SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BID DOCUMENTS

FOR CAMPUS WAYFINDING SYSTEM AT

IRVINE VALLEY COLLEGE
IN THE CITY OF IRVINE, CALIFORNIA

BID #304

PRESENTED ON JULY 22, 2011

PREPARED BY:

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Irvine Valley College
5500 Irvine Center Drive
Irvine, California 92618
(949) 451 - 5546
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NOTICE CALLING FOR BIDS
CAMPUS-WIDE EXTERIOR WAYFINDING SYSTEM: IRVINE VALLEY COLLEGE

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as “DISTRICT,” will receive up to, but not later than, the above-stated time, sealed bids for the award of a contract for the above Project.

Scope of work: Remove and dispose of existing signage, manufacture and install campus-wide exterior wayfinding system in accordance with the design, materials and engineering specifications.

Project’s Preliminary Cost Estimate: Campus-Wide Exterior Wayfinding System: $350,000.00 (Three Hundred and Fifty Thousand Dollars)

Complete description, specifications and general conditions may be viewed at the Office of the Director of Facilities Planning and Purchasing Department at the above address, telephone (949) 582-4678 or previewed on-line at socccd.edu

Interested bidders may purchase complete bid documents from: Repro Express, 18207 McDermott E #1, Irvine CA 92614-4769 Phone: (949) 336-7755, Fax: (323) 271-0375. Payment will not be refunded, and the Project Documents are not required to be returned.

There will be a mandatory job walk and conference at 10:00 am, Tuesday August 2, 2011, starting in front of the Student Services Center (SSC) Irvine Valley College, 5500 Irvine Center Drive, Irvine CA 92618. Any bidder failing to attend the entire pre bid conference shall be deemed a non-responsive bidder and will have his bid returned unopened.

In accordance with the provisions of California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the DISTRICT requires that the bidder possess the following classification of contractor’s license at the time the bid is submitted: Class C45. Any bidder not so licensed at the time of the bid opening will be rejected as non-responsive.

All contract work must be completed within One Hundred and Twenty (120) calendar days from the date specified in the Notice to Proceed. Time is of the essence. Failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each day of delay in the amount set forth in the Information for Bidders.

Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier’s check or bid bond in an amount not less than ten percent (10%) of the total bid price, payable to the DISTRICT. In the event the successful bidder fails to enter into the contract and execute the required documents, the bid security shall be forfeited. The successful bidder shall furnish a satisfactory Performance Bond and a Payment Bond in amounts not less than one hundred percent (100%) of the total bid price.
The DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informality in any bids or in the bidding process.

The California Department of Industrial Relations has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are maintained at the DISTRICT office and are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the Project.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

The general prevailing rate of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at least time and one-half.

Pursuant to Section 22300 of the Public Contract Code, the Agreement will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the DISTRICT to ensure performance under the Agreement or permitting payment of retention earned directly into escrow.

Brandye D’Lena
Director
Facilities Planning & Purchasing
WARNING: 
READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at:

South Orange County Community College District
Health Science Building, 3rd Floor
28000 Marguerite Parkway
Mission Viejo, CA, 92692

and must be received on or before the bid deadline (Public Contract Code Section 20112) The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. Bid Security. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than ten percent (10%) of the total bid price payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within ten (10) working days after notice of award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price and separate Payment (labor and material) Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers’ Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor’s Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, all within ten(10) working days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.

4. Signature. Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents.
indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT’S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

9. Agreement and Bonds. The Agreement which the successful bidder will be required to execute and the payment bond required in accordance with Civil Code Section 3247, are included in the Project Documents. The payment bond shall be in the amount not less than one hundred percent (100%) of the amount of the contract in accordance with Civil Code Section 3248. The successful bidder will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the contract and in the form included in the Project Documents, which shall remain in full force and effect through the guarantee period as specified in the General Conditions. All bond premiums shall be at bidder’s cost.
10. **Interpretation of Project Documents.** If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in, or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT no later than four (4) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT’s discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. Submittal of a bid without a request for clarifications shall be incontrovertible evidence that the bidder has determined that the PROJECT documents are acceptable and sufficient for bidding and completing the work; that bidder is capable of reading, following and completing the work in accordance with the PROJECT documents; and that bidder agrees that the PROJECT can and will be completed according to the DISTRICT’s timelines and according to the progress schedule to be submitted by the successful bidder incorporating the DISTRICT’s timelines for completion of the PROJECT.

