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GENERAL CONDITIONS

GENERAL PROVISIONS, BIDDING AND CONTRACT INFORMATION

1. REFERENCES AND DEFINITIONS

- A. Contractors are referred to these "General Requirements" of the Contract for construction. This document shall apply to all Sections of these Specifications as if set forth herein word for word and are meant for all Subcontractors and his/her Sub-subcontractors and other service company's Subcontractor performing work on the project.
- B. Throughout the plans, specifications, addenda, and other Contract Documents, the term "Contractors" shall be taken to mean the Subcontractor or his/her Sub-subcontractor and his/her or their service company's performing work on the project.
- C. The term "Builder" or "Builders (Project Manager) Representative" shall be taken to mean the person or persons authorized by the Owner to act in his/her behalf as the developer contractor for the entire project namely Facility Builders & Erectors, Inc. and its designated Project Manager.
- D. The words "plans" and drawings shall be taken to have the same meaning, unless in context specifically referencing plan view or views.
- E. The drawings and specifications are complementary each to the other and what is called for by one shall be binding as if called by both. However, the drawings and specifications shall be considered inseparable documents and each Contractor shall consider both instruments in order to perform the work in accordance with their combined intent.
- F. References to the "Architect" or "Engineer" in the specifications or on the drawings shall be taken to mean an authorized professional representative of the Owner and/or Builder.
- G. In case of discrepancies in the Contract Documents, Contractor shall first consult with the Builder for clarifications, revisions, or further action as may be required. Any discrepancy which results in any claim for additional time or money must be addressed to the Builder's Project Manager of Record.

2. EXAMINATION OF CONTRACT DOCUMENTS

- A. Before submitting proposal, each Bidder should carefully examine all drawings, specifications, addenda (if any), and all other Contract documents.
- B. All inquiries regarding the meaning of drawings, specifications, and/or other Contract Documents shall be addressed to:

Facility Builders & Erectors, Inc.
3940 E. Miraloma Ave.
Anaheim, CA 92806
Phone: (714) 577-8060 Fax: (714) 577-8064

BIDDERS NOTE:

- 1.) INQUIRIES SHALL BE LIMITED TO CALLS FROM PRE-QUALIFIED SUBCONTRACTORS BIDDING ON THIS PROJECT. SUB-SUBCONTRACTORS SHALL MAKE CONTACTS ONLY THROUGH ONE OF SUBCONTRACTORS.
- 2.) BIDDERS MAY RELY ON MINOR VERBAL REPLIES. SHOULD MAJOR CLARIFICATIONS OR REVISIONS BE REQUIRED, THE BIDDING DOCUMENTS WILL BE MODIFIED BY WRITTEN ADDENDUM DISTRIBUTED TO ALL BIDDING SUBCONTRACTORS.
- 3.) NO PRE-APPROVALS WILL BE GIVEN FOR THE SUBSTITUTION OF MATERIALS, EQUIPMENT, OR METHODS. REFER TO SEPARATE PARAGRAPH IN THIS SECTION FOR SUBSTITUTION PROCEDURE.
- 4.) CONTRACTORS ARE HEREBY INSTRUCTED TO QUALIFY THEIR RESPECTIVE BIDS IN WRITING FOR ALL CONDITIONS NOT CLARIFIED BY THE BIDDING DOCUMENTS TO THEIR SATISFACTION. ANY SUCH QUALIFICATIONS MUST BE SUBMITTED IN WRITING WITH THE BID PROPOSAL.

3. SITE INSPECTION

- A. Each Contractor shall visit the project site prior to the preparation of his/her bid to investigate and determine all conditions on and near the site which could affect the execution of the work. Any Contractor's failure to fully acquaint himself/herself with existing conditions under which the work is to be performed will not be justification for additional compensation.
- B. The location of the underground utilities such as sewers, electrical power, water piping, conduit, etc., indicated on the drawings is as can be determined from available information though its accuracy and completeness cannot be guaranteed. Exact location of these utilities shall exercise special care when excavating at or near the general location of underground utilities for the safety of workers, as well as for protection of the utility services. Contractor will be fully responsible for any damage caused by work to existing underground utilities.

- C. Any connections to or relocation of any existing utility line requiring temporary disconnection of utilities which are in active use shall be scheduled and coordinated with the utility companies and/or the representatives of the Owner. All premium time required for the installation of any such connections and/or relocations shall be included in Contractor's bid.
- D. In no case shall the utilities be left disconnected at the end of a working day or weekend unless authorized by representatives of the utilities and the Builder. Any existing utilities damaged due to the operation of any Contractor causing the damage, at no increase in the contract cost.

4. PROPOSALS

- A. Proposals will be received by Builder with the time and location of the receipt to be announced by that particular project's Project Manager of Record.
- B. Bids may be called in but in order to be valid Proposals shall be submitted in an envelope marked "Proposal". No exception to procedure will be allowed and any bid received after the specified time will be subject to rejection. To be considered a valid bid, proposals must be filled in completely including category breakdowns and qualification data.
- C. A copy of your proposal shall be mailed to:
Facility Builders & Erectors, Inc.
3940 E. Miraloma Ave.
Anaheim, CA 92806
- D. All proposals shall be in accordance with all requirements of the Contract Documents and subject to all conditions provided the same.
- E. All proposals shall be a lump sum and shall cover and include all materials, accessories, tools, equipment, expendable equipment, insurance, taxes, overhead, profit and performance of all services and labor required to completely execute the work in accordance with the Contract Document.
- F. Each contractor shall break his/her proposal into separate trade activities of your proposal. This categorization is requested only for cost accounting as well as to assure understanding of the scope of work. These categories could be considered as fixing the basis for any contract adjustment.
- G. Proposal should include a complete breakdown of each building or system if more than one (1) and each other structure i.e., parking structure, monuments, etc., where they apply or are included in the general plans and schemes. All site work must be broken out separate on and off-site as it pertains, etc. Other breakdowns as may be requested in the "Special Conditions" and/or any other breakdowns as may be requested by Project Manager for bid.

