of the reasons stated in Article 8.1 above, the CONTRACTOR shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the PROJECT shall be the responsibility of the CONTRACTOR and/or its surety (if applicable).

8.4 Payments Upon Completion. If the unpaid balance of the Contract Sum exceeds costs of completing the PROJECT, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the DISTRICT. This payment obligation shall survive completion of the Contract.

8.5 Termination for Convenience. DISTRICT may terminate the Contract upon fifteen (15) calendar days of written notice to the CONTRACTOR and use any reasonable method the DISTRICT deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the DISTRICT or CONTRACTOR make it impossible or against the DISTRICT's interest to complete the Project. In such a case, the CONTRACTOR shall have no Claims against the DISTRICT except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). CONTRACTOR acknowledges and agrees that if the DISTRICT (in its sole and absolute discretion) decides to takeover completion of the Project, the CONTRACTOR agrees to immediately assign all subcontracts to the DISTRICT which the DISTRICT has chosen to accept.

8.6 In the event of a dispute between the DISTRICT and CONTRACTOR, the CONTRACTOR shall proceed diligently with performance of the Contract, and the DISTRICT shall continue to make any undisputed payments in accordance with the Contract. If the dispute is not resolved informally, CONTRACTOR agrees it will neither

rescind the Contract nor stop the progress of the work, but CONTRACTOR's sole remedy shall be to comply with the Dispute procedure set forth in Section 34 of the Terms and Conditions to Contract.

ARTICLE 9 - COMPLETION OF THE WORK

9.1 Close-Out Procedures

(a) *Incomplete Punch Items.* When the CONTRACTOR considers the Work Substantially Complete (See Article 2 for definition of Substantially Complete), the CONTRACTOR shall prepare and submit to the DISTRICT a comprehensive list of minor items to be completed or corrected (hereinafter "Incomplete Punch Items"). The CONTRACTOR and/or its Subcontractors shall proceed promptly to complete and correct the Incomplete Punch Items listed. Failure to include an item on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents. CONTRACTOR is aware that Title 24 Section 4-343(a) provides:

"RESPONSIBILITIES. IT IS THE DUTY OF THE CONTRACTOR TO COMPLETE THE WORK COVERED BY HIS OR HER CONTRACT IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS THEREFOR. THE CONTRACTOR IN NO WAY IS RELIEVED OF ANY RESPONSIBILITY BY THE ACTIVITIES OF THE ARCHITECT, ENGINEER, INSPECTOR OR DSA IN THE

If any of the conditions noted in Article 2 as defining Substantial Completion are not met, the Inspector, Architect or District may reject CONTRACTOR's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector, Architect, and/or DISTRICT determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector, Architect, and/or DISTRICT shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the Plans and Specifications so the Project may be completed by the CONTRACTOR and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

(b) *Time for Completion of Punch List.* CONTRACTOR shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period CONTRACTOR Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then CONTRACTOR shall issue a valued Punch List within 5 days after the date the Punch List time ends. If CONTRACTOR does not issue such a list, the DISTRICT or Architect may issue a valued Punch List to the CONTRACTOR and withhold up to 150% of the value of the Punch List Work.

Failure to issue a timely written request for additional time to complete Punch List shall result in the deletion of the remaining Punch List Work and the issuance of a Deductive Change Order.

A. *Extension of Time to Complete Punch List.* If CONTRACTOR cannot finish the Punch List Work during the time period allotted under Article 9.1(b), the CONTRACTOR may make a written request for a Non-Compensable Punch List time extension accompanied by an estimate of the number of additional days it will take to complete the Punch List Work for a written consent from the DISTRICT to allow continued Punch List Work. Punch List time extensions are

a maximum of thirty (30) days for each request and must be accompanied by an Itemized Valued Punch List.

B. If there is no valued Punch List accompanying any request or if CONTRACTOR intends to undertake Punch List without the continued support and supervision of its Superintendent and Project Manager, the DISTRICT, Construction Manager or Architect may issue a valued Punch List, reject the Punch List Time Extension and deduct 150% of the valued Punch List and proceed to Close-Out the Project. CONTRACTOR shall cease work on the Project and proceed to complete CONTRACTOR's Retention Payment Application and complete the Work for the Project required pursuant to Article 9.4(c).

(c) *DISTRICT Rejection of Written Request for Punch List Time Extensions.* Following sixty (60) Days of Punch List under Article 9.1(b), the DISTRICT has the option of rejecting Punch List Time Extension requests. The DISTRICT may deduct the value of remaining Punch List Work. If the DISTRICT rejects the Punch List Time Extension request then CONTRACTOR shall cease Work on the Project and proceed to Final Inspection pursuant to Article 9.4(b).

(d) *Punch List Liquidated Damages to Compensate for Added DISTRICT Project Costs.* If the total time utilized for Punch List exceeds sixty (60) days [the thirty (30) day period under Article 9.1(b) plus an additional thirty (30) day period that has been requested in writing], and the DISTRICT grants an additional written Punch List Time Extension that exceeds sixty (60) days of Punch List, then Contractor shall be charged liquidated damages in accordance with Article 3 for continued Punch List Work to compensate for an Inspector, Architect, and/or Construction Manager's extended time on the Project.

CONTRACTOR received thirty (30) days without any charges for Punch List Liquidated Damages and is placed on notice pursuant to this Article and dollar amount indicated in Article 3 is due for each day of Punch List that exceeds sixty (60) days. Starting at ninety (90) days of Punch List (an excessive number of days to complete Punch List), the DISTRICT shall be entitled to adjust Punch List Liquidated Damages to an estimate of the actual costs incurred to oversee, monitor and inspect the Punch List. If costs exceed the amount indicated in Article 3 per day, the anticipated extended contract charges for Inspection, Architect, Construction Manager, and any other costs that will be incurred due to the extended Punch List shall be itemized and a daily rate of Punch List Liquidated Damages shall be presented in writing to the CONTRACTOR within five (5) days following the receipt of a written request for Punch List time extension by the CONTRACTOR that extends the Punch List time beyond ninety (90) days. This written notice of actual Punch List Liquidated Damages may be provided to the CONTRACTOR at any time following the first written request for Punch List Time extension requested under Article 9.1(b). The Adjusted Actual Punch List Liquidated Damage amount shall be applicable as Punch List Liquidated Damages commencing on the ninetieth (90th) day of Punch List.

9.2 Close-Out Requirements for Final Completion of the Project

(a) Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete, and ready for use. Service connections shall be made and existing services reconnected.

(b) As-Builts Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record drawings.

A. CONTRACTOR is liable and responsible for inaccuracies in As-Built drawings, even if they become evident at some future date.

B. Upon completion of the Work and as a condition precedent to approval of Retention Payment, CONTRACTOR shall obtain the Inspector's (or DISTRICT when there is no Project Inspector) approval of the "As-Built" information. When completed, CONTRACTOR shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the DISTRICT.

C. DISTRICT may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the CONTRACTOR does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As-Built Drawing.

(c) Any Work not installed as originally indicated on Drawings.

(d) All DSA Close-Out requirements (See DSA Certification Guide) CONTRACTOR is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.

(e) Submission of Form 6-C. CONTRACTOR shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The CONTRACTOR understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by CONTRACTOR and utilized to verify under penalty of perjury that the Work performed by CONTRACTOR complies with the DSA approved Contract Documents. The failure to file a DSA Form 6-C has two consequences. First, the Construction of the Project will not comply with the Design Immunity Provisions of Government Code Section 830.6 and exposes the DISTRICT and the individual Board members to Personal Liability for injuries that occur on the Project.

Secondly, under DSA IR A-20, since the Project cannot be certified by DSA, no future or further Projects will be authorized so CONTRACTOR will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6-C.

A. Execution of the DSA Form 6-C is mandatory. Refusal to Execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code Section 81144 and shall be referred to the Attorney General for Prosecution.

B. Referral to the DISTRICT Attorney for Extortion. If the CONTRACTOR's refusal to execute the DSA Form 6-C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the DISTRICT Attorney for prosecution for Extortion.

C. CONTRACTOR shall be Responsible for All Costs to Certify the Project. The DISTRICT may certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the CONTRACTOR's responsibility and the DISTRICT reserves its right to institute legal action against the CONTRACTOR and CONTRACTOR's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.

(f) Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and Drawings shall be bound in 8½" x 11" binders. Provide a table of contents in

front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

A. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.

(g) Inspection Requirements. Before calling for final inspection, CONTRACTOR shall determine that the following Work has been performed:

- A. The Work has been completed.
- B. Mechanical and electrical Work complete, fixtures in place, connected and tested.
- C. Electrical circuits scheduled in panels and disconnect switches labeled.
- D. Painting and special finishes complete.
- E. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order.
- F. Tops and bottoms of doors sealed.
- G. Floors waxed and polished as specified.
- H. Broken glass replaced and glass cleaned.
- I. Grounds cleared of CONTRACTOR's equipment, raked clean of debris, and trash removed from Site.
- J. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.
- K. Finished and decorative work shall have marks, dirt and superfluous labels removed.
- L. Final cleanup.
- M. All Work pursuant to Article 9.4.
- N. Furnish a letter to DISTRICT stating that the DISTRICT's Representative or other designated person or persons have been instructed in working characteristics of mechanical and electrical equipment.

9.3 Costs of Multiple Inspections

More than two (2) requests of the DISTRICT to make inspections required under Paragraph 9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the CONTRACTOR's responsibility and all subsequent costs will be prepared as a Deductive Change Order.

9.4 Completion and Final Payment

(a) Final Payment (95% Billing). The following items must be completed before the Final Pay Application will be accepted for processing at Substantial Completion of the Project:

- A. Inspector Sign off of each item in the DSA 152 Project Inspection Card;
- B. The Project has reached the Punch List items under Article 9.1(a) and the Project has been determined to be Substantially Complete under Article 2;

- C. Removal of temporary facilities and services;
- D. Testing, adjusting and balance records are complete;
- E. Removal of surplus materials, rubbish, and similar elements;
- F. Changeover of Door locks;
- G. Deductive items pursuant to Article 4; and,
- H. Completion and submission of all final Change Orders for the Project.

(b) Final Inspection (Punch List Completion)

CONTRACTOR shall comply with Punch List procedures under Article 9.1(a), and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall CONTRACTOR demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 9.1, the CONTRACTOR shall notify the DISTRICT and Architect, who shall again inspect such Work. If the Architect and the DISTRICT finds the Work contained in Punch List acceptable under the Contract Documents and, therefore, the Work shall have reached Final Completion. Architect shall notify CONTRACTOR, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 4, including but not limited to incomplete Punch List items under Article 9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The DISTRICT shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the CONTRACTOR in writing of reasons why the Work is not complete. Upon acceptance of the Work of the CONTRACTOR as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the DISTRICT shall record a Notice of Completion with the County Recorder, and the CONTRACTOR shall, upon receipt of payment from the DISTRICT, pay the amounts due Subcontractors.

If the Architect and the DISTRICT find that the Work Contained in the Punch List is unacceptable, then CONTRACTOR shall issue a valued Punch List within 5 days after the date the Punch List time ends. If CONTRACTOR does not issue such a list, the Owner or Architect may issue a valued Punch List to the CONTRACTOR and withhold up to 150% of the value of the Punch List Work.

(c) Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the DISTRICT or which the DISTRICT has the right to withhold Pursuant to Article 4 (including but not limited to incomplete Punch List items under Article 9.1), shall be paid after approval by the DISTRICT of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.4(b) is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by DISTRICT. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the CONTRACTOR to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the DISTRICT and the CONTRACTOR.

A. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:

- i. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by CONTRACTOR, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
- ii. CONTRACTOR shall have made all corrections, including all Punch List Items, to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of DISTRICT required under the Contract Documents.
- iii. Each Subcontractor shall have delivered to the CONTRACTOR all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
- iv. CONTRACTOR must have completed all requirements set forth in Article 9.
- v. CONTRACTOR must have issued a Form 6-C for the Project.
- vi. CONTRACTOR shall have delivered to the DISTRICT all manuals and materials required by the Contract Documents.
- vii. CONTRACTOR shall have completed final clean up.
- viii. CONTRACTOR shall have all deductive items under Article 4 as part of the Retention Payment.

(d) Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the DISTRICT has completed the Article 4 process, the DISTRICT will file either a Notice of Completion or a Notice of Completion noting Valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code Section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List Work is CONTRACTOR labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.1 have expired.

(e) Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

DISTRICT shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the DISTRICT agrees, in writing, that warranties shall commence running or where the DISTRICT is taking phased occupancy of specific buildings or areas and completes separate Punch Lists.

(f) Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Pay Application).

If CONTRACTOR submits a Final Pay Application which fails to include deductive items under Article 4, the DISTRICT or Architect shall note this defective request for Final Pay Application. The CONTRACTOR shall be notified that specific deductive items shall be included in the Final Pay Application. If CONTRACTOR either continues to submit the Final Pay Application without deductive items under Article 4, or a period of 14 calendar days passes after CONTRACTOR is provided written notice of deductive items for inclusion in Final Pay Application, then DISTRICT may either alter the Final Pay Application and recalculate the math on the Final Pay Application to address the Article 4 deductive items or process a Unilateral Final Pay Application.

(g) Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if CONTRACTOR does not make an Application for Release of Retention, the DISTRICT may unilaterally release retention less any deducts under Article 4, withholds due to stop notice, or other defective work on the Project. DISTRICT may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 4. If a deduction pursuant to Article 4 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes

(a) No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 10, all Change Orders shall be prepared and issued by the Architect or District and shall become effective when executed by the District's Governing Board, the Architect, and the Contractor.

Should any Change Order result in an increase in the Contract price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20659 (Please check with the District since there are different interpretations of the limitations of Public Contract Code section 20659 depending on the County the Project is located). In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any claim of additional compensation for such additional work and Contractor takes the risk that a Notice of Non-Compliance may issue, a critical path Project delay may occur, and the Contractor will also be responsible for the cost of preparation and DSA CCD review fees for a corrective DSA approved Construction Change Directive.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

(b) Notices of Non-Compliance

Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Directive to correct the Notice of Non-Compliance. (See Article 10.3.(a)(A) for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.

(c) Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

10.2 Change Orders ("CO")

(a) A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

- A. A description of a change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

A CO may be comprised of ICD's, Response to RFP's and COR's

10.3 Construction Change Directive (CCD Category A, and CCD Category B) and Immediate Change Directive (ICD)

(a) Definitions

A. Construction Change Directive (CCD). A Construction Change Directive is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Directives. 1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and 2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

B. Immediate Change Directive (ICD). An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a

CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 8.

(b) Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contract may prepare a COR associated with the ICD pursuant to Article 10. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 8.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

(c) ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

A. Contractor Compliance with all Aspects of an ICD. Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in Termination of the Contractor pursuant to Article 8.

B. Exception in the Case of DSA Issued Stop Work Order. Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.

C. ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance. If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency.

10.3 Request for Information ("RFI")

(a) Definition

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

A. An RFI shall not be used as a vehicle to generate time extensions.

B. Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

C. An RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

D. RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

(b) Scope

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

(c) Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR, RFP, or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

(d) Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

10.4 Request for Proposal ("RFP")

(a) Definition

An RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a CCD, the Changed items in the CCD shall be addressed as an RFP and all responses shall be prepared to a CCD as addressed in this Paragraph 10.4.

(b) Scope

An RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required by Paragraph 10.6. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

(c) Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

10.5 Change Order Request (“COR”)

(a) Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

(b) Changes in Price

A COR shall include breakdowns per Paragraph 10.6 to validate any change in Contract Price due to proposed change or claim.

(c) Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 2. A schedule fragnet showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

10.6 Cost of Change Orders

(a) Scope

Within ten (10) days after a request is made for a change that impacts the Contract Sum as defined in Article 4, the critical path, or the Contract Time as defined in Article 2, the Contractor shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District’s option, such changes shall be implemented immediately upon the Contractor’s receipt of an appropriate written Construction Change Directive.

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

(b) Time and Material Charges. If the District orders Work on a “time and material” basis, timesheets shall be signed daily by the Inspector or District Designee at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

(c) Determination of Cost

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

A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor’s proposal, Contractor may submit pursuant to Paragraph 10.6(d). Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et seq.);

- i. If the District objects to 10.6(c).A as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Paragraph 10.6(c).D or 10.6(d).
- ii. Once the District provides a written objection to use of Article 10.6(c).A due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO’s and shall provide a breakdown of estimated or actual costs pursuant to Article 10.6(c).D or 10.6(d).