11. **Bidders Interested in More Than One Bid.** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.

12. **Award of Contract.** The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within fifteen (15) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

13. **Alternate Bids.** (Not Used) If alternate bids are called for, the DISTRICT will award the contract to the lowest responsive and responsible bidder in a manner that prevents any information that would identify any of the bidders from being revealed to the DISTRICT before the ranking of all bidders from lowest to highest has been determined. If alternate bids are called for, in addition to submitting all bid documents in a sealed envelope as indicated, bidders must submit, in a separate, plain unmarked, sealed envelope, the BID SUMMARY completed with all the prices and the BIDDER NUMBER. Bidders must obtain their bidders numbers at the office of the Construction Manager:

**IF APPLICABLE INSERT INFORMATION**

Aside from the bidder number, there should be no return address, logo, signature, or other means of identifying the bidder on either the bid summary or the envelope. The bid summaries will be opened and read in public at the time and place specified. The District will use these bid summaries to determine which alternates to accept, if any, and rank all bidders from lowest to highest.

14. **Competency of Bidders.** In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder’s experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could
affect the bidder’s performance of the Project. To this end, each bid shall be supported by a statement of the bidder’s experience on the form entitled “INFORMATION REQUIRED OF BIDDER.”

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT’s satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

15. Bidder's Prequalification. (Not Used) Only Bid Proposals submitted by Prequalified Bidders will be considered. A Bid Proposal submitted by a Bidder who is not prequalified will be deemed a non-responsive Bid Proposal and will be rejected by the District. A Bidder who has not completed the Prequalification Application and has not been deemed a "Qualified Bidder" must complete the Prequalification Application and submit the Prequalification Application to the District (via the Construction Manager) by the date and in the manner set forth in the Prequalification Application. The failure to submit a completed Prequalification Application on or prior to such date will render the Bid Proposal of the Bidder untimely submitting a completed Prequalification Application to be non-responsive and rejected. If the District determines that any information provided by a Bidder in the Prequalification Application is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as being non-responsive.

16. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder’s total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

17. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers’ Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

18. Contractor's License. If, at the time and date of the contract execution, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void and DISTRICT shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority
of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid.

19. **Anti-Discrimination.** In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

20. **Hold Harmless and Indemnification.** The successful bidder awarded the contract will be required to indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees as set forth in the Agreement.

21. **Substitutions.** Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall be required to comply with Article 30 of the General Conditions.

22. **Surety Qualifications for Bonds.** Bidders shall ensure all surety companies have a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) DISTRICT shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which the DISTRICT is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which the DISTRICT is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer’s receipt of a request to submit such document from the DISTRICT, and an original or certified copy of the document must be submitted to the DISTRICT.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to the DISTRICT within ten (10) calendar days of the insurer’s receipt of a request to submit such document from the DISTRICT.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to DISTRICT within ten (10) calendar days of the insurer’s receipt of a request to submit such document from the DISTRICT.

(d) Copies of the insurer’s most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to the DISTRICT within ten (10) calendar days of the insurer’s receipt of a request to submit the statements.

23. **Liquidated Damages.** All work must be completed within the time limits set forth in the Project Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the DISTRICT, in an amount of Five Hundred Dollars ($500.00) for each consecutive calendar day of delay in completion. Such damages
shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

24. **Drug-Free Workplace Certification.** Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

25. **Noncollusion Affidavit.** In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion affidavit properly notarized.