5. SPECIFIED MANUFACTURERS, SUBSTITUTIONS AND ALTERNATES

- A. The following provisions shall govern the bidding of all work. The provisions specified below shall not relieve the Contractor from meeting other requirements set forth elsewhere in the Bidding or Contract Documents.
- B. When a product name is not specified:
 - 1. In all cases, the first-named product of Manufacturer's equipment has been used for the basic design and to determine the space requirements.
 - 2. Any one of the specified brands or manufacturer's products equivalent to the first-named may be used for the basic design and to determine the space requirements.
 - 3. Should other than the first-named brand be used in preparation of the bid, the contractor shall be responsible to determine and assure that the product or equipment being bid will fit and function in the space allocated. Submission of shop drawings to the Builder shall be construed as evidence that the Contractor has made this determination and that the equipment will fit and function in the allocated space.
 - 4. In all cases, the product used shall meet the requirements of the intended service, including specified optional accessories, performance, and basic features. Should one of the name manufacturers offer a range of quality compared with the first-named brand in the specifications. All equality determinations rest with the Engineer and his /her decisions shall be final.
- C. When one (1) brand name only is specified without further qualifying stipulation:
 - 1. Contractors base bid price shall be based on the product specified.
 - 2. The Contractors are invited and encouraged to propose, as Substitutions, the products or equipment of other manufacturers potentially suitable for the intended services and/or applications. See paragraph below Substitutions for further requirements.
- D. Substitutions
 - 1. Any material, product, or equipment (other than specified materials, brands, or manufacturers, brands, or manufacturers proposed by the Contractor) shall be considered a Substitution.
 - 2. Except as otherwise specified herein below, in order to qualify for review by the Builder for a decision on approval, a Substitution shall be submitted at the time of bidding. The proposed Substitution shall be clearly identified and shall include the respective add or deduct to the contract base bid amount as defined above. The Contractor shall submit complete data (including samples, if requested) regarding the Substitution to the Builder for review and decision.
- E. Alternates
 - 1. When requested in the specifications or in the drawings, Contractor shall include the appropriate add or deduct on the Bid Form for the Alternate as specified.
 - 2. Requested Alternate(s) shall be numbered and shall be clearly identified in each Contractor's bid.
 - 3. Each Contractor is encouraged to submit any voluntary alternates or unit prices he feels appropriate for consideration as an allowable substitution.
- F. Associated Costs and Delays
 - 1. All additional costs associated with the use of any product, material, or equipment (other than the first-named product, a specified material, or a requested Alternate) shall be the responsibility of the Contractor making the Substitution or

electing to use other than first-named product. (i.e. if a Contractor elects to use the third-named brand in the specifications covering a particular item of equipment, and the choice of that brand necessitates an increase in electrical feeder size, additional structural support, access panels, or any other changes whatsoever in this work and/or the work of others, the Contractor shall include in his bid the costs of all such changes).

2. The approval of a Substitution and/or the discovery of associated costs during construction shall not relieve the Contractor from paying for changes in his work and/or the work of others.
3. To avoid the associated costs as described due to an untimely discovery of necessary changes, the Contractor may be permitted to revert to the use of the specified product, material, or equipment provided a delay in the project does not result. The builder shall first be consulted and his decision regarding the interpretation of "delay" shall be final.
4. It shall be further understood that the use of any approved Substitution or other than the first-named brand in the specifications shall involve no extension of the project completion date and/or shall not cause delays in the work of other Contractors unless otherwise stipulated in writing with the respective Contractor's bid and/or proposal for Substitution approved by the Builder.

6. EXPEDITING PRODUCT DELIVERIES

- A. Contractor shall be responsible for ordering and purchasing products equipment, and materials on a prompt and timely basis to avoid delays in construction due to deliveries
- B. Contractor shall submit the list of products, equipment, and materials within not more than 14 calendar days after award of contract.
- C. Orders shall be placed with suppliers immediately upon receipt of contract and/or "Notice to Proceed". No excuse for delivery delay will be entertained unless the following items have previously submitted to the Builder's Project Manager.
 1. Xerox of the order form forwarded not later than seven days after placement of the said order.
 2. Letter from the supplier explaining the said delay.