B. By unit prices contained in Contractor’s original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;

C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under section 10.6(d).; or

D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

- i. Basis for Establishing Costs
 - a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and workers compensation insurance (exclude insurance costs as part of the Overhead and Profit mark-up), health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. In no case shall the total labor costs exceed the applicable prevailing wage rate for that particular classification. The use of a labor classification which

would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.
- c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra Work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the Work Site, it shall be returned unless the Contractor elects to keep it at the Work Site at no expense to the District.

All equipment shall be acceptable to the Inspector, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

If tool and equipment charges are part of a Dispute, Claim, or Appeal, the District reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding and deduct any rental charges that exceed actual or depreciated costs.

- ii. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

- iii. Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
- iv. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

(d) Format for COR or CO's

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor.

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor (attach itemized hours and rates)	_____	_____
(c) Equipment (attach invoices)	_____	_____
(d) Subtotal	_____	_____
<p>(e) Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2%- with a wage ceiling of \$84,900; Medicare @ 1.45%- no wage ceiling; FUTA @ .8%- with a wage ceiling of \$7,000; ETT and SUI @ 2.3%- with a wage ceiling of \$7,000; Workers' Compensation @ 5.94%; Total not-to-exceed is 16.69%. (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations).</p>		
(f) Subtotal	_____	_____

		<u>EXTRA</u>	<u>CREDIT</u>
(g)	Total Overhead and Profit (inclusive of Liability and Property Damage Insurance): Not to exceed: • Fifteen percent (15%) of Item (f) if costs are under _____.		
(h)	Subtotal		
(i)	Bond not to exceed one percent (1%) of Item (f)		
(k)	TOTAL		
(l)	Time		

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

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

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

A. Adjustment for Time and Compensable Delay. A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 2. A schedule fragnet showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

(e) Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 10.6(d) setting forth the actual costs incurred. Except in the case of an Article 4.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead. Unilateral Deductive Change Orders

For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 4.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Contractor by District for items under Article 4.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

(f) Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein. All CO's are subject to Audit under Article 13.11 for discounts, rebates, and refunds.

(g) Accounting Records

With respect to portions of the Work performed by COs and Construction Change Directives on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records in a format consistent with accepted accounting standards and satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

Any Time and Material Charges shall require Inspector's signature on Time and Material cards showing the hours worked and the Work actually completed. See Article 7.7.1.1.

(h) Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6. No claim or Dispute shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a CO.

(i) Applicability to Subcontractors

Any requirements under this Article 7 shall be equally applicable to CO's, COR's or ICD's issued to Subcontractors by the Contractor to the same extent required by the Contractor.

(j) Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Paragraph 7.7.7 and Paragraph 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a Fragnet showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.1 [Not Used]

11.2 Record Audit. In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

11.3 CONTRACTOR's License. The CONTRACTOR must possess throughout the PROJECT a **Class B** CONTRACTOR's License, issued by the State of California, which must be current and in good standing.

11.4 CONTRACTOR's Registration with DIR. Senate Bill 854 was signed into law on June 20, 2014, and provides for new requirements for both contractors and subcontractors for any public works project. The new laws take effect on July 1, 2014. This PROJECT is a public works project as defined in Labor Code section 1720. CONTRACTOR and all Subcontractors performing any portion of the Work must comply with the requirements of Senate Bill 854 including, without limitation, Labor Code Sections 1725.5 and 1771.1.

CONTRACTOR and all Subcontractors performing any portion of the Work must register with the California Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. CONTRACTOR and Subcontractors will be required to pay an initial set-up fee as well as an annual renewal fee to the DIR. The fee has initially been set at three hundred dollars (\$300.00) but is subject to change. For more information, and up to date requirements, Contractors are required to periodically review the DIR's website is <http://www.dir.ca.gov>. The Contractor shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. Contractor shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. If any subcontractor is not registered with DIR throughout the Project, Contractor may be required to replace said subcontractor at no cost or penalty to the District or the District may terminate this agreement for cause, as set forth below. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall Contractor be granted increased payment from the District or any time extensions to complete the Project as a result of Contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause. The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

1. Contractors and subcontractors who apply to the DIR will be required to meet certain minimum qualifications to bid on any public works projects. These minimum requirements include: (i) workers compensation coverage, (ii) Contractors State License Board license (if applicable to the trade), (iii) no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency, (iv) no state or Federal debarment, and (v) no prior violations of this registration requirement (for a first violation in a 12 month period a contractor or subcontractor can still qualify by paying the applicable penalty). CONTRACTOR and all subcontractors should carefully review the DIR website for all applicable requirements. Contractor shall be solely responsible for complying with any and all requirements issued by the DIR throughout the Project and shall indemnify the District for any violation of the applicable DIR requirements. Contractor and all subcontractors shall furnish certified payroll records directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) at least monthly on forms provided by the Labor Commissioner/Division of Labor Standards Enforcement. The District, and/or the Labor Commissioner, at any time, may require Contractor to submit certified payroll records more often than the monthly requirement set forth herein. All certified payroll record submissions shall comply with the DIR requirements as set forth in Labor Code sections 1771.4 and 1776. Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and, if the Project is subject to State Labor

Compliance, directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement.

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

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

11.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the DISTRICT.

11.8 The DISTRICT and CONTRACTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. CONTRACTOR shall not assign this Agreement.

11.9 This Agreement shall be governed by the laws of the State of California.

11.10 This Agreement represents the entire Agreement between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONTRACTOR.

11.11 This Contract shall be liberally construed to effectuate the intention of the PARTIES with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to any word, phrase or provision of this Contract, neither this Contract nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the PARTY primarily responsible for drafting and preparation of this Contract), under any rule of construction or otherwise, it being expressly understood and agreed that the PARTIES have participated equally or have had equal opportunity to participate in the drafting hereof.

11.12 CONTRACTOR, in the performance of this Contract, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the work and/or services to be provided under this Contract. CONTRACTOR shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONTRACTOR's employees.

11.13 If either PARTY becomes involved in litigation arising out of this Contract or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

11.14 All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof. The parties agree that the terms of this AGREEMENT shall be controlling over any of the terms contained within any Exhibit attached hereto.

11.15 The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

1. Construction Services Agreement Form
2. Material & Labor Payment Bond
3. Performance Bond
4. Prevailing Wage Certification
5. Worker's Compensation Certification
6. Non-Collusion Declaration
7. Guarantee
8. Insurance Endorsements
9. CONTRACTOR's Certificate Regarding Drug-free Workplace
10. CONTRACTOR's Certificate Regarding Alcohol Beverage & Tobacco-Free Policy
11. Disabled Veteran Business Enterprise Participation Statement
12. Disabled Veteran Business Enterprise Contractor Close-out Statement
13. Minority Business Enterprise Participation Statement
14. Minority Business Enterprise Contractor Close-out Statement
15. Women Business Enterprise Participation Statement
16. Women Business Enterprise Contractor Close-out Statement
17. Roof Project Financial Disclosure Certificate (Not Applicable for this project JM 1/22/15)
18. Asbestos & Other Hazardous Materials Certification
- 19. EXHIBIT A- Scope of Work**
- 20. EXHIBIT B1- Santa Ana College Site Plan**
- 21. EXHIBIT B2- Santiago Canyon College Site Plan**

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

Signatures on the following page.

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

CONTRACTOR:

**DISTRICT:
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: _____

By: _____

Print Name: _____

Peter J. Hardash, *Vice Chancellor*
Business Operations and Fiscal Services

Its: _____

Date: _____

Date: _____

Address: _____

Phone: _____

Tax ID: _____

E-mail: _____

COPIES TO:

GENERATING OFFICE
Carri Matsumoto, *Assistant Vice Chancellor*
RSCCD Facilities Planning, Construction and Support Services
Rancho Santiago Community College District
2323 N. Broadway, Suite 112
Santa Ana, CA 92706

PURCHASING DEPARTMENT
Tracy Conner-Crabbe, *Director of Purchasing*
Rancho Santiago Community College District
2323 N. Broadway, Suite 109
Santa Ana, CA 92706

(CORPORATE SEAL)

LABOR & MATERIAL PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____, (hereinafter designated as the "Principal" or "CONTRACTOR"), an agreement for the work described as follows: **QUO15.001 Child Development Center Renovation at Santa Ana College and Santiago Canyon College** (hereinafter referred to as the "Public Work"); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned CONTRACTOR, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____, such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the CONTRACTOR or on

the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "CONTRACTOR"), an agreement for the work described as follows: **QUO15.001 Child Development Renovation at Santa Ana College and Santiago Canyon College** (hereinafter referred to as the "Public Work"); and

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees

and the payment of liquidated damages; or, at Obligees' sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

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

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

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the CONTRACTOR's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the CONTRACTOR remains.

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

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

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

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

Public Contract Code Section 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
(Title) (Company Name)

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

GUARANTEE

Guarantee for _____ . We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____ One _____ (____1____) year from the date of the Notice of Completion of the above-mentioned structure by the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the DISTRICT, but not later than ten (10) days after being notified in writing by the DISTRICT or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the DISTRICT to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the DISTRICT's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontract or CONTRACTOR)

(Signature of General CONTRACTOR if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

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

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

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

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

- a. The dangers of drug abuse in the workplace;
- b. The person’s or organization’s policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations;

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

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE
CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the Rancho Santiago Community College’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to DISTRICT property at all times.

DATE: _____

CONTRACTOR

By: _____
Signature

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Rancho Santiago Community College District (“District”) policy for participation of Disabled Veteran Business Enterprises (“DVBE”).

Project Name: **QUO15.001 Child Development Center Renovation at Santa Ana College and Santiago Canyon College**

DSA No:

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

- The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

- The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately \$_____, which represents approximately ___% of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

DISABLED VETERAN BUSINESS ENTERPRISE CONTRACTOR CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (“DVBE”) in the Contract for the Project/Bid No. specified below.

Project Name: **QUO15.001 Child Development Center Renovation at Santa Ana College and Santiago Canyon College**

DSA No.:

Name	Address/Phone	Category of Work*	\$ Amount of Contract

* Categories of work include: 1) construction services (specify services that DVBE will provide); 2) procurement of materials, supplies and equipment; and 3) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. _____ equaled \$ _____, which represents ____% of the total Contract price including change orders for the Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

MINORITY BUSINESS ENTERPRISE PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Rancho Santiago Community College District (“District”) policy for participation of Minority Business Enterprises (“MBE”).

Project Name: **QUO15.001 Child Development Center Renovation at Santa Ana College and Santiago Canyon College**

DSA No.:

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by MBE in the Contract to be awarded for the above-referenced Bid No., including participation by MBE subcontractors and/or material suppliers. **Check only one of the following:**

- The Contractor was unable after reasonable efforts to secure MBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use MBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of MBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

- The Contractor has secured MBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such MBE participation will equal approximately \$_____, which represents approximately ___% of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of MBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

MINORITY BUSINESS ENTERPRISE CONTRACTOR CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Minority Business Enterprises (“MBE”) in the Contract for the Project/Bid No. specified below.

Project Name: **QUO15.001 Child Development Center Renovation at Santa Ana College and Santiago Canyon College**

DSA No.:

Name	Address/Phone	Category of Work*	\$ Amount of Contract

* Categories of work include: 1) construction services (specify services that MBE will provide); 2) procurement of materials, supplies and equipment; and 3) information technology.

The undersigned, on behalf of the Contractor, certifies that MBE participation on the Contract for Bid No. _____ equaled \$ _____, which represents ____% of the total Contract price including change orders for the Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

WOMEN BUSINESS ENTERPRISE PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Rancho Santiago Community College District (“District”) policy for participation of Women Business Enterprises (“WBE”).

Project Name: **QUO15.001 Child Development Center Renovation at Santa Ana College and Santiago Canyon College**

DSA No.:

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by WBE in the Contract to be awarded for the above-referenced Bid No., including participation by WBE subcontractors and/or material suppliers. **Check only one of the following:**

- The Contractor was unable after reasonable efforts to secure WBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use WBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of WBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

- The Contractor has secured WBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such WBE participation will equal approximately \$_____, which represents approximately ___% of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of WBE participation in the Contract awarded to Contractor, and in any change orders, for such Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

WOMEN BUSINESS ENTERPRISE CONTRACTOR CLOSE-OUT STATEMENT

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Women Business Enterprises (“WBE”) in the Contract for the Project/Bid No. specified below.

Project Name: **QUO15.001 Child Development Center Renovation at Santa Ana College and Santiago Canyon College**

DSA No.:

Name	Address/Phone	Category of Work*	\$ Amount of Contract

* Categories of work include: 1) construction services (specify services that WBE will provide); 2) procurement of materials, supplies and equipment; and 3) information technology.

The undersigned, on behalf of the Contractor, certifies that WBE participation on the Contract for Bid No. _____ equaled \$ _____, which represents ____% of the total Contract price including change orders for the Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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

I, _____ certify that I am the _____ with _____,
(Name) (Title, Position) (Name of Employer)
the Contractor for the Project, and that I have not offered, given, or agreed to give, 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 an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____, have the following
(Name) (Name of Employer)
financial 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 Financial Disclosure Certificate are true, or are believed to be true.

Signature

Print Name

Date

Print Name of Employer

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations “New Material Hazardous”, shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All work or materials found to be New Hazardous Material or work or material installed with “New Hazardous Material” containing equipment will be immediately rejected and this work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A-SCOPE OF WORK

Project Name CSA15.001

CHILD DEVELOPMENT CENTER RENOVATIONS- MULTIPLE SITES			
PREPARED BY: JOE MELENDEZ			
DATE: JANUARY 21, 2015			
ID #	Campus	Description	Location
SANTIAGO CANYON COLLEGE			
1	Santiago Canyon College	Replace Washer (SPEED QUEEN COMMERCIAL WASHER)	Main Building
2	Santiago Canyon College	Fill Rubber Chips Under Structure (Safety Concern)- Use Same Product	Play Yard
3	Santiago Canyon College	Remove and Replace Plastic Laminate and Match Existing (Safety Concern)	Demonstration Rm
4	Santiago Canyon College	Raise overhead cabinet to obtain head clearance.	Toilet and Changing Room
SANTA ANA COLLEGE - MAIN CAMPUS			
5	Santa Ana College	Relocate Sandbox Water Pump and Plumbing and Relocate. Install New Concrete Platform. Remove Existing Concrete Drain (Safety Hazard).	Preschool Play Area
6	Santa Ana College	Install Painted Plywood Covers Behind Toy Alcoves	Multiple Exterior Areas



HARLEY ELLIS
DEVEREAUX

Effective
January 1, 2008
Fishes Overstreet
and Harley Ellis
Devereaux, Inc.
Harley Ellis Devereaux

5155 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90048
323.937.7444 FAX 323.937.7445



SANTA ANA
COLLEGE
CHILD
DEVELOPMENT
CENTER

1530
WEST 17th Street
SANTA ANA, CA
92706

ISSUE
03-28-07 DSA
12-14-07 DSA
04-10-08 DSA
05-16-08 DSA
RESUBMITTAL

IRRIGATION
PLAN

drawn scale
quality assurance job no. 05012
approved date 03-28-07
sheet

LI-1.0

NOTE A:
POINT OF CONNECTION SHALL BE A 1 1/2" DOMESTIC WATER METER WITH A
1 1/2" SERVICE LINE. VERIFY THE ACTUAL LOCATION, SIZE AND WATER
PRESSURE IN THE FIELD PRIOR TO STARTING WORK. IF ANY OF THE POC
INFORMATION SHOWN ON THESE DRAWINGS IS FOUND TO BE DIFFERENT
THAN THE ACTUAL POC INFORMATION GATHERED IN THE FIELD,
IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND IRRIGATION
CONSULTANT. SHOULD THE CONTRACTOR FAIL TO VERIFY THE POC
INFORMATION ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME
SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

STATIC WATER PRESSURE 75 PSI
DESIGN WATER PRESSURE 64 PSI
MAXIMUM SYSTEM DEMAND 38 GPM
RESIDUAL WATER PRESSURE 11 PSI

NOTE B:
CONTROLLER SHALL BE A RAIN MASTER EAGLE MOD. #
RM308GI-PMRKT/PM-XMTR INSTALLED IN A STAINLESS STEEL
ENCLOSURE (SEE LEGEND FOR TYPE). FINAL LOCATION OF CONTROLLER
AND ELECTRICAL POC SHALL BE CONFIRMED WITH OWNER'S
AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCING WORK.