26. **Escrow Agreement.** Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the successful bidder awarded the contract, securities equivalent to the amount withheld as retention shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the successful bidder. The DISTRICT retains the sole discretion to approve the bank selected by the successful bidder to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the successful bidder. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The successful bidder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the successful bidder may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the successful bidder. Also at the successful bidder's expense, the successful bidder may direct investment of the payments into securities, and the successful bidder shall receive interest earned on such investment upon the same conditions as provided for securities deposited by successful bidder. Upon satisfactory completion of the contract, successful bidder shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

The successful bidder who elects to receive interest on monies withheld in retention by the DISTRICT shall, at the request of any subcontractor performing more than five percent (5%) of the successful bidder’s total bid, make that option available to the subcontractor regarding any monies withheld in retention by the successful bidder from the subcontractor. If the successful bidder elects to receive interest on any monies withheld in retention by the DISTRICT, then the subcontractor shall receive the identical rate of interest received by the successful bidder on any retention monies withheld from the subcontractor by the successful bidder, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the successful bidder elects to substitute securities in lieu of retention, then, by mutual consent of the successful bidder and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by the successful bidder. Public Contract Code Section 22300(d)(1).

The successful bidder wishing to utilize Public Contract Code Section 22300 and enter into an Escrow Agreement shall complete and execute the form Escrow Agreement included in the Project Documents and submit it to the DISTRICT.

27. **Change Orders.** All change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 60 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 60 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office
overhead, administrative costs and profit and other charges not specifically authorized under Article 60 of the General Conditions will not be allowed.

28. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

29. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

30. The number of executed copies of the Agreement, the Faithful Performance Bond, and the Payment Bond required is THREE (3).
Name of Bidder: 

To: South Orange County Community College District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers’ Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor’s Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: Irvine Valley College Campus Wide Exterior Signage System
Project No.: Bid No. #304

All in strict conformity with the Project Documents, including Addenda Nos. _____, _____, _____ and _____, on file at the office of the Director of Facilities Planning and Purchasing of said DISTRICT for the following sums:

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<th>Handwritten</th>
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<td>BID FOR: Irvine Valley College Campus-Wide Exterior Signage System</td>
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<td>$_______________________ /100</td>
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<tr>
<td>Allowance: Twenty Thousand Dollars and ----------------------------------00/100</td>
<td>$20,000</td>
</tr>
<tr>
<td>Total including allowance</td>
<td>$</td>
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Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services
required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers’ Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor’s Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within 10 working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the fifth day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. ______________, Class C45, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.
11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work, except work of a maintenance period, shall be completed within 120 consecutive calendar days. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of Five Hundred Dollars ($500.00). (Government Code Section 53069.85)

13. The required non-collusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 60 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 60 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 60 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.
The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

**Individual**

Name: ________________________________

Signed by: ________________________________

Print Name: ________________________________

Date: ________________________________

Business Address: ________________________________

_________________________________________________________________________________

Telephone: ________________________________

-----------------------------------------------------------------------------------------------------------------------------------

**Partnership**

Name: ________________________________

Signed by: ________________________________

Print Name: ________________________________

Date: ________________________________

Business Address: ________________________________

_________________________________________________________________________________

Telephone: ________________________________

-----------------------------------------------------------------------------------------------------------------------------------

**Corporation**

Name: ________________________________

(a ________ Corporation\(^1\))

_________________________________________________________________________________

\(^1\) A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.
Business Address: ________________________________

_____________________________________________

Telephone: ________________________________

Signed by: ____________________________, President, Date: ______________

Print Name: _____________________________ President

Signed by: ____________________________, Secretary, Date: ______________

Print Name: _____________________________, Secretary

[Seal]
If a Partnership: ____________________________________________

(Name)

Signed by: ________________________________________________, Partner

Print Name: ______________________________________________

Date: _____________________________________________________

Business Address ___________________________________________

__________________________________________________________

Telephone: ________________________________________________

If a Corporation: __________________________________________

(a__________________________ Corporation)