7. SUBSTITUTIONS AFTER CONTRACT AWARD

- A. After award of the contract, the Contractor and each of his Sub-subcontractor(s) shall promptly prepare and submit (within not less than 14 calendar days after contract award) to the Builder complete lists of all product and equipment proposed for use in constructing this project, equipment or material including brochures, catalog cut sheets, etc.
 1. The required lists shall include the equipment mark noted on the drawings (if applicable), the manufacturer's name and model number, and/or a brief description of the project, equipment or material including brochures; catalog cut sheets, etc.
 2. The lists shall clearly identify any and all deviations from the drawings and specifications, if applicable.
 3. If use of the first-named brand in the specifications is proposed by the Contractor or required by the Contract Documents, the required list may include the specification page and paragraph reference to augment or replace the project description.
 4. Any and all Substitutions accepted at the time Contract was signed and appropriately identified in the Contract shall be identified on the lists as "Accepted Substitutes".
 5. For construction based on a "Performance Specification" such as fire protection sprinkler systems and lawn irrigation systems, the lists shall include a line item for each product plus separate line items for hydraulic calculations and detailed shop drawings.
 6. Structural systems shall be entered on the lists by categories or types of shop drawings required to properly fabricate, install, and erect the systems.
- B. Each list shall be signed and dated by the Contractor and his/her Sub-subcontractor (as applicable) attesting to the fact that the products, equipment, and materials will be furnished in accordance with the Contract Documents and the list, including all specified options, features, characteristics, and performance. The Contractor's certification shall be construed and interpreted to mean that the Contract Documents are clearly and fully understood and that corrections to non-complying work will be made promptly without delaying the project completion schedule and without additional costs to the Builder, unless otherwise qualified or stipulated.
- C. Upon receipt of the required list of products materials and equipment. The Builder will review the same and exercise the option to request selected shop drawings and/or Submittals for review.
 1. The Builder will return a copy of each required list to the Contractor along with comments and a notification of shop drawings and submittals requested for review.
 2. Upon return receipt of the required lists, Contractor shall promptly submit those shop drawings/submittals requested by the Builder.
- D. Except for those shop drawings and/or submittals specifically requested, by the Architect and/or Builder, the Builder will not review shop drawings, submittals or Product data.
 1. Contractor's request for clarification and/or interpretations of the Contract Documents shall be made in writing on an individual and specific basis. All such requests shall first be reviewed by the Builder.
 2. In the event specific approvals are required by the manufacturer of a product, material, or fabrication, the contractor (and his/her Sub-subcontractors) shall provide said "approval" of the shop drawings or submittals as required to release for fabrication and/or shipment on a timely basis. The Contractor and his/her Sub-subcontractor shall advise suppliers, vendors, distributors and manufacturing, fabrication, and/or shipment to insure timely delivery of respective products, materials, equipment and fabrications.
 3. Submittals received by the Builder outside the scope of the above guidelines will be returned to the Contractor without review or comment.
- E. The above stated procedures and policies regarding shop drawings and submittals are intended to simplify and expedite the construction process and emphasize the Contractor's role and responsibility for coordinating the work of all trades in a proper and timely manner consistent with the Contract Documents. In keeping with this intent and concept, review comments

received by the Contractor (and his/her Sub-subcontractors) from the Builder on selected an requested shop drawings and/or submittals shall not be interpreted or construed as relieving the Contractor (or his/her Sub-subcontractors) from complying with the requirements set forth in the Contract Documents.

- F. For all shop drawings, or product data, including those requested by the Builder, the Contractor shall review same thoroughly and carefully, clearly marking and/or noting all discrepancies and deviation from the Contract Documents, and affixing an appropriate review stamp, signed and dated Contractor's review (and submittal if requested) shall constitute a representation by the Contractor that he/she has verifies compliance with the Contract Documents, and that he/she has determined and/or verified field measurements, coordination, materials, and requirements relating to the work and information contained therein are consistent with the project criteria and Contract Documents. The Contractor shall be responsible to distribute six (6) copies of all shop drawings and product data to the Builder as applicable, on a timely basis after his review for Builders approval and distribution back to Contractor.
- G. As applicable to this Contractor's trade, at the completion of the project and prior to or in conjunction with the Contractor's request for final payment * one (1) copy of all shop drawings and similar data shall be furnished to the Builder (in sepia form) as part of the "as-built" project records including applicable revisions and notations to truly reflect as built conditions. (* Number of copies will be determined on each project by the Owner requirement).
- H. Requested shop drawings and submittal data shall be mailed with a transmittal letter or form prepared by the Contractor which shall include the number of copies and identification of each item submitted. The transmittal shall not be used as the only source for identifying deviations, if any, from the Contract Documents.
- I. Requested shop drawings for inter-related equipment must be submitted at one time, since the performance of one piece of equipment must be matched in performance by all other equipment of the overall system.

8. PERMITS, REGULATIONS, CODES AND STANDARDS

- A. The Contractor shall secure and pay for all required permits (as applicable to this Contractor's trade) necessary for his/her work with exception of building permits to be secured and paid for by the Builder.
- B. The Builder is responsible for filing the plans for the Building Permit. The Builder shall cooperate with the Owner in expediting acquisition of the Permit. The main Building permit fee shall be paid by the Builder; any other fees are to be by the Contractor of his/her Sub-subcontractors (as applicable to this Contractor's trade). No extra for such fees or one time changes will be considered. The Builder shall be responsible to secure and pay for the fire protection permit and the curb cut/utility installation in right-of-way permit. Assessment fees to be paid for by Owner.
- C. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn or specified (as applicable to this Contractor's trade).
- D. All work installed by the Contractors shall be in compliance with governing Federal, state and Local codes. All electrical work shall comply with the national Electrical Code (NEC - latest edition); except where more stringent Local or other Codes must govern. If any portion of the work called for in the specifications or shown on the drawings is deemed contrary to the Codes and Requirements, Contractor shall be required to bring the matter to the attention of the Builder prior to roughing-in so that same can reviewed for clarification or revision. Installations made without regard to Code Requirements must be corrected by the Contractor or his/her Sub-subcontractors without an increase in the contract amount.
- E. Any "Standard" ASTM, ASA, etc., referenced in these specifications shall be based on the edition and/or amendments of the Standard as specified herein. In some cases where the edition or date of the "Standard" is not specified, the edition and/or amendments of the Standard which are current on the date the bids are submitted shall govern. Should a more current edition of a Standard become effective during construction, the Contractor may, with the approval of the Engineer apply the latest edition of the specified Standard.

9. WORK OF THE CONTRACTOR

- A. Contractor shall furnish all labor and material required to perform and complete all work as shown and described in the Contract Documents. Include all work indicated or specified in addenda, bulletins, accepted alternates or amendments.
- B. The scope of work shall include all work noted in the plans or these specifications with the following clarifications:
 - (1) Verification of the site conditions is the responsibility of the Contractor and no extra (time or money) shall be approved due to this Contractor's failure to review conditions under which the work will be performed unless identified specifically by written exception as part of his/her proposal.
 - (2) The Contract Documents are intended to describe a total and completed facility. The specifications describe the various items of work, character of materials, and completion of the work, though not specifically shown or specified shall be covered by the contract sum.
 - (3) The Contractor will be required to furnish and install (as applicable to this Contractor's trade) all temporary piping, power to Builder's temporary service, electric wiring, lightning, etc., that is necessary to perform his work and shall remove same upon completion of the work. Point of connection, route and method of extension must meet the approval or the Builder's Representative and CAL OSHA.
- C. The Contractor shall not assign any monies due or to become due to him under the Contract Documents without prior consent of the Builder nor shall either party to the contract assign the contract or sublet it as a whole without the written consent of the Builder.