NOTE C:
MAINLINE AND RELATED EQUIPMENT SHOWN WITHIN PAVING FOR CLARITY
ONLY. ACTUAL LOCATION OF MAINLINE AND RELATED EQUIPMENT TO BE
WITHIN PLANTER AND A MINIMUM OF 18" OFF ADJACENT HARDSCAPE AND
OTHER OBSTACLES TYP.

NOTE D:
CONTRACTOR SHALL ADJUST ALL HEADS AS REQUIRED TO ACCOMMODATE
ANY VERTICAL OBSTRUCTIONS THAT MAY OCCUR, INCLUDING BUT NOT
LIMITED TO LIGHT POLES, FIRE HYDRANTS, ETC. VERIFY ALL HEAD LAYOUT
WITH OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCING
WORK.

NOTE E:
BUBBLERS AND LATERAL LINES ARE SHOWN WITHIN PAVING FOR CLARITY
ONLY. ACTUAL LOCATION TO BE WITHIN PLANTER. BUBBLERS SHALL BE
ALIGNED WITH TREES AND AS DIRECTED BY OWNER'S AUTHORIZED
REPRESENTATIVE. CONFIRM ALL LAYOUT IN FIELD WITH OWNER'S
AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCING WORK.

SCOPE:
-INSTALL PAINTED BOARDS BEHIND TOY ACOVES (AREAS
NOTED IN GREEN).
-REMOVE AND RELOCATED HAND PUMP (VIF), REMOVE
CONCRETE DRAIN IN SAND PLAY AREA DUE TO TRIP
HAZARDS.

ALL WORK SHOWN ON THIS DRAWING IS TO BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND NOTES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION, SIZE AND WATER PRESSURE IN THE FIELD PRIOR TO STARTING WORK. IF ANY OF THE POC INFORMATION SHOWN ON THESE DRAWINGS IS FOUND TO BE DIFFERENT THAN THE ACTUAL POC INFORMATION GATHERED IN THE FIELD, IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND IRRIGATION CONSULTANT. SHOULD THE CONTRACTOR FAIL TO VERIFY THE POC INFORMATION ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

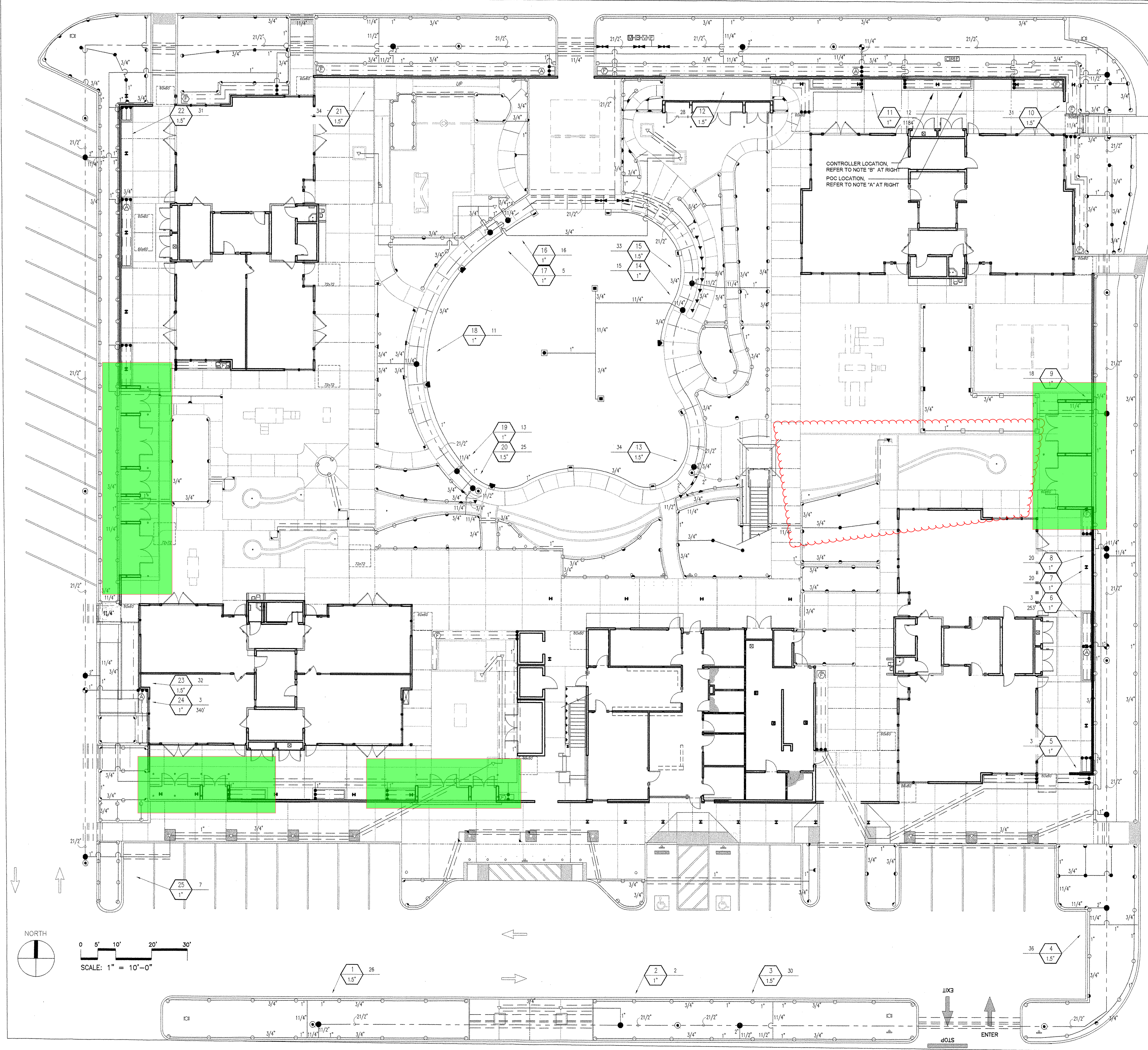
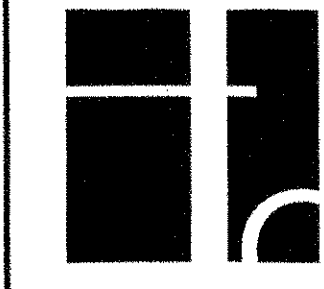


EXHIBIT B1- SANTA ANA SITE PLAN

108649
DATE JUN 11 2008

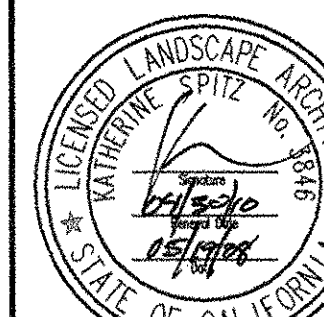
12S108807
sweeney + assoc
IRRIGATION DESIGN AND CONSULTING
California
38730 Sky Canyon Drive, Suite
Mariposa, CA 92566
951.461.8850 • 951.461.8850 f
email@sweeneyassoc.com
www.sweeneyassoc.com
Mariposa, California • Austin, Texas • Ft. Lauderdale, Florida



HARLEY ELLIS DEVEREAUX

Effective January 1, 2006
Fields Devereaux
and Harley Ellis
have merged as
Harley Ellis Devereaux

5150 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90048
323.862.9444 FAX 323.862.9445



THE ABOVE DRAWING AND SPECIFICATIONS ARE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF CALIFORNIA. I AM NOT PROVIDING ANY CONTRACT ADMINISTRATION SERVICES. I AM NOT PROVIDING ANY CONTRACT ADMINISTRATION SERVICES. I AM NOT PROVIDING ANY CONTRACT ADMINISTRATION SERVICES.

SANTA ANA COLLEGE CHILD DEVELOPMENT CENTER

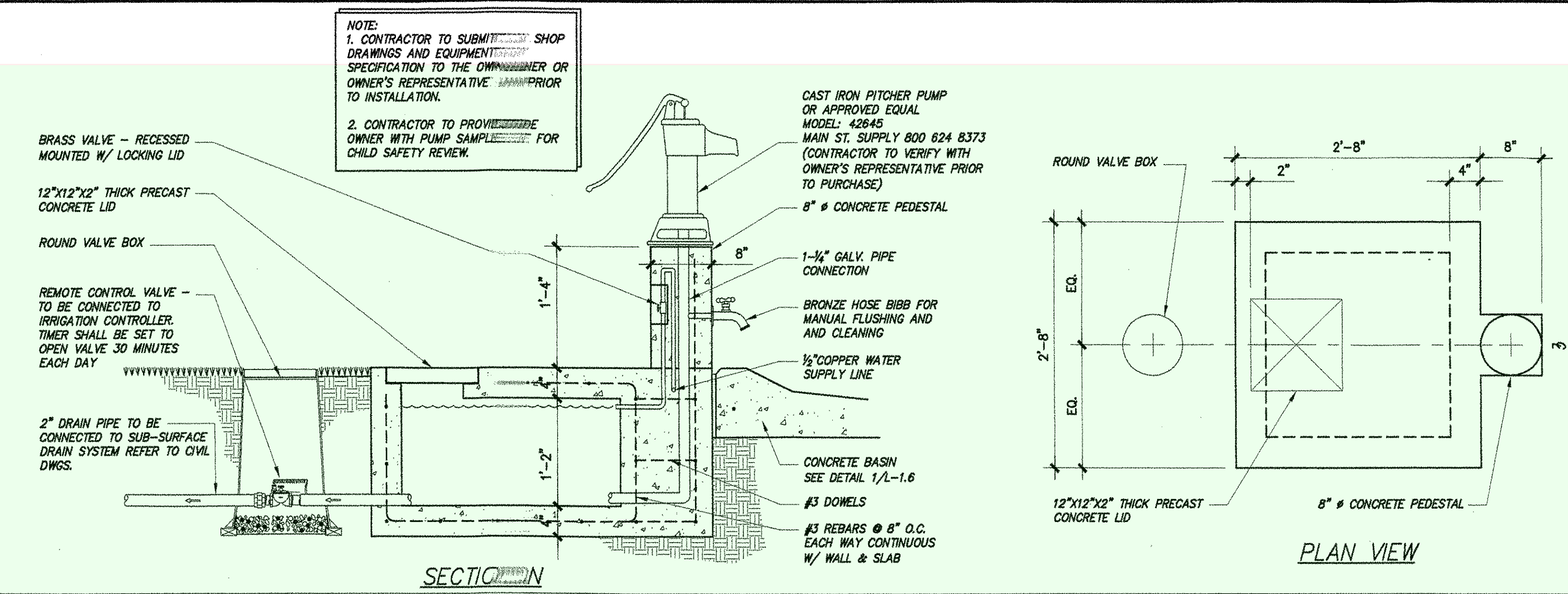
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SANTA ANA, CA.
92706

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05-16-08 DSA
RESUBMITTAL

HARDSCAPE DETAILS

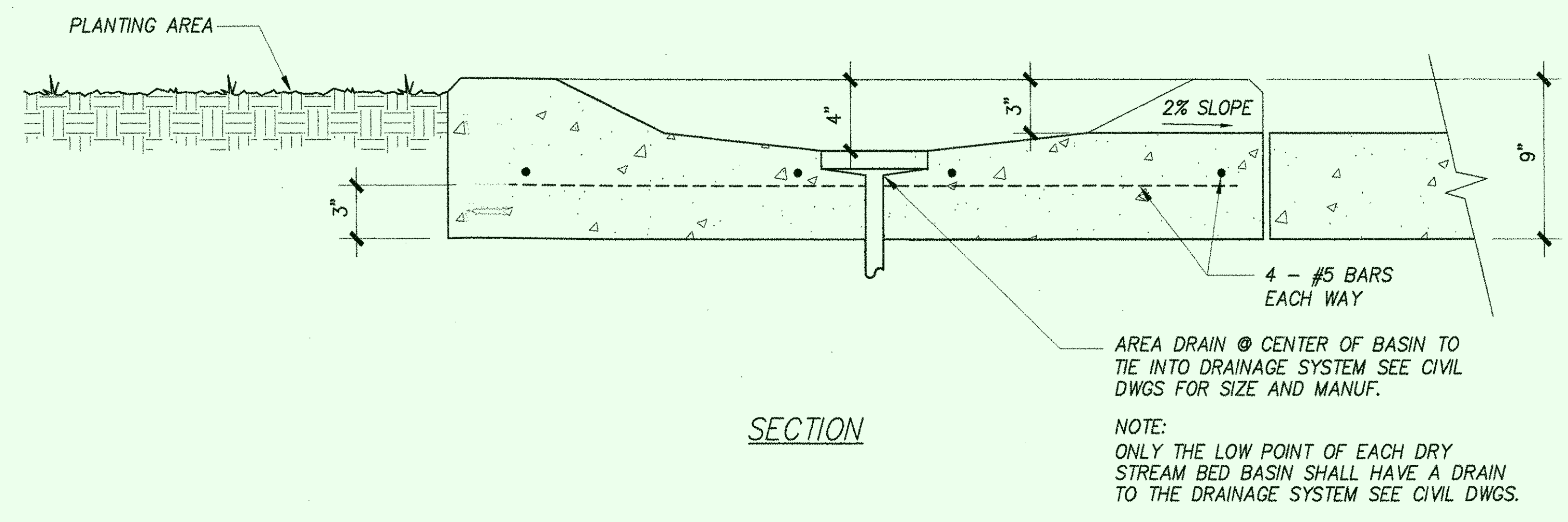
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approved date 03-28-07
sheet

L-1.3



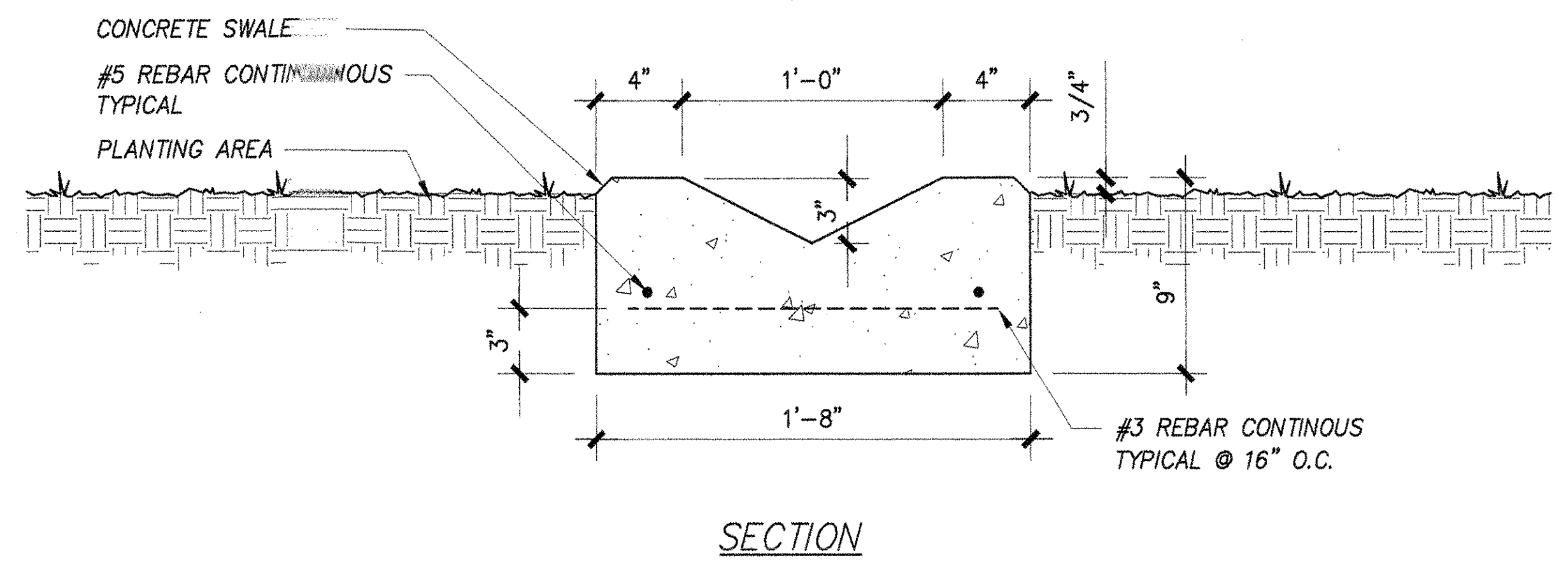
HAND PUMP / WATER TANK / AUTO-DRAIN DETAIL