Signed By: ___________________________________________ Date: ______________

Print Name: ______________________________________________

Title: _____________________________________________________

Date: _____________________________________________________

Business Address: __________________________________________

__________________________________________________________

Telephone: ________________________________________________
Bid Bond No.: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we ________________________________

as Principal, and ________________________________ as Surety, a California admitted surety insurer, are

held and firmly bound unto the South Orange County Community College District, hereinafter called the

DISTRICT, in the sum of ten PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal

submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the

United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors,

administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid

dated ______, 20 __, for

________________________________________

________________________________________

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after

the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal

is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within 10

working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter

into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and

sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract

and for the payment for labor and materials used for the performance of the contract, furnish certificates and

endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers’

Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification,

Contractor’s Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business

Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond

amount shall be forfeited to the DISTRICT.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or

addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the

specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for

bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall

pay all costs incurred by the DISTRICT in such suit, including reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several seals this ___ day of ___,

20 __, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned

authorized representative.
<table>
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<tr>
<th>(Corporate Seal of Surety)</th>
<th>Surety</th>
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<tbody>
<tr>
<td>(Attach Attorney-in-Fact Certificate and Required Acknowledgements)</td>
<td>By: Signature</td>
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<td></td>
<td>Print Name</td>
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<td>Address</td>
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<td>Telephone No.</td>
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<td>Facsimile No.</td>
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DESIGNATION OF SUBCONTRACTORS

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

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

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.
<table>
<thead>
<tr>
<th>Type of Trade, Labor or Service</th>
<th>Name &amp; License # of Subcontractor, License Expiration Date (Indicate if a Disabled Veteran Business Enterprise)</th>
<th>Complete Address (Name of City is not sufficient) and Telephone No.</th>
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Bidder agrees that within twenty-four (24) hours of the bid opening, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.
Dated: __________________________

Name of Bidder

By: ____________________________
   (Signature of Bidder)

Print Name: __________________________

Address __________________________

______________________________

______________________________

Telephone: __________________________

FAX: __________________________
NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

State of California  )

) ss.

County of_______________

_______________________)

_______________________, being first duly sworn, deposes and says that he or she is _________________ of______________________________, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

______________________________

Signature of Bidder

NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this ______ day of_______, 20____.

______________________________

Signature of Notary

[SEAL OF NOTARY]
WORKERS’ COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

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

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

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

__________________________________________
Name of the Contractor

By: ________________________________
Signature

__________________________________________
Print Name

__________________________________________
Title

__________________________________________
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 filed with the awarding body prior to performing any work under the contract.)
CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the South Orange County 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:
____________________________________ (hereinafter referred to as the “Public Work”); and

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

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

NOW, THEREFORE, we, ______________________________________, the undersigned Contractor, as Principal, and ________________________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the South Orange County Community College District in the sum of 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 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 Obligee’s sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee 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 Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract.

Surety expressly agrees that the Obligee 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 Obligee, 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 Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Surety shall remain responsible 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 Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee’s reasonable attorneys’ fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee 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  
COUNTY OF    

On ___________________________ before me, ______________________________________ (insert name and title of the officer)

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.

_________________________________________  (SEAL)

Notary Public in and for said State

Commission expires:__________________________

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the South Orange County 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: ____________________________________ (hereinafter referred to as the "Public Work"); and

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

NOW, THEREFORE, We, _________________________________________, the undersigned Contractor, as Principal; and ______________________________, a corporation organized and existing under the laws of the State of ________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the South Orange County Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of 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 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work and labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 3247 et seq.

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

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that 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 Sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

________________________________________________

By: ____________________________________________

SURETY:

________________________________________________

By: ____________________________________________

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

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  )
COUNTY OF  ) ss.

On ______________________________ before me, ______________________________________________,

(insert name and title of the officer)

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.