10. PAYMENT BY CONTRACTOR

Contractor shall ensure that each of its employees, laborers, subcontractors, suppliers and other indebtedness is paid all amounts due in connection with this Subcontract, including without limitation any prevailing wages required to be paid under the terms of any applicable collective bargaining agreements, the provisions of the Davis Bacon Act, the California Labor Code, the decisions, determinations, and orders of the California Labor Commissioner, Department of Industrial Relations, Division of Labor Standards Enforcement, or any other federal, state, or local laws, ordinances and regulations, and Contractor shall (a) apply all payments received from Builder to the making of such payments, and (b) otherwise fully comply with all requirements (including without limitation, the payroll reporting and apprenticeship requirements identified in Exhibits AA, BB, CC, and DD) of all such acts, laws, ordinances and regulations, Contractor shall have the right to withhold any progress payments otherwise due hereunder until

Subcontractor submits evidence (including without limitation, lien releases and certified payroll records) satisfactory to Builder, in its sole discretion that all amounts owed by Contractor in connection with this Subcontract have been fully paid and discharged. Builder shall have the right by joint check, direct check or otherwise to pay any employee, laborer, subcontractor, supplier and other indebtedness which has not been paid amounts due in connection with this Subcontract whether or not a lien or claim has been filed. To the extent that Builder has not withheld such amounts from progress payments Contractor shall pay said amounts to Builder upon demand. No payment by Builder to any of Subcontractor's employees, laborers, subcontractors, suppliers or other indebtedness shall be deemed to confer upon said entities or persons any third party benefit. Contractor shall immediately reimburse Builder for any amounts paid by Builder's payment bond surety or other surety, if any, in connection with this Subcontract. In the event that Builder is required to pay or defend or indemnify any entity or person as a result of any duty, act or omission of Contractor in connection with this Subcontract, Contractor shall immediately reimburse Builder for the full cost thereof including Builder's actual attorneys' fees and all other costs, whether or not taxable by statute or court rule.

Exhibits AA, BB, CC, and DD, as well as the sample forms appended to such Exhibits, are hereby incorporated into and deemed material terms of the Subcontract.

11. SUPERVISION, COORDINATION AND LAYOUT

- A. Considering the Time of essence Contract the Builder shall conduct weekly job meetings with all Contractors and their Sub-subcontractors as Builder may require, in attendance for the purpose of coordination and expediting.
- B. The Contractor will be required to submit the name of all his/her Sub-subcontractors for service companies to the Builder for approval prior to awarding of the sub-subcontract work. The builder reserves the right to approve or disapprove any sub-subcontractors. After their approval and the subsequent award of subcontracts, the Builder shall provide a type written list of the subcontractors with their work identified, address, phone number(s), and prime contact(s) to each Contractor for his/her use.
- C. In order to maintain proper coordination and continuation of all branches of work, Contractor's Superintendents or foremen shall not be changed without prior notice to and approval of the Builder.
- D. Each Contractor shall carefully examine ALL drawings and specifications for the total project and coordinate his/her work with others to avoid delay and shall be responsible to avoid delay and shall be responsible to ascertain that the work he/she installs does not interfere with work of other Contractors. If work is installed which does interfere, it shall be corrected at the Contractor's expense. Pre-occupation of space by any Contractor or his/her Sub-subcontractor does not give him/her the right of priority to the space.
- E. When piping, conduits, ducts or other items are to run in the same general direction, elevation or location, the Contractors involved shall request the builder to arrange a conference to determine the proper allocation of the space or position.
- F. When work is to be installed above ceilings, adequate clearance must be maintained to allow for access, repairs, and removal of all devices. Each Contractor shall be responsible for protecting his/her installation from being blocked off by others. Should this condition occur he/she shall bring the matter to the attention of the other Contractors and Builder for correction. All problems however, should be coordinated through the Builder.
- G. Each Contractor shall be responsible for any layout associated with the performance of his/her work. Should a sub-subcontractor's work be subsequent to and contingent upon layout by another, he/she shall check said layout prior to proceeding with his/her work, reporting any discrepancies to the Builder. Proceeding with the layout shall be considered as acceptance of the layout.

12. SCHEDULE

- A. This is a time of essence contract.
- B. Due to the nature of the Owners Requirements this project must be completed in accordance with Builder's adopted construction schedule.
- C. Contractors shall carefully schedule and coordinate work so as to provide the maximum cooperation and the minimum of interference with the work of others. Scheduling shall be adopted and approved by the Builder in the manner described below.
- D. Contractor shall prepare a complete Project Construction Schedule based on this information along with his knowledge and experience, as well as the approved input derived from the various Contractors' schedule mentioned above. those Contractors that are to furnish Builder with schedule input to include: ALL SUBCONTRACTORS
- E. After the work has commenced, the Builder shall conduct weekly jobsite meetings with all major Contractors and shall advise the Contractor in writing with a copy to the Owner as to the then current status of the schedule, and indication whether or not the project contemplates, as of that time, any future deviation from the schedule. Such reports and meeting minutes shall include a statement indicating that the report is based on the then current information furnished by all Contractors and material suppliers and shall be issued promptly.
- F. Extension of time beyond the date stipulated in proposal may be allowed on account of inclement weather. However, extension of time due to other causes which could have been avoided by exercise of reasonable foresight on Contractor's part will not be accepted. (Site development shall be so scheduled to provide an impervious surface as early as practical.)
- G. Any problems developing during the course of the job that would affect the schedule shall be brought to the Builder's attention immediately by Contractor(s).