4



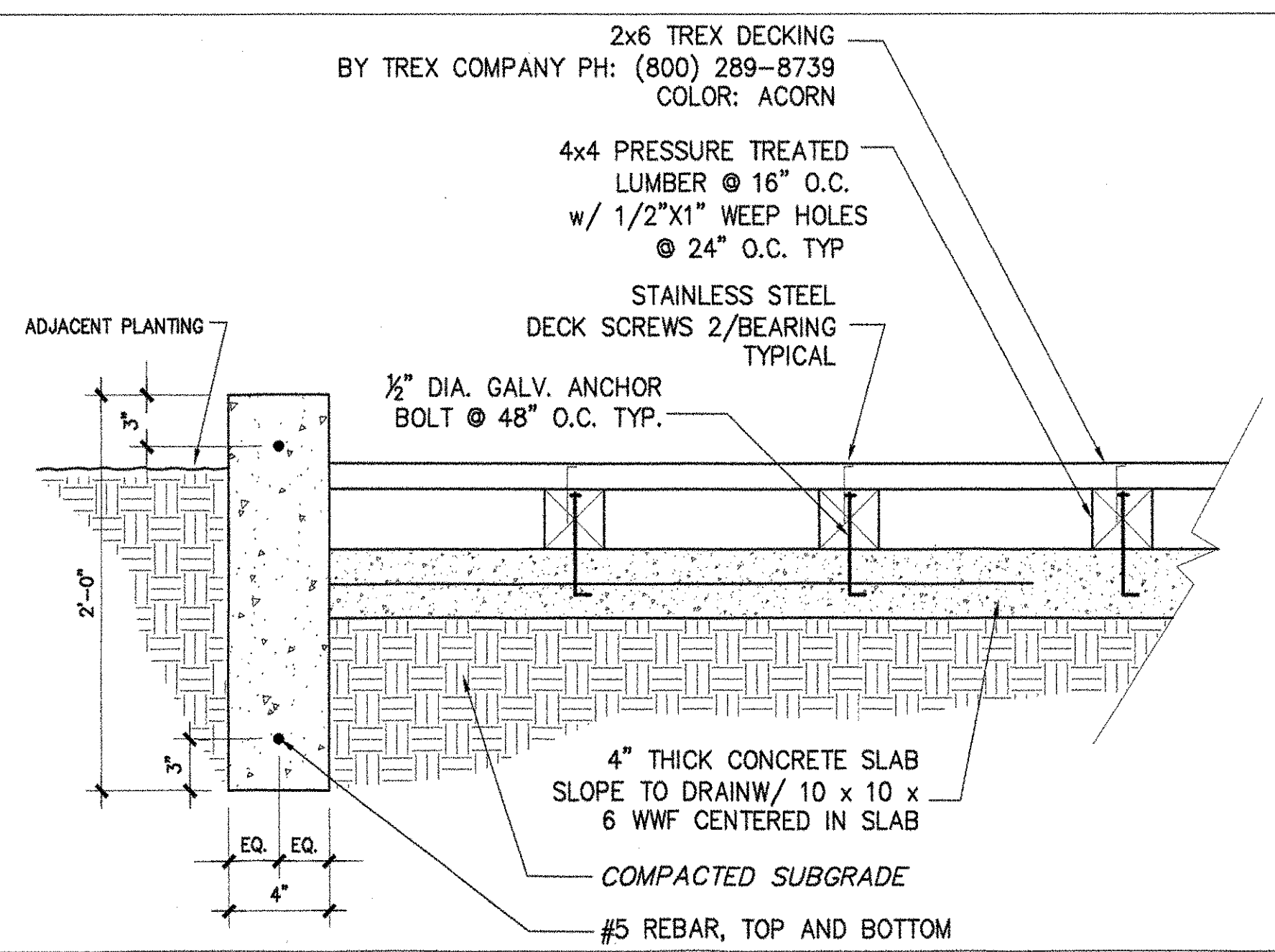
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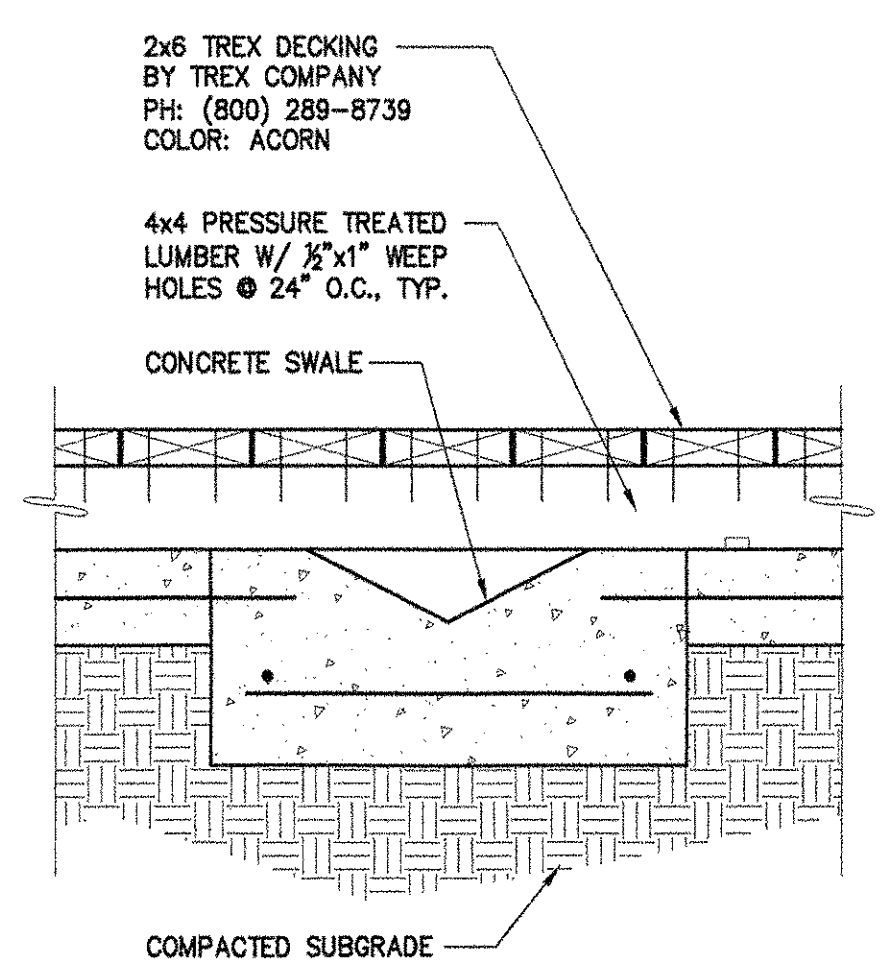
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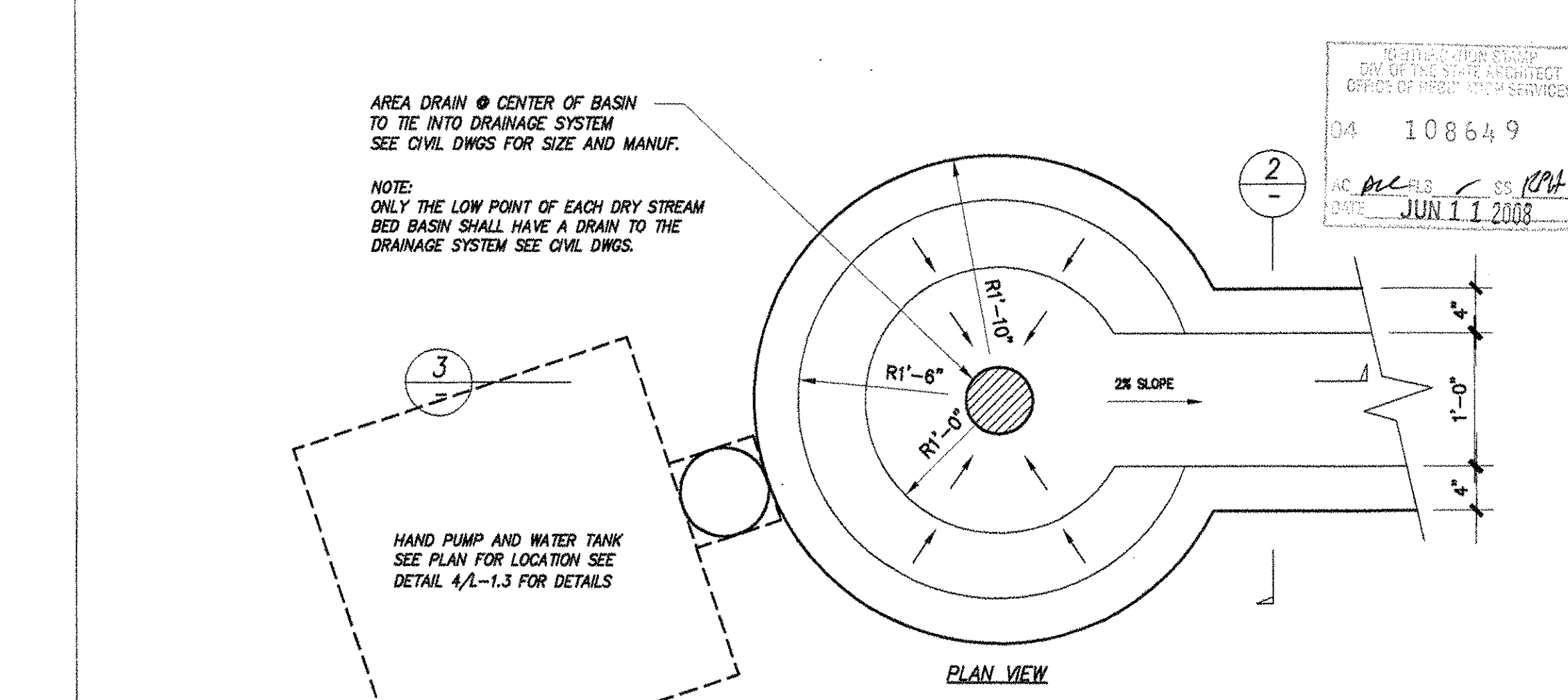