___________________________________________  (SEAL)

Notary Public in and for said State

Commission expires:__________________________

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

THIS AGREEMENT, dated the ______ day of ____________, 20____, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and ________________, (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as __________________________ according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of ______________________ Dollars ($_______________).

4. The work shall be commenced on or before the _____________ (______) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within _____________ (______) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of
actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars ($500.00) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT’s convenience, CONTRACTOR shall:

   (i) Cease operations as directed by DISTRICT in the notice;
   (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
   (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT’s convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR’s sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees, Construction Manager, Architect, and all other Agents and Representatives, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

   (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
   (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
   (c) any breach of duty, obligation or requirement under the Project Documents;
   (d) any failure to coordinate the work of other contractors;
   (e) any failure to provide notice to any party as required under the Project Documents;
(f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or

(g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT’s interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

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

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<tr>
<td>Excess Liability Insurance (Contractor only)</td>
<td>$2,000,000</td>
</tr>
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

- Automotive and truck where operated in amounts as above
- Material hoist where used in amounts as above
Waiver Of Subrogation

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

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

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

11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and
if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

By: _____________________________
   Signature

Print Name

Title

Contractor's License No.

Tax ID/Social Security No.

(CONCORPORATE SEAL OF CONTRACTOR, if corporation)

CONTRACTOR

By: _____________________________
   Signature

Print Name

Title

Contractor's License No.
This Escrow Agreement is made and entered into, as of __________________________, 20_____, by and between South Orange County Community College District, whose address is 28000 Marguerite Parkway, Mission Viejo, CA 92692 hereinafter called “DISTRICT;” ________________________________ , whose address is __________________________, hereinafter called “Contractor;” and, ________________________________ , whose address is __________________________, hereinafter called “Escrow Agent.”

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

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

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

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

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

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

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.
(7) The DISTRICT shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the DISTRICT of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

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

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

On behalf of DISTRICT: 

<table>
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<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
</tr>
</thead>
</table>

On behalf of Contractor: 

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
</tr>
</thead>
</table>
On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

DISTRICT

Title

Name

Signature

CONTRACTOR

Title

Name

Signature

Escrow Agent

Title

Name

Signature
GUARANTEE

Guarantee for___________________. We hereby guarantee that the___________________, which we have installed in__________________________, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

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

________________________________________

Name of Contractor

By: ______________________________________

Signature of Contractor

________________________________________

Print Name

________________________________________

Title

Contractor shall provide copy of this Guarantee to Contractor’s surety.
Guarantee (continued)

Name of Subcontractor
(if work performed by subcontractor)

By: ________________________________
Signature of Subcontractor

___________________________________
Print Name

___________________________________
Title

Representatives to be contacted for service:

Name: _______________________________________

Address: ________________________________

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

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

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

b) establishing a drug-free awareness program to inform employees about all of the following:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) the availability of drug counseling, rehabilitation and employee-assistance programs;

4) the penalties that may be imposed upon employees for drug abuse violations;

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

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

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

NAME OF CONTRACTOR

__________________________________________

Signature

__________________________________________

Print Name

__________________________________________

Title

__________________________________________

Date
CHANGE ORDER NO._________ (ADDITIVE)

PROJECT: ____________________________________________

TO: ________________________________________________

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

DESCRIPTION OF CHANGE: ____________________________

________________________________________________________________________

COST (This cost shall not be exceeded.):

Original contract price:  $__________________

Change Order amount:   $__________________

New contract price:    $__________________

TIME FOR COMPLETION:

Original completion date: ______________________

Time for completion of

Change Order: ______________________

New completion date: ______________________

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

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

(continued on next page)
Change Order #____________________________  Project:__________________________________

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR      DISTRICT

By:______________________________________  By:______________________________________
   Signature                                     Signature

______________________________________________  ________________________________
Print Name                                     Print Name

______________________________________________  ________________________________
Title                                          Title