13. TESTS AND INSPECTIONS

- A. If the provisions of the contract, specifications or any law building ordinance or code, rule, utility requirement, order of regulation prescribed by any legally constituted public authority having jurisdiction, require that any of the work performed by the Contractor, or any material thereof, whether complete or incomplete be tested or inspected, then the Builder shall have said tests or inspections made, and Owner shall pay all cost incurred by the testing laboratory in connection therewith, except as hereafter noted.

1. Soils/Site testing shall be the sole exception to the above noted procedure. The testing laboratory shall be selected by the Owner's Representative secured and coordinated by the Builder.
2. All other tests shall be made by a well established independent approved testing laboratory, having the facilities to make the tests required, and which is satisfactory to the Owner's Representatives.
3. The testing laboratory shall report the results of all tests in writing to the Builder, the Architect and the Owner's Representative.

14. CUTTING, PATCHING, AND CLEANING

- A. No contractor shall endanger and/or damage any work by cutting, drilling, digging or other actions. No contractor shall cut or alter the work of other contractor without prior written approval by the Builder.
- B. Any costs caused by defective and/or ill-timed work shall be borne by the Contractor responsible therefore.
- C. In no case shall any Contractor cut into any structural element beam, or column without prior written approval from the Builder and the Architect and Engineer of Record.
- D. Each Contractor shall be responsible to follow the progress of the project to assure that his/her portion of the work is installed at the appropriate time to avoid unnecessary cutting, patching or modifications of his/her work and/or the work of the Contractors. (Special effort shall be undertaken to ensure that all conduit and embedded items are properly installed in the work).
- E. In case any Contractor is required to cut existing work in order to install the work required under his/her portion of the contract, the Contractor requiring the cutting shall bear the expense of the cutting and all subsequent repairing, patching, and/or replacement. All cutting, patching, repairing, and/or replacing shall meet with the approval of the Builder, Architect and Engineer of Record.
- F. Each Contractor shall be responsible for cleaning up package materials, trash and debris related to his/her workmen. In addition, each Contractor shall be responsible for cleaning walls, floors, and other finished surfaces soiled as a result of his/her portion of the work or due to his/her workmen. All work by each Contractor shall be clean at the completion of the respective portion of the contract. (Again special attention shall be given to cleaning dirt stains, etc., from interior and exterior masonry and/or concrete).
- G. The Contractor, his/her Sub-subcontractor, or material supplier shall promptly correct all work rejected by the Architect or the Builder as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor, his Sub-subcontractor or material supplier shall bear all costs of correcting such rejected work or materials including the costs of the Builder's additional services thereby made necessary.

15. OWNER OCCUPANCY

- A. The owner reserves the right to take initial occupancy of the building at the earliest possible date, particularly with regard to delivery and installation of fixtures, and merchandise. Depending on the process of the Contractor's work, this may or may not create some inconvenience. The Contractor or his/her Sub-subcontractor should anticipate this possibility. Claims for time delays and/or extra costs due to such inconveniences will not be allowed.
- B. When the Owner takes beneficial occupancy and begins receipt of merchandise, the site shall no longer be considered as a construction site. Subsequent to beneficial occupancy the contractor will be subject to the rules of the Builder regarding access, security, smoking, etc.

16. FINAL INSPECTION

- A. As the work nears completion, the Builder shall review the requirements of the Contract Documents, inspect the work, and inform the parties involved of the work to be corrected or completed before the project can be deemed substantially complete.
- B. When, in the opinion of the Builder, the project is substantially complete, he/she shall notify the Owner in writing of this fact, listing those items of work remaining incomplete, the reason therefore, and the anticipated date that all the remaining work will be completed. Final inspection of the project will then be scheduled.
- C. The Builder's representative reserves the right to cancel and reschedule the inspection in the event considerable more work remains to be completed or corrected than indicated on the written request for inspection.
- D. A representative of the Contractor shall be present at the time of inspection.

17. GUARANTEE

- A. General Guarantee - See Exhibit "G"
 1. Each Contractor and/or his/her Sub-subcontractor shall guarantee his/her work in writing, including labor and materials, for a period of one (1) year or longer, if so specified elsewhere (warranty to be one (1) year unless stated in the Contract Scope of Work), from the date of final completion of the contract by the Builder or from full occupancy of the building by the Owner whichever date is earlier.
 2. However, if at the time of full occupancy of the building by Owner, a Portion of the work has not been completed or is found to be defective, the starting date of guarantee for the defective or incomplete portion shall be effective only after same has been completed or corrected by the Contractor.
 3. If a portion of the building and/or the work is turned over to the Owner for occupancy and/or operation prior to the completion of the work under contract, the beginning of the guarantee period for the portion occupied will begin from the date of occupancy. In order to receive an adjustment in the guarantee period, the contractors involved shall each submit a written certificate describing the portion of the work involved. The certificate shall be submitted for signature and shall become effective when signed by the authorized Representative of the Builder.

4. Defective work and all damages resulting from the same occurring within one (1) year from the date of completion of work under contract shall be corrected by the responsible Contractor at his/her own expense.
- B. Specific Warranty
1. Manufacturer's equipment warranty shall be for at least a period of one (1) year as defined in the General Guarantee paragraph. When manufacturer's standard warranty is for a longer period, or if a longer period is called for in the specific equipment specifications, then the longer period warranty as defined by the manufacturer shall govern. In any case, the overall effective guarantee period shall not be shorter than the one (1) year period dating from the final completion date of the contract.
 2. Contractor shall be required to turn over manufacturer's written guarantee to Builder prior to receiving final payment.