TREX DECKING @ STREAM BED AREA

6



STREAM BED - BELOW TREX DECKING



STREAM BED - PLAN

5

1

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SANTA ANA COLLEGE CHILD DEVELOPMENT CENTER

1530 WEST 17th Street
SANTA ANA, CA 92706

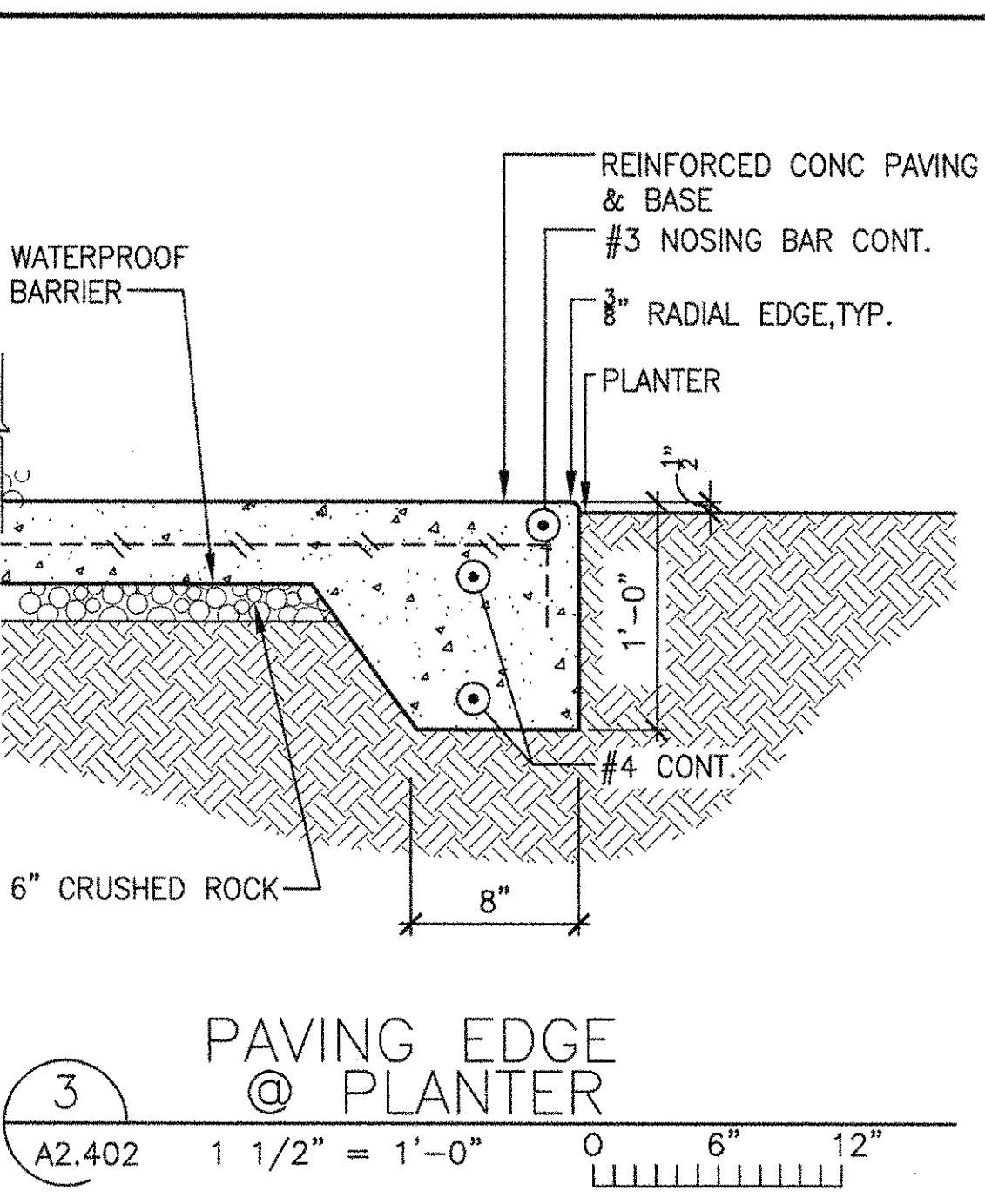
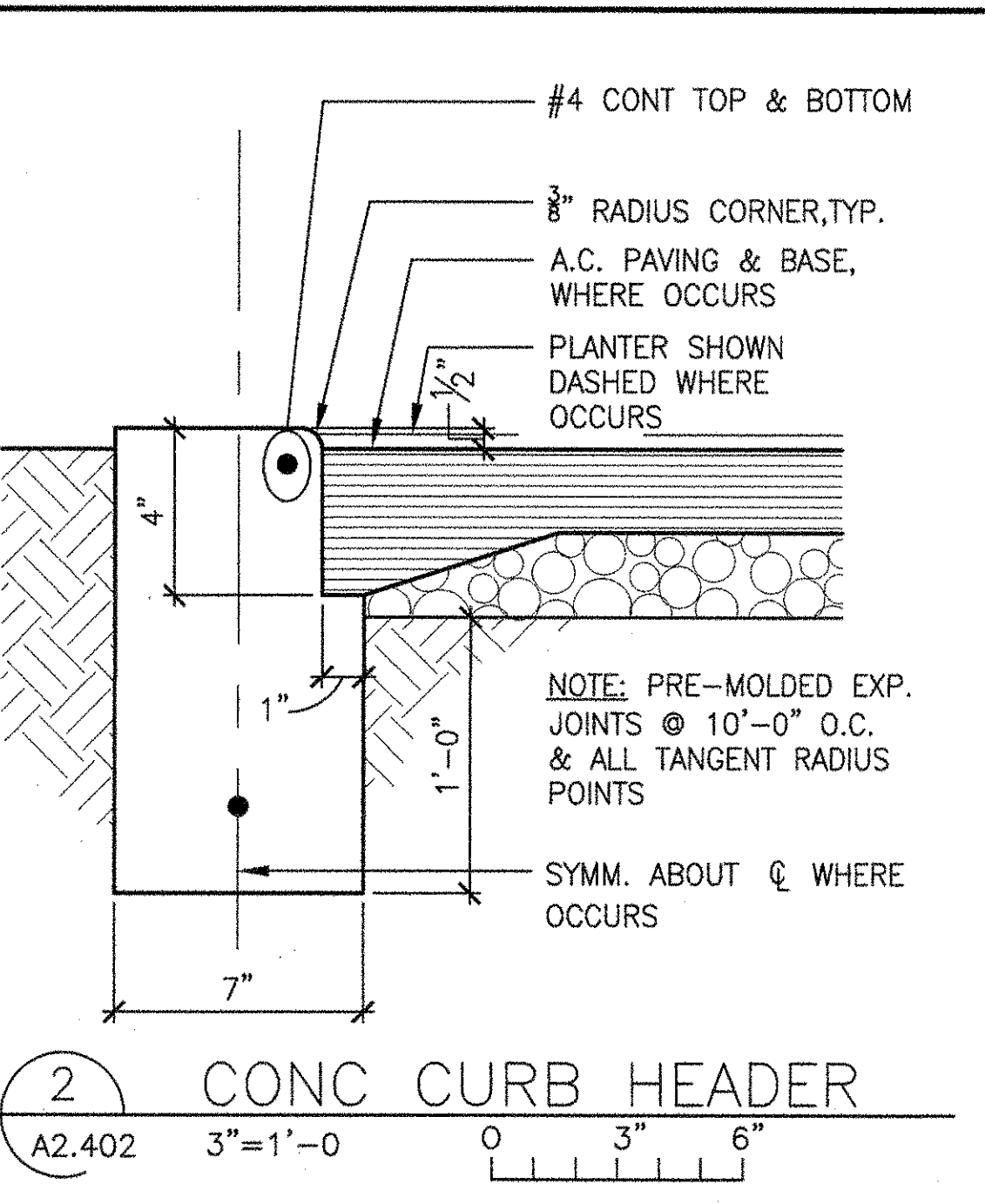