______________________________________________  ________________________________
Date                                           Date

ARCHITECT

By:______________________________________
   Signature

______________________________________________
Print Name

______________________________________________
Title

______________________________________________
Date
CHANGE ORDER NO. ___________________ (DEDUCTIVE)

PROJECT: __________________________________________________________________________________

TO: _______________________________________________________________________________________

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: ___________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

COST (This cost shall be deleted.):

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

TIME FOR COMPLETION:

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

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

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

(continued on next page)
Change Order #____________________________  Project:____________________________

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR
By:__________________________________  DISTRICT
By:__________________________________

__________________________________  __________________________
Print Name                          Print Name

__________________________________  __________________________
Title                                Title

__________________________________  __________________________
Date                                 Date

ARCHITECT
By:__________________________________

__________________________________
Signature

__________________________________
Print Name

__________________________________
Title

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

Per Article 70 of the General Conditions.

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

(a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
(b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corindolite, amosite, anthopyllite, tremolite and actinolite.
(c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
(d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
(e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

__________________________  __________________________
Date                  Name of Contractor

By: __________________________

__________________________
Signature

__________________________
Print Name

__________________________
Title
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ARTICLE 1. DEFINITIONS

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

(b) Addenda are the changes in plans, specifications, drawings, and/or Project Documents which have been authorized in writing by the DISTRICT or ARCHITECT, and which alter, explain, or clarify the Project Documents prior to the bid deadline.

(c) Agents & Representatives includes all project participants holding contract with the DISTRICT other than the CONTRACTOR.

(d) Agreement includes collectively all Project Documents.

(e) Approval means written authorization by ARCHITECT or DISTRICT.

(f) CONTRACTOR or DISTRICT are those mentioned as such in the Agreement. They are treated throughout the Project Documents as if they are of singular number and neuter gender.

(g) Day shall be defined as business day unless otherwise noted.

(h) DISTRICT is the Governing Board or its duly authorized representative.

(i) Locality in which the work is performed means the county and city in which the work is done.

(j) Project is the planned undertaking as provided for in the Project Documents by DISTRICT and CONTRACTOR.

(k) Project Documents includes collectively, to wit: Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractor form, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers’ Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Change Order forms, Shop Drawing Transmittals form, Insurance Certificates and Endorsements, Guarantee form, Contractor’s Certificate Regarding Non-Asbestos Containing Materials, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

(k) Provide shall include "provide complete in place," that is, "furnish and install."
(l) **Safety Orders** are those issued by the Division of Industrial Safety and OSHA safety and health standards for construction.

(m) **Standards, Rules, and Regulations** referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

(n) **Subcontractor**, as used herein, includes those having a direct contractual relationship with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications, but does not include one who merely furnishes material not so worked.

(o) **Surety** is the person, firm, or corporation that executes as a California admitted surety insurer, the CONTRACTOR's Bid Security, faithful performance bond and payment bond.

(p) **Work** of the CONTRACTOR or subcontractor includes labor or materials (including, without limitation, equipment and appliances) or both, incorporated in, or to be incorporated in the Project.

(q) **Workers** includes laborer, worker, or mechanic.

(r) **Working day** is defined as business day.

### ARTICLE 2. STATUS OF CONTRACTOR

(a) CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Project Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the CONTRACTOR to determine compliance with the terms of the Project Documents.

(b) Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any CONTRACTOR not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, P. O. Box 26000, Sacramento, CA 95826.
ARTICLE 3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Before CONTRACTOR makes any change in the name or legal nature of the CONTRACTOR's entity, CONTRACTOR shall first notify the DISTRICT in writing and cooperate with DISTRICT in making such changes as the DISTRICT may request in the Project Documents.