18. INDEMNIFICATION

- A. All Work covered by this Subcontract, performed at the Site or in preparing or delivering materials to the Site shall be at the risk of Subcontractor alone. Subcontractor agrees to defend, indemnify and hold harmless Owner and Contractor and their agents and employees from and against any and all liability, claims, judgments, actions, suits, proceedings, demands and any other loss, damage or expense, including the obligations of Contractor on account of any similar agreement Contractor has with Owner (hereinafter referred to in this paragraph as "Claims"), and including Claims arising from injuries or death of persons (Subcontractor's employees included), damage to property, actual or alleged infringement of any patent or other intellectual property rights arising out of the Subcontract Work, hazardous materials, and Subcontractor's failure to comply with any of its obligations under this Subcontract arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Subcontractor, save and except only Claims arising through the active negligence, sole negligence or willful misconduct of Owner or Contractor or their agents and employees, and will make good to and reimburse Contractor for any expenditures, including reasonable attorney's fees, consultant's fees, costs, fines, penalties, corrective measures and any other reasonable expenses Contractor may incur by reason of such Claims. If requested by Contractor, Subcontractor will defend any Claims at the reasonable allocated share of the total cost and expense of defense with counsel acceptable to Contractor.
- B. To the fullest extent permitted by law, in any and all claims against the Owner, the Architect, Architect's consultants, agents and employees, Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their respective agents or employees, by any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation set forth above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under any insurance, workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Subcontractor hereby waives any immunity that would otherwise be available against such claims under any and all workers' compensation statutes. This provision was specifically negotiated.

19. WAIVER OF SUBROGATION:

- A. Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Worker's Compensation and Employers Liability insurance maintained per Facility Builders & Erectors, Inc. Insurance requirements.

20. SUBCONTRACTING

- A. In order for Contractor's proposal to be considered further, Contractor must present Builder with a written confirmation of his/her quotation within seventy-two (72) hours (three days).
- B. Upon Builders receipt of written proposal and if as verbally stated and approved, Builder will prepare on Builder's form, and not that of a Contractor or Subcontractors own agreement form in detail referencing specific job; scope of work, amount of contract, approximate start date and completion time, and detailed exhibit(s) describing the Contract Documents, including along with scope of work.
- C. Said contract will especially refer to this Facility Builders & Erectors, Inc. specification for which it is understood in all cases to be a pertinent part of the Subcontractor Agreement at all times.
- D. Contractor is to execute Builder's Contract agreement within five (5) days and return same to Builder for further execution, after which, Builder will distribute contractors copy to Contractor for his/her record.
- E. Contractor is to start no work on the job site until Contractor has in his/her possession a copy of the fully executed contract, has submitted his/her certificate of insurance to Builder pursuant to these provisions, and has received notice to proceed from either Builder's Superintendent or Builder's Project Manager of Record.

21. CHANGES TO WORK

A Subcontract Change is any change in the Work within the general scope of this Subcontract including a change in the drawings, specifications or technical requirements of the Contact Documents and/or a change in the schedule of the work affecting the performance of this Subcontract. Builder may, at any time, by written order of its authorized representative(s) and without notice to Contractor's Surety(ies), make changes in, additions to and deletions from Contractor's Work. When ordered by Builder, Subcontractor shall promptly proceed with its Work as so changed in accordance with the Schedule of Work pending determination of any increase or decrease to the Subcontract Price on account of such change. Unless Contractor notifies Builder in writing within five (5) days of receipt of such change that it intends to seek an increase in Subcontract Price or an extension of the time of performance of Contractor's Work, any future claim for increase in Contractor's Price(s)

or additional compensation resulting from the impact of such change or an extension of time for performance of its Work on account of such change shall be deemed to have been waived. Any adjustment in the Subcontract Price or the time for performance of Contractor's Work resulting from such change shall be set forth in a Subcontract Change Order. No adjustment to the Subcontract Price or time of performance shall be made for any such change performed by Contractor which has not been ordered in writing by Contractor's authorized representative(s).

- a. When Builder orders a change in writing, Contractor, without nullifying this Subcontract, shall make any and all changes in the Work which are within the general scope of this Subcontract. Adjustments in the Subcontract Price or Subcontract Time, if any, resulting from such changes shall be set forth in a Subcontract Change Order or a Subcontract Construction Change Directive pursuant to the Contract Documents. No such adjustments shall be made for any changes performed by Contractor that have not been ordered by Builder. A Subcontract Change Order is a written instrument prepared by Builder and signed by Contractor stating the change in the scope of the Work and adjustment in the Subcontract Price and/or Subcontract Time. A Subcontract Construction Change Directive is a written instrument prepared by Builder directing a change in the Subcontract Work and stating a proposed adjustment, if any, in the Subcontract Price or Subcontract Time or both. A Subcontract Construction Change Directive shall be used in the absence of agreement on the terms of a Subcontract Change Order.
- b. Contractor shall comply with all Subcontract Construction Change Directives received from Builder and perform the required changes in the Work in a prompt and expeditious manner. Contractor shall evaluate the proposed adjustment in the Subcontract Price or Subcontract Time, if any, as set forth in the Subcontract Construction Change Directive and respond, in writing, to Builder stating Contractor's acceptance or rejection of the proposed adjustment and the reasons therefore within seven (7) working days of receipt by Contractor of the Subcontract Construction Change Directive.
- c. Contractor may agree to the Subcontract Construction Change Directive and the terms of the proposed adjustment, if any, by signing the Subcontract Construction Change Directive and returning it forthwith to Builder. Subcontract Construction Change Directives agreed to by Contractor are effective immediately and become Subcontract Change Orders in accordance with their terms.
- d. A Subcontract Change Order or Subcontract Construction Change Directive requires an adjustment in the Subcontract Price, the adjustment shall be established by one of the following methods or any combination of the same:
 - a. mutual agreement on a lump sum with sufficient information to substantiate the amount;
 - b. unit prices already established in the Subcontract or if not established by the Subcontract then established by mutual agreement for the adjustment;
 - c. a mutually determined cost plus a jointly acceptable markup for overhead and profit; or
 - d. as may otherwise be required by the Contract Documents.
- e. If Contractor does not advise Builder promptly of Contractor's agreement or disagreement with a proposed adjustment, or if Contractor disagrees with the proposed method of adjustment, the method and the adjustment shall be determined by Builder on the basis of reasonable Contractor expenditures and savings attributable to the change, including, in the case of an increase in the Subcontract Price, a markup for overhead and profit. The sum to be paid as the markup for overhead and profit on the change in the Work shall be the lesser of (a) the markup allowed by the Contract Documents, or (b) 15% of the actual direct cost of performing the change in the Work, for that portion of the Work performed directly, and 5% of the actual direct cost of performing the change in the Work, for that portion performed by a lower tier subcontractor. There shall be no relationship, other than contractual, between Contractor and any lower tier subcontractor. If a change in the Work consists of both additions and deletions, any overhead and profit shall be computed upon the excess of the additive cost over the deductive cost. The sum paid for overhead and profit is all inclusive and shall cover all Contractors general and administrative expenses, as well as profit, including, but not limited to supervision and all main office and branch office labor, plant, and equipment, clerical support and supplies, estimating, insurance and bond premiums, computers, accounting, timekeeping, capital expenses and related items. Pending final determination of costs to Builder and/or Owner, Contractor may include in its Applications for Payment to Builder amounts not in dispute for work performed pursuant to properly authorized Subcontract Construction Change Directives.
- f. NO CHANGE ORDER SHALL BE VALID UNLESS IN WRITING AND TIMELY SUBMITTED TO BUILDER AND SIGNED BY BUILDER'S PROJECT MANAGER.
- g. Builder may direct Contractor to perform incidental changes in the Work which do not involve adjustments in the Subcontract Price or Subcontract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Builder shall initiate an incidental change in the Work by issuing a written order to Contractor. Such written orders shall be carried out promptly and are binding on the parties.