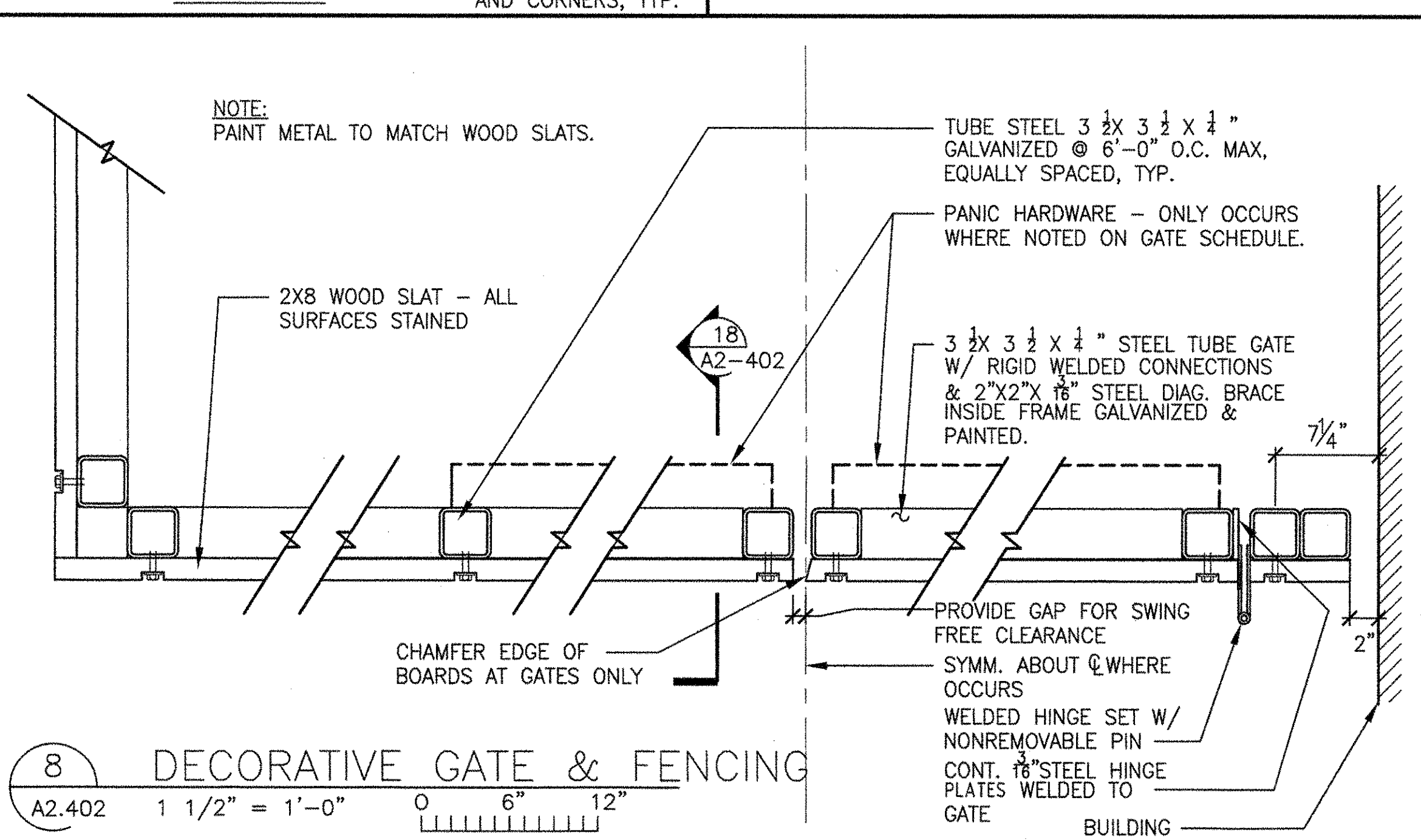
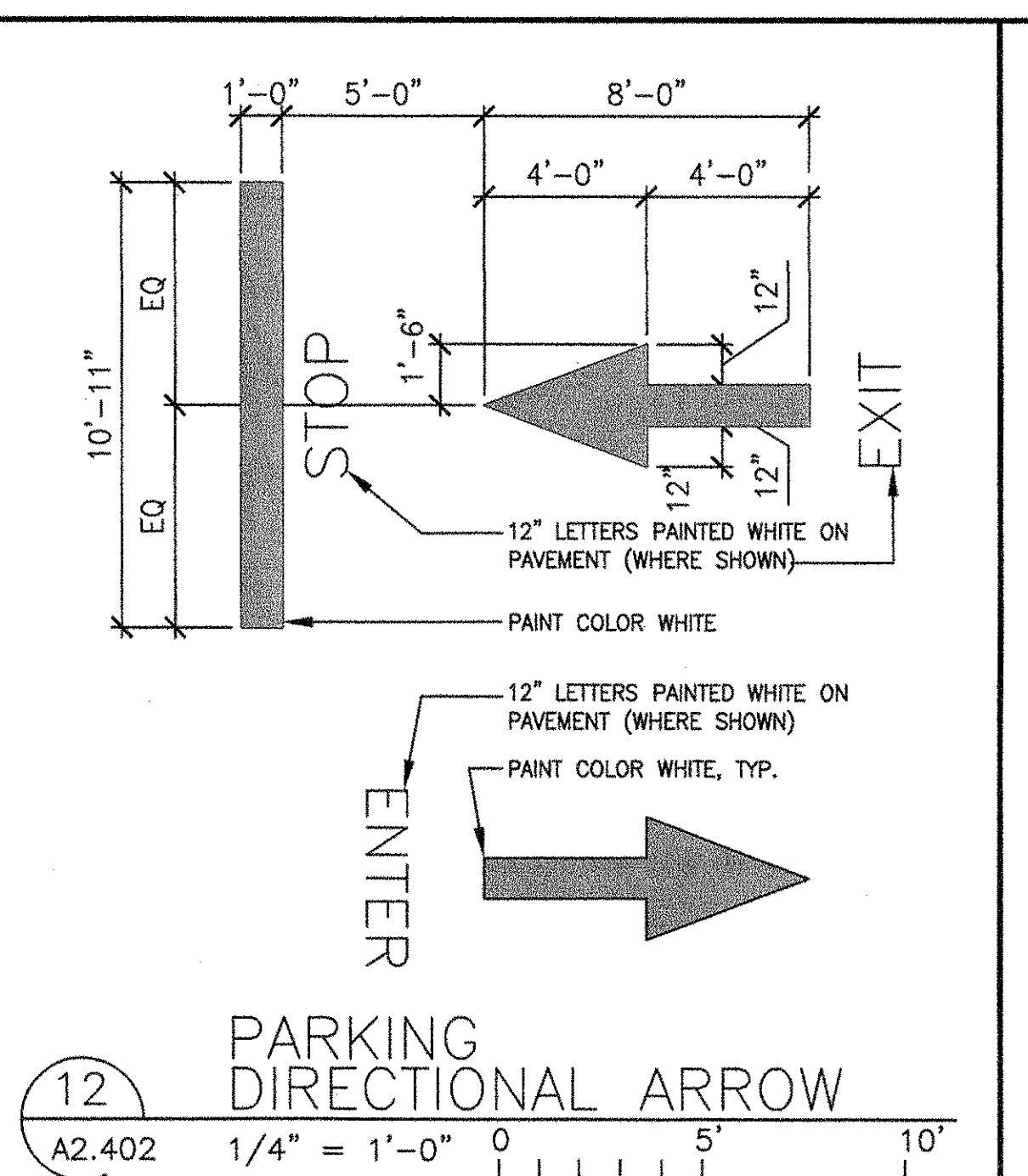
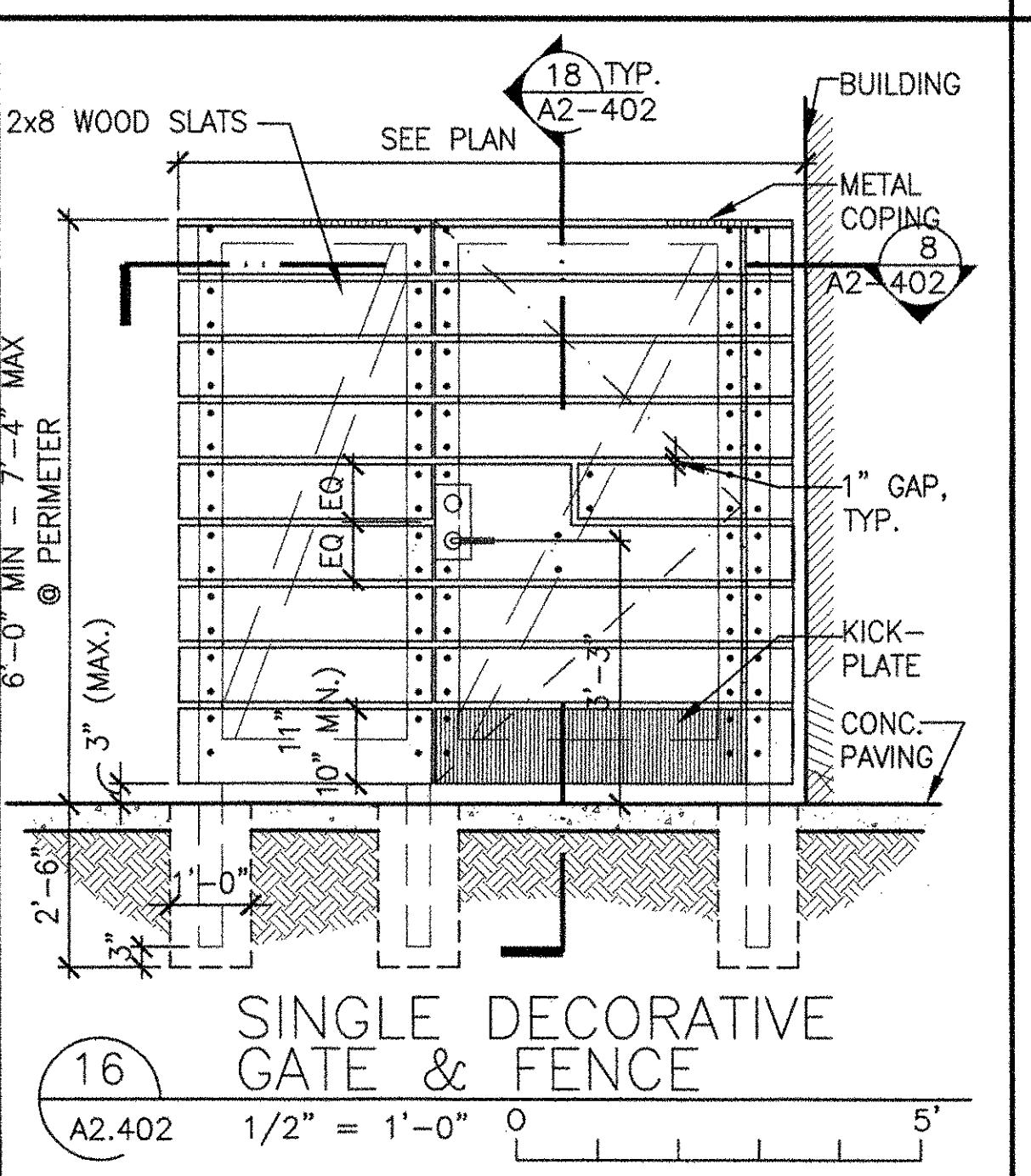
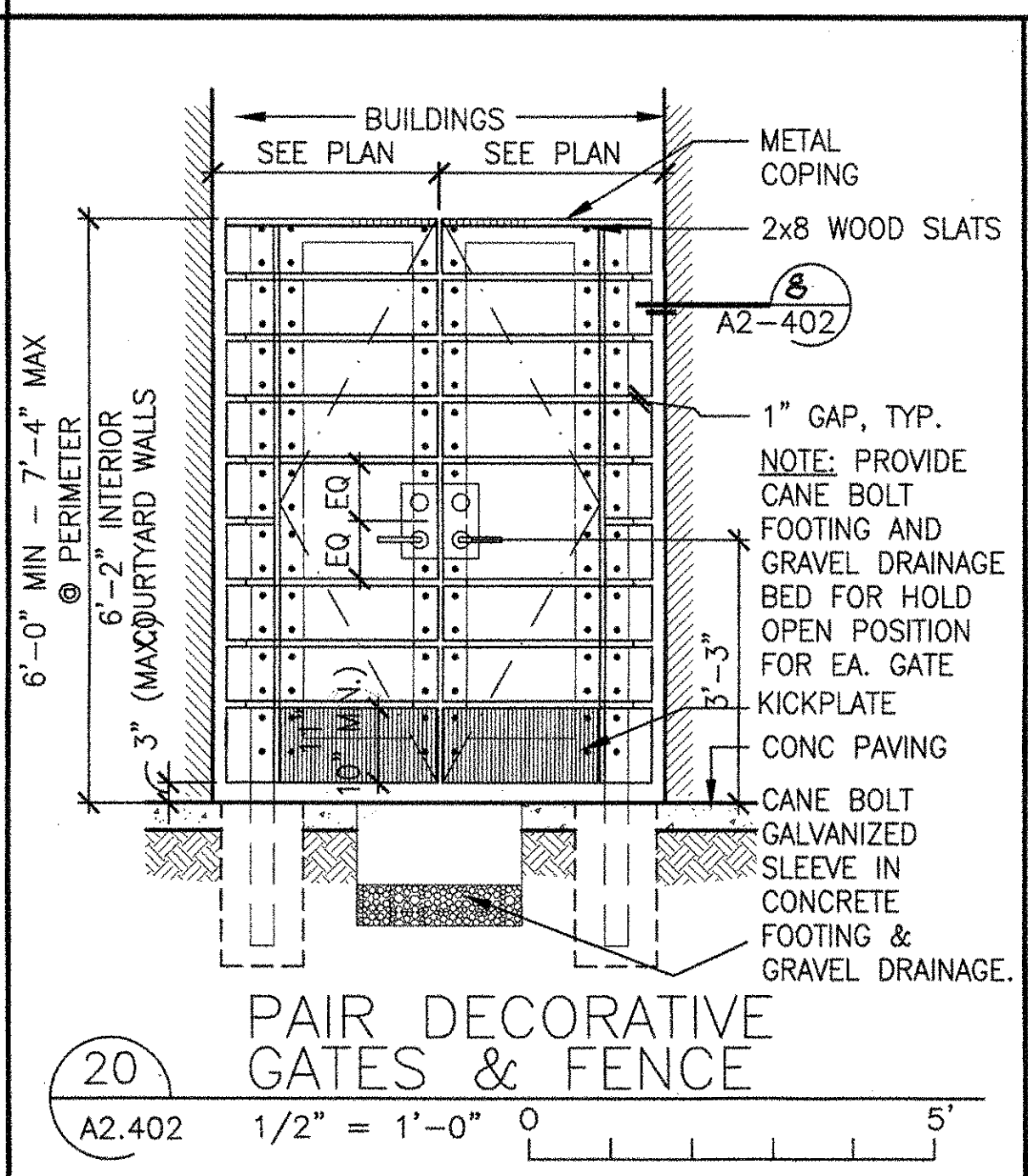
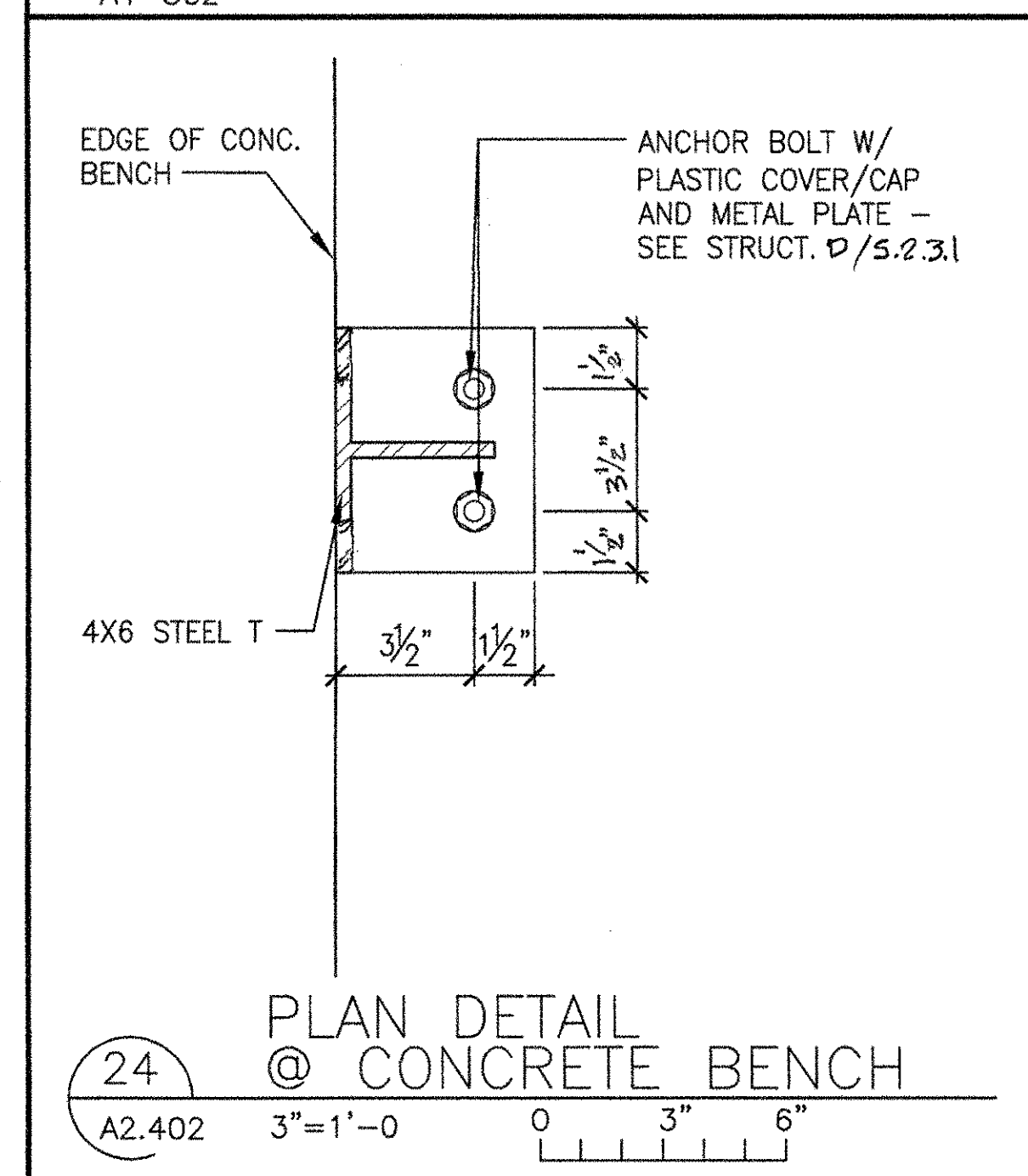
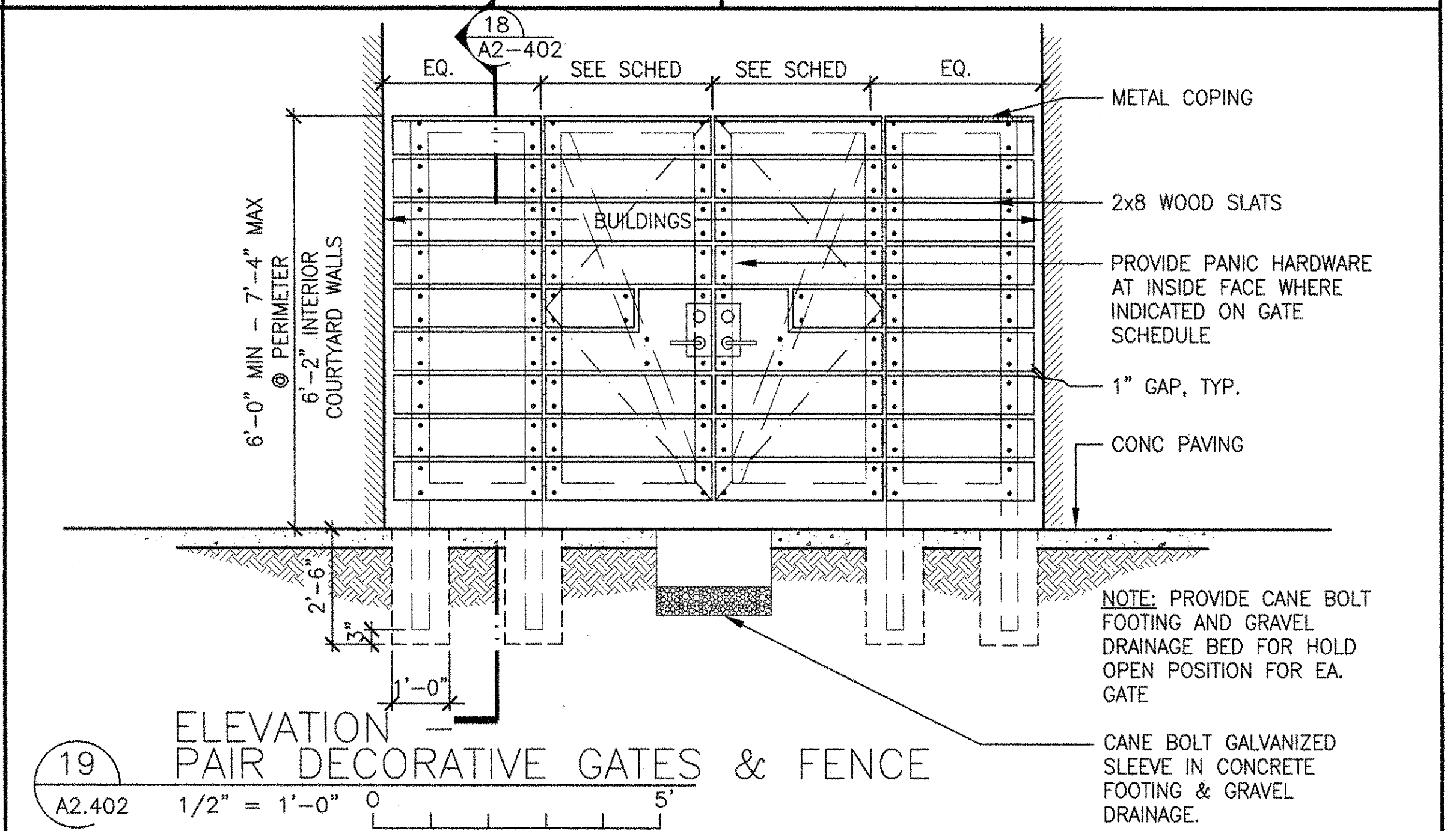
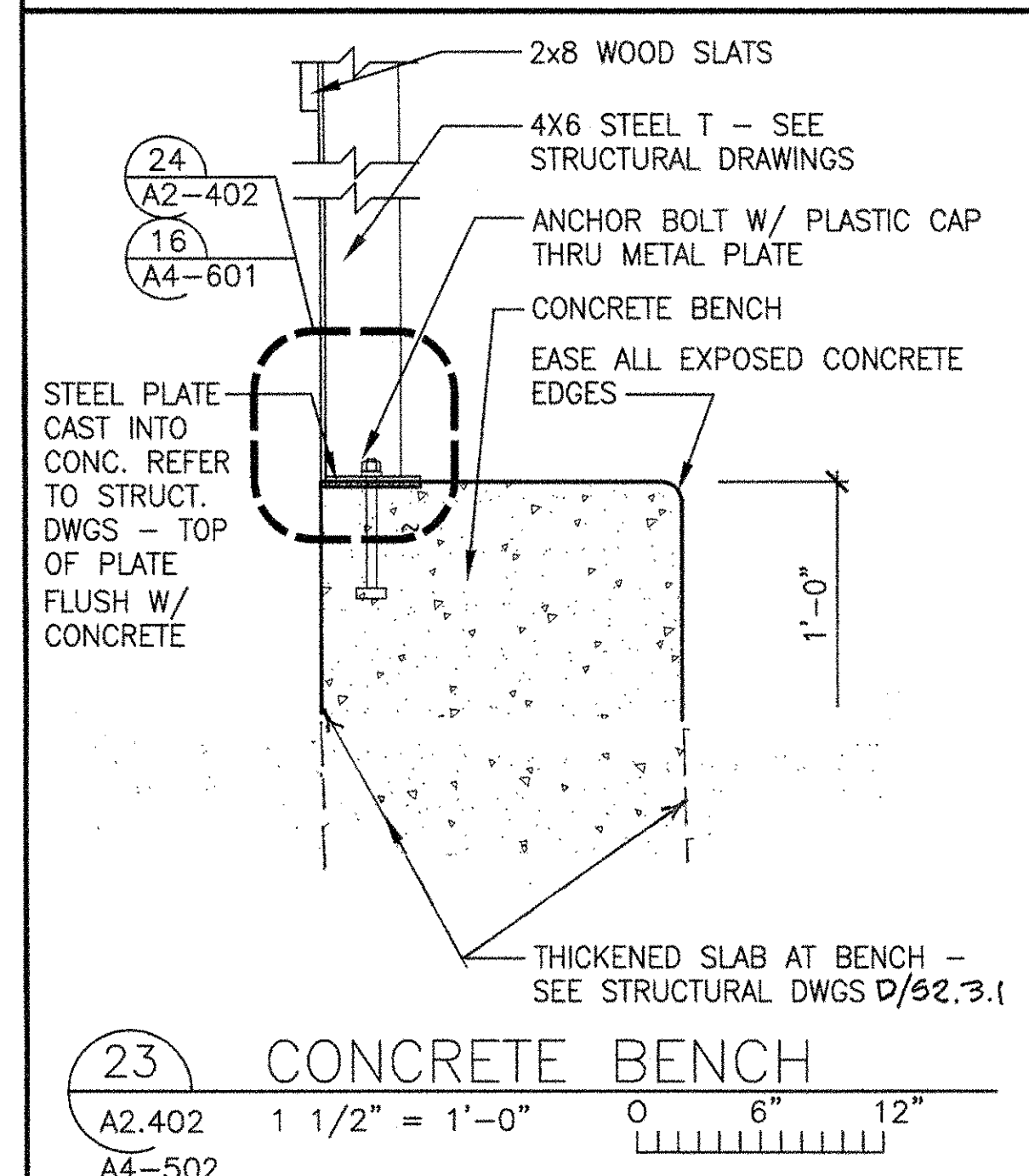
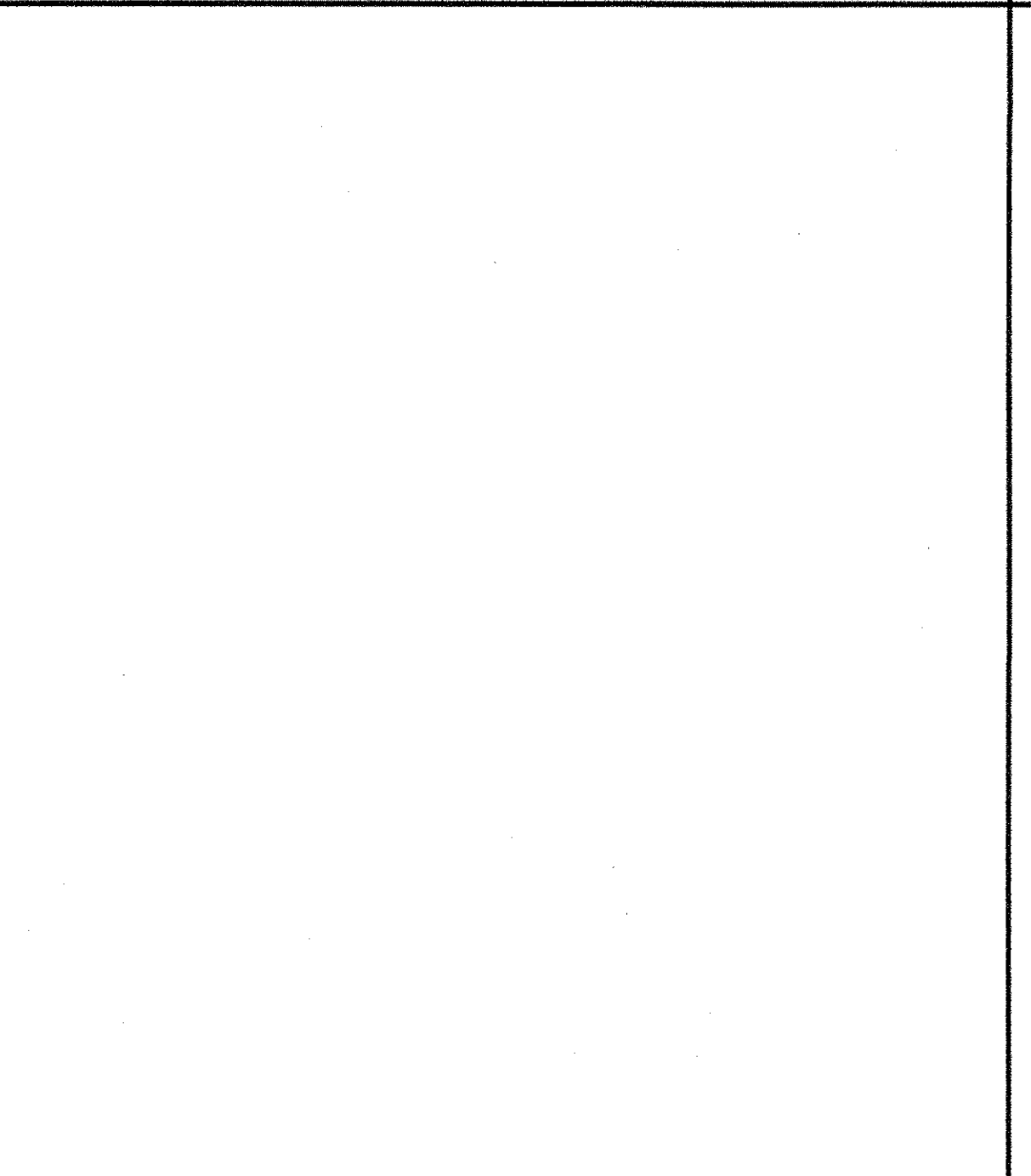