ARTICLE 4. CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

(a) During progress of the work, CONTRACTOR shall keep on the work site a competent superintendent satisfactory to DISTRICT. Before commencing the work herein, CONTRACTOR shall give written notice to DISTRICT and ARCHITECT of the name, qualifications and experience of such superintendent. If Superintendent is found unsatisfactory by DISTRICT, CONTRACTOR shall replace the Superintendent with one acceptable to the DISTRICT. 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 and ARCHITECT in writing and replace said Superintendent with one acceptable to the DISTRICT. Superintendent shall represent CONTRACTOR and all directions given to Superintendent shall be as binding as if given to CONTRACTOR.

(b) CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Project Documents. CONTRACTOR shall carefully study and compare all plans, drawings, specifications, and other instructions and shall at once report to ARCHITECT any error, inconsistency or omission which CONTRACTOR or its employees may discover. The CONTRACTOR represents itself to DISTRICT as a skilled, knowledgeable, and experienced CONTRACTOR. The CONTRACTOR shall carefully study and compare the Project Documents with each other, and shall at once report to the ARCHITECT any errors, inconsistencies, or omissions discovered. The CONTRACTOR shall be liable to the DISTRICT for damage resulting from errors, inconsistencies, or omissions in the Project Documents that the CONTRACTOR recognized and which CONTRACTOR knowingly failed to report and which a similarly skilled, knowledgeable, and experienced contractor would have discovered.

(c) The CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The CONTRACTOR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Project Documents before commencing work. Errors, inconsistencies or omissions discovered shall be reported to the DISTRICT at once. Upon commencement of any item of work, the CONTRACTOR shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to DISTRICT. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

(d) Omissions from the plans, drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the plans, drawings and specifications, or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or misdescribed work, but they shall be performed as if fully and correctly set forth and described in the plans, drawings and specifications.

(e) The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Project Documents.
ARTICLE 5.  SUBCONTRACTORS

(a) CONTRACTOR agrees to bind every subcontractor by terms of the Project Documents as far as such terms are applicable to subcontractor's work. If CONTRACTOR shall subcontract any part of the work, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in Project Documents shall create any contractual relation between any subcontractor and DISTRICT, nor shall the contract documents be construed to be for the benefit of any subcontractor.

(b) DISTRICT’s consent to any subcontractor shall not in any way relieve CONTRACTOR of any obligations under the Project Documents and no such consent shall be deemed to waive any provision of any Project Document.

(c) CONTRACTOR must submit with its bid, a Designation of Subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself, unless CONTRACTOR provides for substitution or addition of subcontractors. Substitution or addition of subcontractors shall be permitted only as authorized under the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et. seq.

(d) In accordance with Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty contractor" (as defined in Section 7058 of the Public Contract Code), all of the work to be performed outside of the CONTRACTOR’s license specialty shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et seq.

(e) A copy of each subcontract, if in writing, or, if not in writing, then a written statement signed by the CONTRACTOR giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with the DISTRICT before the subcontractor begins work. Each subcontract shall contain a reference to the Agreement between the DISTRICT and the CONTRACTOR and the terms of that Agreement and all parts of the Project Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract will provide for termination in accordance with Article 13 of these General Conditions. Each subcontract shall provide for its annulment by the CONTRACTOR at the order of the ARCHITECT if in the ARCHITECT'S opinion the subcontractor fails to comply with the requirements of the Project Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the CONTRACTOR of any liability or obligation hereunder.

(f) A CONTRACTOR may not permit a subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on a public works project.

ARTICLE 6.  PROHIBITED INTERESTS

No official of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the
Project, shall become directly or indirectly interested financially in this Project or in any part thereof. No
officer, employee, architect, attorney, engineer or inspector of or for DISTRICT who is authorized in such
capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in
connection with construction of Project shall become directly or indirectly interested financially in this Project
or in any part thereof. CONTRACTOR shall receive no compensation and shall repay DISTRICT for any
compensation received by CONTRACTOR hereunder, should CONTRACTOR aid, abet or knowingly
participate in violation of this Article 6.