22. PROGRESS PAYMENTS

- A. Payments are to be made in monthly installments for Work performed during the month in an amount equal to the value of the Work performed by Subcontractor during the month, less a minimum ten percent (10%) retention. The value of the Work is to be determined by reference to the Subcontract Price but shall not exceed the amount certified by the Architect and approved by the Owner for payment. The parties agree that payments shall be due and payable by Contractor to Subcontractor thirty (30) days after Contractor's receipt of Subcontractor's application for payment, or ten (10) days after Contractor has received payment from Owner for the work of Subcontractor, whichever is later. It is an express condition of this Subcontract that Contractor's obligation to pay Subcontractor is contingent upon Contractor's receipt of payment from Owner for Subcontractor's work. Subcontractor relies solely on the credit of Owner, not Contractor. However, Owner's withholding of payment to Contractor due to an alleged failure by Contractor to perform

any of its obligations unrelated to this Subcontract will not excuse payment to Subcontractor under the terms of this Subcontract. In the event of non-payment by Owner, nothing contained herein shall be construed as a waiver or impairment of Subcontractor's mechanic lien rights.

- B. Invoices for work completed and projected to the 30th of the month must be submitted to Facility Builders & Erectors, Inc. by the 20th of the month (or Friday prior to the 20th if the date lands on a weekend or holiday) along with the Contractor's certified payroll records in the form called for in Exhibits AA, BB, CC and DD, including the sample forms entitled DIR Public Works Payroll Reporting Form and Notice To Public Entity.
- C. Invoice to be on Facility Builders & Erectors, Inc. Form EXHIBIT "A" and filled out completely including description of work and original Contractor's signature, Facility Builders & Erectors, Inc. job and cost code number, etc.
- D. All Invoices – Must have a signed contract, purchase order or approved change order(s) in order to invoice and be processed. In order to process, invoice "Date" is the date entered into Facility Builders & Erectors, Inc. accounting system when all paperwork is properly completed and in our office by the correct due date. NO EXCEPTIONS WILL BE MADE.
- E. Release(s), from all your suppliers, must accompany the original invoice when submitted on the 20th of the month. (Failure to submit releases will delay your payment by one (1) full billing cycle).
- F. Releases to be in the correct forms - EXHIBIT "A" - "D" to comply with the California Civil Code Section 3262.
- G. All questions regarding your invoices contact the Accounting Department.
- H. Facility Builders & Erectors, Inc. will attempt to notify the Contractor by mail of any and all preliminary notices filed by Contractor's suppliers, by the responsibility of the releases will be that of the Contractor and not that of the Builder.
- I. All other procedures will remain the same (Certificate of Insurance in our office prior to any work being done, or any invoices being paid) etc.

23. RELEASE OF RETENTION

- A. Any amounts held in retention shall not be released until the following conditions precedent have occurred: (a) Builder receives its retention payment from Owner; (b) Owner accepts Subcontractor's Work and applicable warranties; (c) Subcontractor furnishes Contractor with satisfactory evidence that all obligations incurred by Subcontractor pursuant to this Subcontract which may be the basis for a lien or stop notice against the Premises, retention, or payment bond have been paid in full; (d) Subcontractor furnishes Lien Release/Waiver of Bond Claim in the form prescribed by Contractor, (e) Subcontractor furnishes releases and/or certifications from such governmental agencies as Contractor may require; (f) Complete as-built drawings and operations and maintenance manuals and any other documentation required to be submitted by Subcontractor under the Contract Documents are received and accepted by Owner; (g) Subcontractor furnishes to Builder in the form provided in Exhibits AA, BB, CC and DD an affidavit under California Labor Code section 1775(b)(4) certifying under penalty of perjury that Subcontractor has paid all employees the specified general prevailing wage rate of per diem wages as determined by the Department of Industrial Relations, and any amounts due pursuant to section California Labor Code section 1813.