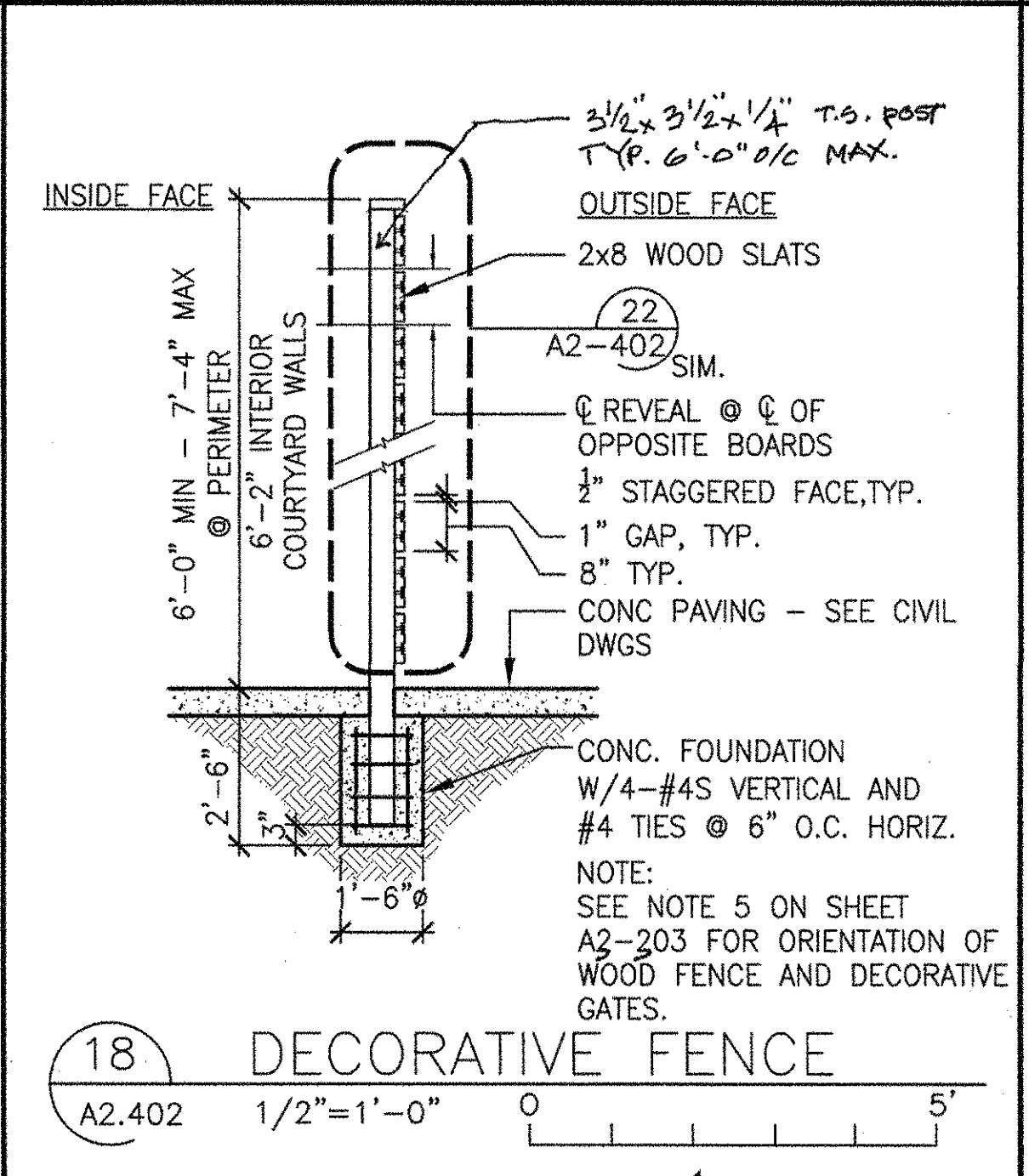
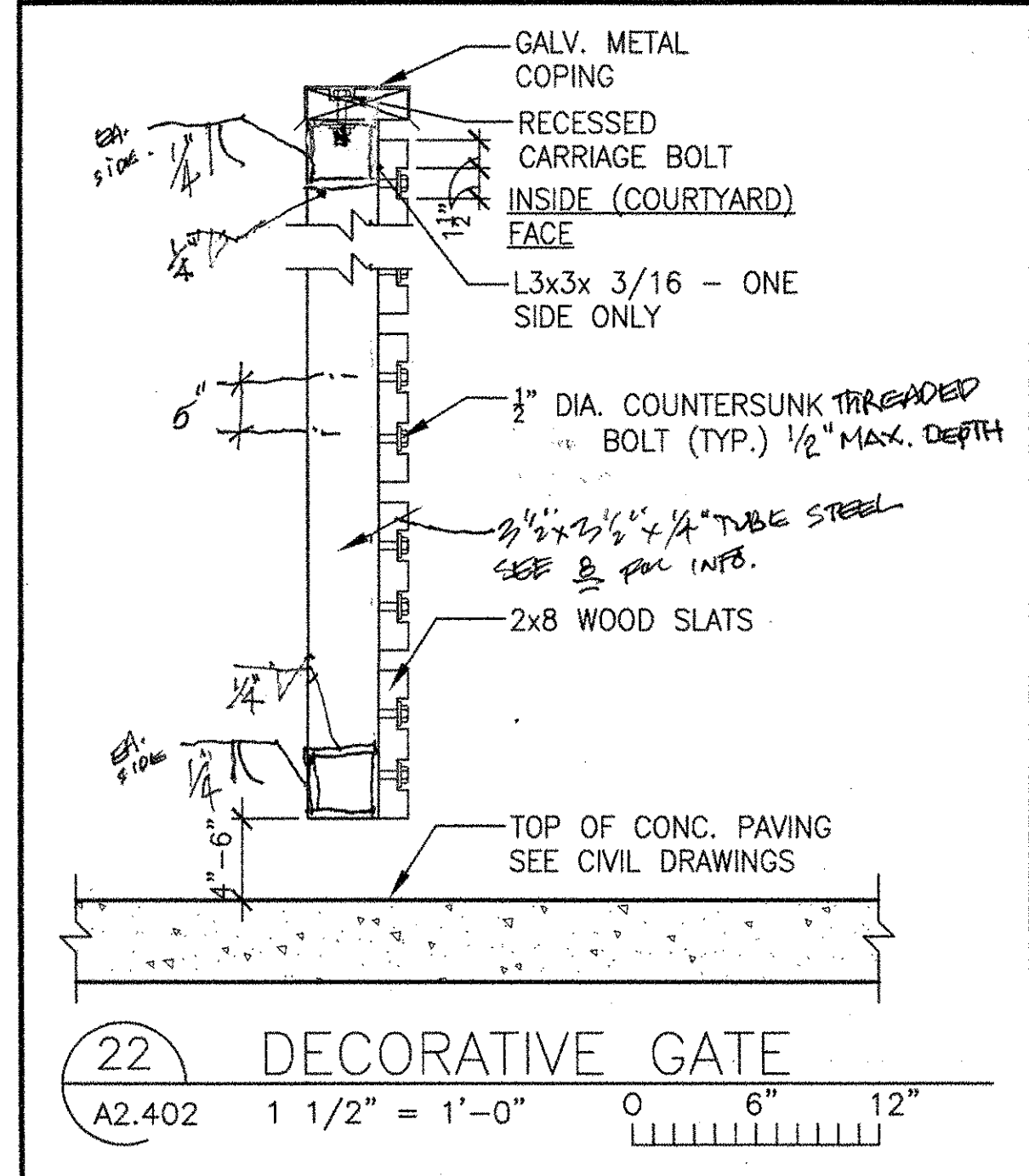
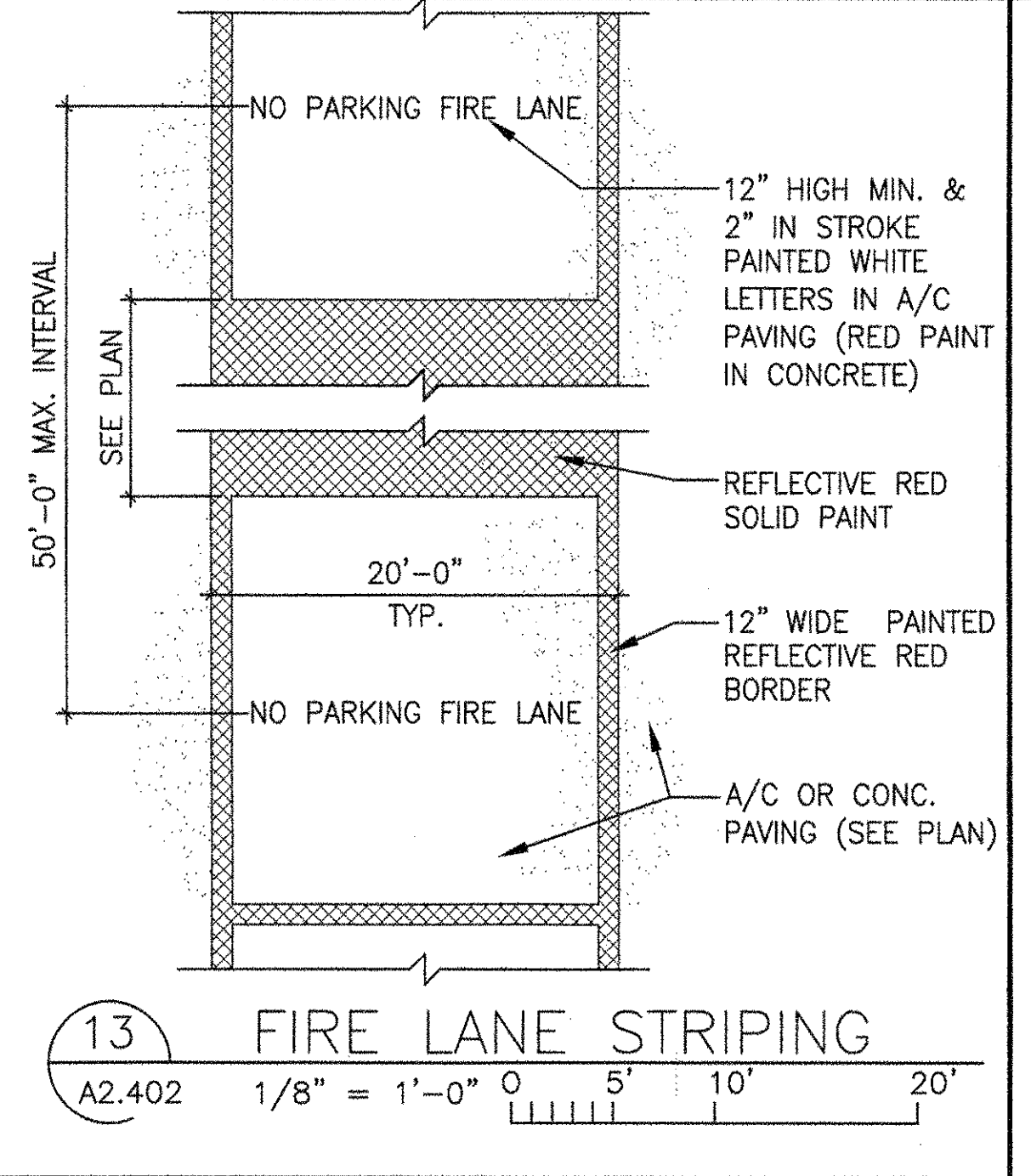
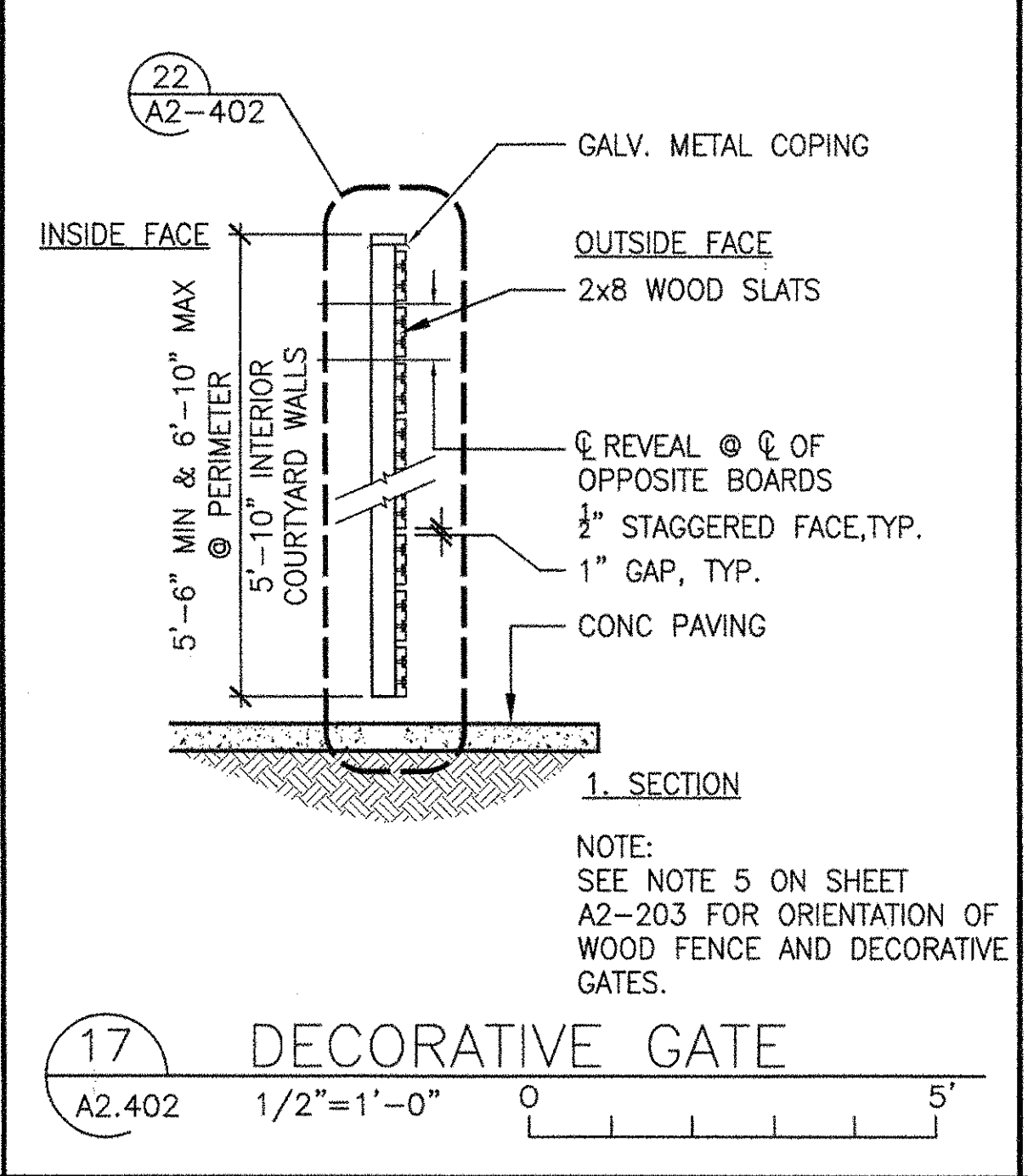
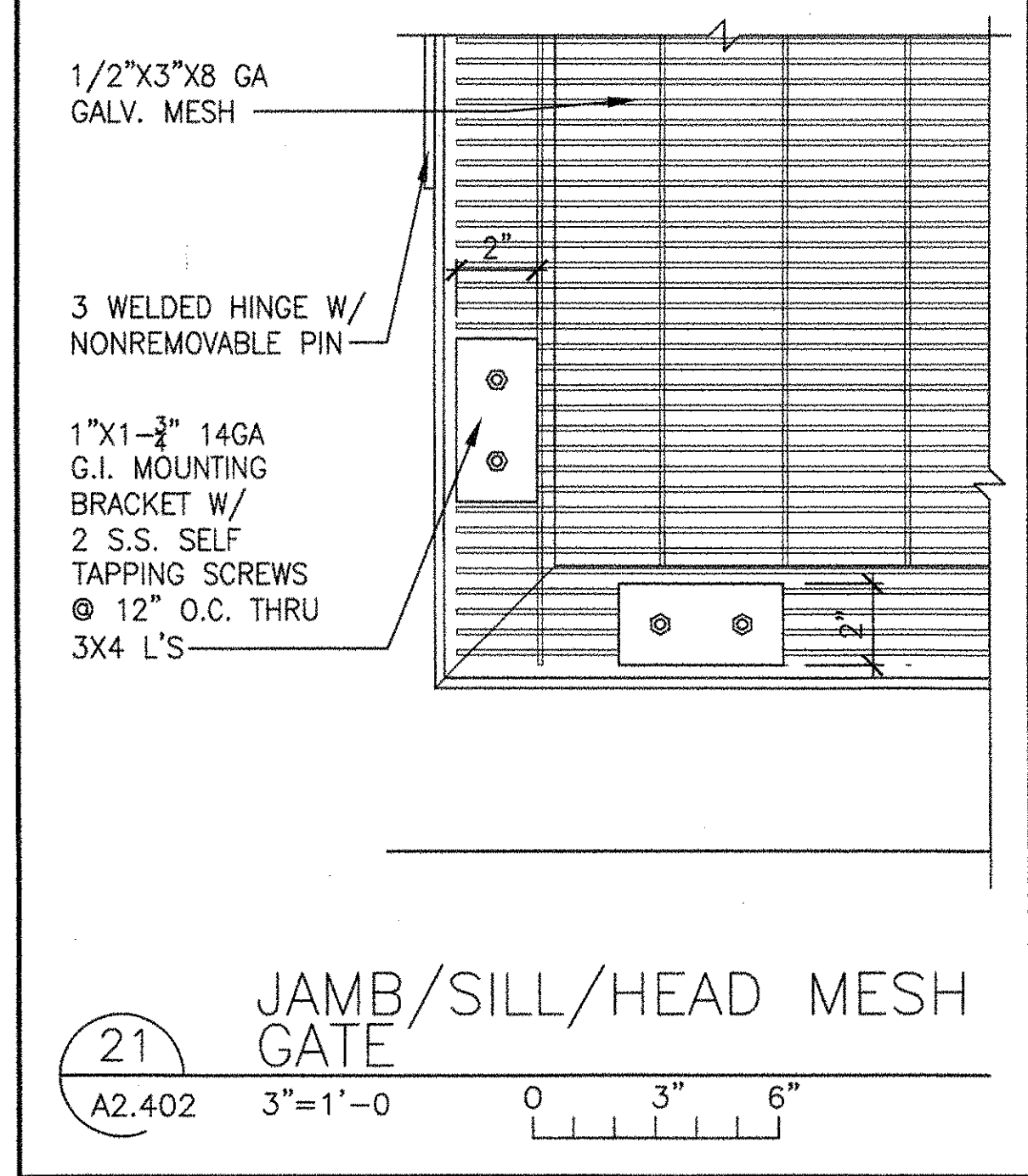
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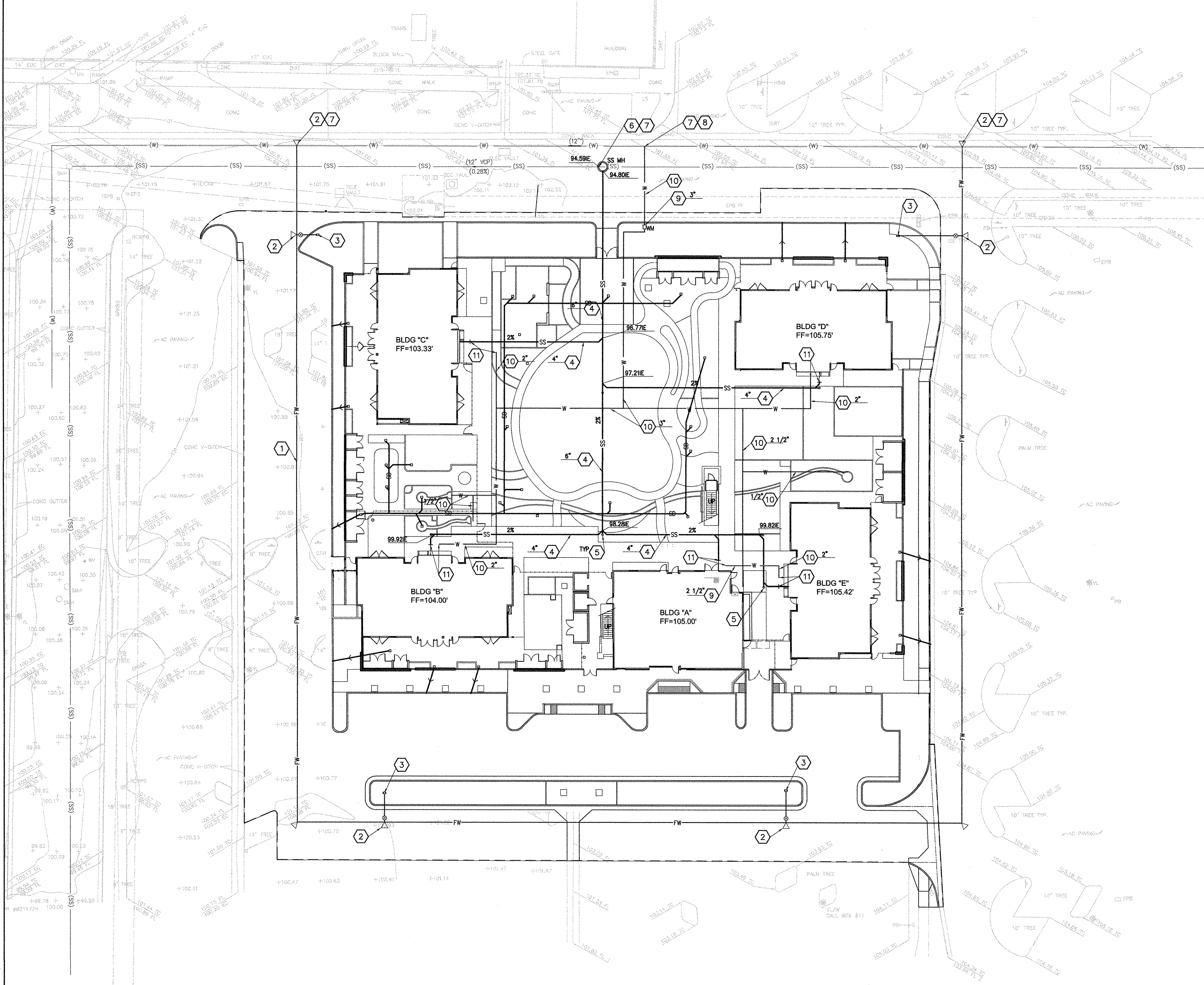
108649
JUN 11 2008

SITE DETAILS

drawn TK scale AS NOTED
quality assurance job no. EM 05012
approved JS date 03-28-07
sheet

A2-402



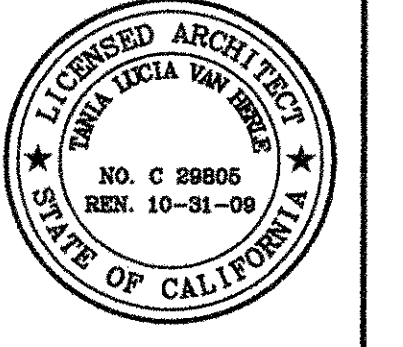


CONSTRUCTION NOTES

- 1 CONSTRUCT 6" C900 FIRE WATER LINE
- 2 CONSTRUCT THRUST BLOCK PER DETAIL (10) (C-4.0)
- 3 CONSTRUCT FIRE HYDRANT & VALVE PER DETAIL (4) (C-4.0) (5) (C-4.0)
- 4 CONSTRUCT SDR 35 SANITARY SEWER, SIZE PER PLAN
- 5 CONSTRUCT CLEAN OUT TO GRADE PER DETAIL (2) (C-4.0)
- 6 CONSTRUCT SS MANHOLE PER SPPWC STD PLAN 200-2
- 7 CONNECT TO EXISTING UTILITY
- 8 TAP EXIST AND CONNECT 3" DOMESTIC WATER SERVICE MAIN
- 9 INSTALL CAMPUS APPROVED WATER METER AS SHOWN
- 10 CONSTRUCT COPPER WATER LINE, SIZE PER PLAN
- 11 SEE PLUMBING PLAN FOR CONTINUATION

HARLEY ELLIS DEVERAUX
 Effective January 2008
 Harley Ellis Deveraux
 and Harley Ellis
 have merged as
 Harley Ellis Deveraux

401 SOUTH FIGUEROA STREET
 SUITE 500
 LOS ANGELES, CALIFORNIA 90017
 213.542.4500 FAX .4515



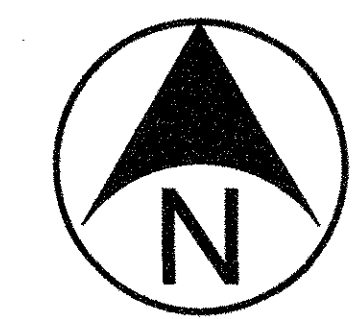
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SANTA ANA COLLEGE CHILD DEVELOPMENT CENTER

1530 WEST 17th Street
 SANTA ANA, CA 92706

ISSUE

03-28-07	DSA
12-14-07	DSA
04-10-08	DSA
04-18-08	DSA
RESUBMITTAL	

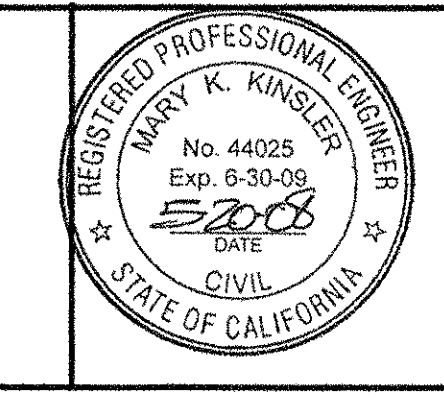


SCALE: 1" = 20'

IDENTIFICATION STAMP
 DIV. OF THE STATE ARCHITECT
 OFFICE OF REGULATION SERVICES
 04 108649
 AC, PLS, RM, SS, RPT
 DATE JUN 11 2008

PLANS PREPARED BY:
WHEELER & GRAY
 CONSULTING ENGINEERS
 800 N. BORDA WARE, SUITE 200, PASADENA, CA 91107
 (909) 432-0800 FAX (909) 432-0800

ENGINEER SIGNATURE: *[Signature]* DATE: 5/20/08



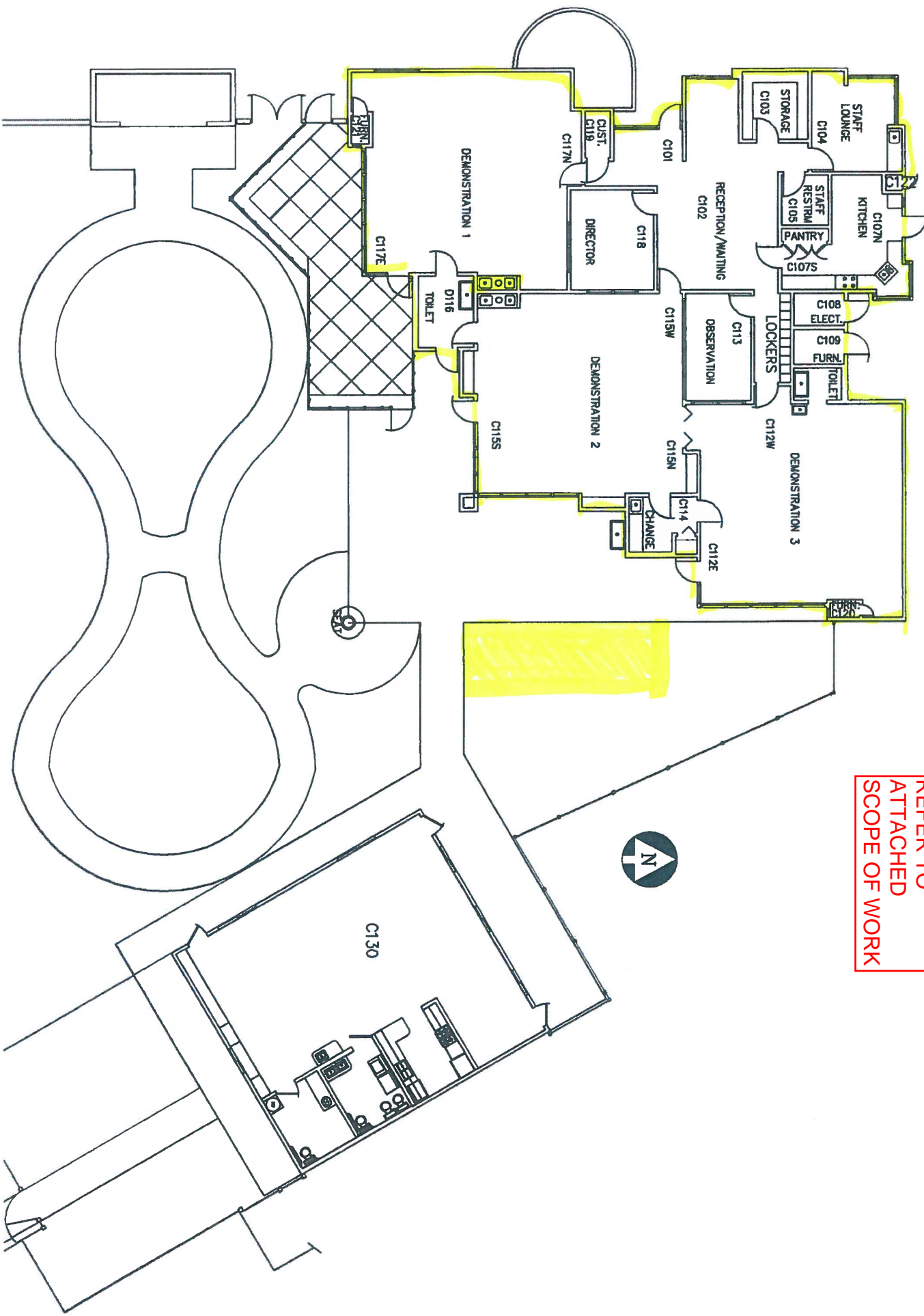
SITE UTILITY PLAN

drawn	scale
quality assurance	job no.
approved	date
sheet	

1" = 20'
 05012
 03-28-07
C-2.0

EXHIBIT B2- SANTIAGO CANYON COLLEGE SITE PLAN

"C" BLDG. SCC
CHILD DEVELOPMENT CENTER



REFER TO
ATTACHED
SCOPE OF WORK

AWARDED CONTRACTOR'S

CHECKLIST OF MANDATORY SUBMITTALS

(For Contractor's use and reference only. To be submitted to the District upon receiving the Award Letter.)

- Executed Construction Services Agreement (2 copies, sign but do not date)
- Labor and Material Payment Bond (2 copies, sign but do not date)
- Performance Bond (2 copies, sign but do not date)
- Prevailing Wages Certification
- Worker's Compensation Certification
- Guarantee
- Liability Insurance Certificate and Endorsement (naming the District as additional insured)
- Automobile Insurance and Endorsement (naming the District as additional insured)
- Contractor's Certificate Regarding Drug-Free Workplace
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy
- Disable Veteran Business Enterprise Participation Statement
- Disable Veteran Business Enterprise Close-out Statement
- Minority Business Enterprise Participation Statement
- Minority Business Enterprise Close-out Statement
- Women Business Enterprise Participation Statement
- Women Business Enterprise Close-out Statement
- Roof Project Financial Disclosure Certificate (N.A. to this project)
- Asbestos & Other Hazardous Materials Certification
- W-9 and 590 Form
- Contractor's DIR Certification/Proof