24. GENERAL CONTRACT REQUIREMENTS

All subcontractors are to include in your and their Bid Quotations, as will be included in your Contract Agreement, the following "General Conditions" as follows and as applicable to this Contractor's trade:

- 1. Your own communication system including telephone, etc. Your supervising staff and / or employees will not be allowed to use the Builder's job site office phone. In some cases a pay phone will be provided.
- 2. Your own daily fresh cool drinking water (per CALOSHA) for your employees.
- 3. Your own lockable secure tool and material bins or storage containers.
- 4. Your own extension cords, spider boxes, etc. To give sufficient power supply to your respective work area from a temporary power pole or source as supplied by Builder.
- 5. Your own security of all your tools, equipment, and materials until they are permanently in place. The Builder will not be responsible for any of the above, regarding theft, malicious damage, loss, or relocation. Further material furnished by the Builder to you for your placement will be your responsibility once secured by you.
- 6. You must adhere to all OSHA rulings applicable to your work and the placement of your tools, equipment, and materials.
- 7. This project will be managed in strict accordance to CAL OSHA. Therefore, Contractor to abide by all of CAL OSHA current rulings, which will be strictly enforced by Builder's Superintendent. As project sites and jobs vary, changes in personal protective equipment vary also, Builder's Superintendent shall notify of particular changes at the beginning of the project. Standard equipment shall include but is not limited to the following: wearing of hard hats, proper shoes (hard toed) and clothing (shirt or T-shirt must be worn at all times, no tank tops or shorts allowed), harness, safety lines and safety glasses where required, equipment must have operable guards with non-frayed or taped electrical cords, ladders must meet CAL OSHA standards.
- 8. Standards including the placement of and tying off of the same, shoring of excavated trenches per CAL OSHA, etc.
- 9. You must furnish competent supervision full time to do the job once your work commences. Your Superintendent will receive and sign for the first day he/she arrives at the job site a set of project rules that he/she will acknowledge as being received. It is also further understood that he/she understands and as do all of your employees on the jobsite, they are to abide by Code of Safe Practices.
- 10. When applicable to this Contractor's trade, you may be required to furnish an office trailer as deemed applicable to the project may be required by the Builder's Project Manager.
- 11. You are to dispose of all your trash in a container furnished by Builder and are to dispose of any of your debris and dirt spoils off the job project as may be determined by the Builder's Representative.
- 12. You are to allow for cleaning up work areas daily. Trash bins are provided for you to use. If the superintendent must ask you to clean your debris, you will be asked only once. If the clean up is not completed by the time so instructed, the Builder will perform the clean up minimum back charge - \$50.00 the first time, \$100.00 the second time and \$250.00 the third time and there after.
- 13. Contractor to hold at least once weekly a safety tailgate meeting with all his/her field employees on this project and turn one (1) copy of this weekly meeting report into Builder's Superintendent weekly.
- 14. You are to furnish all temporary safety cones and flags, safety signs, barricades, fences, shoring, excavated hole or trench plates, ladders, staging, caution tape, and / or all other devices, appliances, personnel and / or labor to insure the maximum safety

signaling, trafficking as required by the Builder as well as the City, County and State regulatory agencies required to perform your work as contracted.

15. All of Contractor's Sub-subcontractors are also responsible to perform their work pursuant to the plans and specifications; their addendum's, the soils report, as well as this Contract Agreement. No Sub-subcontractor of this Contractor is to perform any work whatsoever on the project until he/she has signed the "Affidavit of Subcontractor" (as applicable to this Contractor's trade) and when applicable becomes a pertinent part of this Contract Agreement.
16. All of this Contractors work to be approved by the jurisdictional agency as well as Soils Engineer and Civil Engineer of Record, the Builder's Superintendent and Project Manager. Any corrections of work required are to be done by this Contractor immediately upon notification and completed in a timely manner or as designated by Builder's Representative.
17. Contractor to work in concert with Builder's other Contractors allowing Contractors to perform work in order that project may be completed and/or fast tracked in the time allowed under Builder's schedule (CPM).
18. Contractor to furnish Builder, Builder's Representative and any of Builder's other Contractors with right of ingress and egress and is not to barricade or cause a block and / or other measures preventing Builder from performing any of his/her work or work of Builder's Contractors or other Contractors.
19. This Contractor to furnish full time supervision for the total duration and performance of this contract who will be under the direct responsibility of the Builder's Superintendent, who will be under the direct responsibility of the Builder's Project Manager.
20. During and after completion of Contractor's work, the site will be identified as to safety concerns and left in a protective manner (i.e. Pits and trenches to have labeled walk covers).
21. All invoices billed by Contractor to Builder as extra work and / or materials is to be accompanied with attached receipt(s) (in the case of materials) with material delivery tickets as signed received by Builder's Representative and in the case of labor, with labor time certificates showing labor, hours and extra work performed. Said delivery tickets and time certificates to be presented daily to Builder's Representative for daily approval and signature.
22. It is to be understood if Contractor desires to work at odd hours (beyond normal working hours) or holidays, whereby the project may not be represented by Builder or Builder's Representative, then Contractor is responsible for all his/her work and placement thereof including accident reporting, site security, direction and inspection. Prior notification to Facility Builders & Erectors, Inc. that this will occur is mandatory.
23. This Contractor is responsible for all his/her work pertaining to all his/her materials, equipment and labor in case of accident, theft, malicious mischief, vandalism, etc., and is to hold Builder and Owner harmless in the case of any occurrence pertaining to any of the above.
24. Contractor is to use caution in the delivery and placement of his/her materials and work as covered herein. Materials to be stored at a location designated by Builder's Superintendent and if Contractor damages other work (his/her or others) then Contractor is to replace same as designated immediately after the order is given by the Builder's Superintendent or Project Manager.

NOTE: Where it herein references certain sections of the specifications, it implies to mean those particular job specification(s), section(s), and paragraph(s) therein applicable to the said trade or contract.

Copies of dated purchase orders shall be submitted to the Builder, no later-than 3 weeks following award of the contract for the following items (all lead items):

- Major equipment
- Special fabricated Items

Payments on all contracts, change orders and purchase orders will be made pursuant to Section 19 – Payments. No exceptions will be made.

I HAVE READ AND WILL COMPLY WITH THE ABOVE GENERAL CONDITIONS.

Contractor (Company)

Date

Authorized Signature, Title

Print Name Title