ARTICLE 7. DISTRICT'S INSPECTOR

(a) One or more Inspector(s), including special inspectors, as required, will be employed by DISTRICT
and will be assigned to the Project.

(b) No work shall be performed by the CONTRACTOR solely upon the instructions or comments by the
Inspector. The Inspector has no authority to interpret the Project Documents or order extra work and any extra
work performed without the written instruction of the DISTRICT shall be at CONTRACTOR’s sole cost and
expense and there will be no delay damages incurred by DISTRICT for such work.

(c) No work shall be carried on except with the knowledge and under the inspection of said Inspector(s).
He/she shall have free access to any or all parts of work at any time. CONTRACTOR shall furnish Inspector
reasonable opportunities for obtaining such information as may be necessary to keep Inspector fully informed
respecting progress and manner of work and character of materials. Inspection of work shall not relieve
CONTRACTOR from any obligation to fulfill the Project Documents. Inspector or ARCHITECT shall have
authority to stop work whenever provisions of Project Documents are not being complied with and such
noncompliance is discovered. CONTRACTOR shall instruct its employees accordingly.

(d) CONTRACTOR understands and agrees that the Inspector for the Project may also serve concurrently
as inspector for other DISTRICT projects and may not therefore be available on site during the entire work day.
It shall be the responsibility of CONTRACTOR to notify the Inspector not less than twenty-four (24) hours in
advance of materials and equipment deliveries and required inspections.

ARTICLE 8. ARCHITECT’S STATUS

(a) The ARCHITECT shall be the DISTRICT’s representative during construction and shall observe the
progress and quality of the work on behalf of the DISTRICT. ARCHITECT shall have the authority to act on
behalf of DISTRICT only to the extent expressly provided in the Project Documents. ARCHITECT shall have
authority to stop work whenever such stoppage may be necessary in ARCHITECT’S reasonable opinion to
ensure the proper execution of the Project Documents.

(b) The ARCHITECT shall be, in the first instance, the judge of the performance of the work.
ARCHITECT shall exercise authority under the Project Documents to enforce CONTRACTOR’s faithful
performance.

(c) The ARCHITECT shall have all authority and responsibility established by law. The ARCHITECT
has the authority to enforce compliance with the Project Documents and the CONTRACTOR shall promptly
comply with instructions from the ARCHITECT or an authorized representative of the ARCHITECT.
(d) On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of the CONTRACTOR pursuant to the decision of the ARCHITECT shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the ARCHITECT relating thereto.

(e) General supervision and direction of the work by the ARCHITECT shall in no way imply that the ARCHITECT or his or her representatives are in any way responsible for the safety of the CONTRACTOR or its employees or that the ARCHITECT or his or her representatives will maintain supervision over the CONTRACTOR's construction methods or personnel other than to ensure that the quality of the finished work is in accordance with the Project Documents.

ARTICLE 9. NOTICE OF TAXABLE POSSESSORY INTEREST

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

ARTICLE 10. ASSIGNMENT OF ANTITRUST ACTIONS

Public Contract Code Section 7103.5 provides:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body (DISTRICT) all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

CONTRACTOR, for itself and all subcontractors, agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action CONTRACTOR and all subcontractors may have under the Agreement. This assignment shall become effective at the time DISTRICT tenders final payment to the CONTRACTOR and CONTRACTOR shall require assignments from all subcontractors to comply herewith.

ARTICLE 11. OTHER CONTRACTS

(a) DISTRICT reserves the right to let other contracts in connection with this work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with such other contractors.
(b) If any part of CONTRACTOR's work depends for proper execution or results upon work of any other contractor, the CONTRACTOR shall inspect and promptly report to ARCHITECT in writing any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR will be held accountable for damages to DISTRICT for that work which it failed to inspect or should have inspected. CONTRACTOR's failure to inspect and report shall constitute its acceptance of other contractor's work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of CONTRACTOR's work.

(c) To ensure proper execution of its subsequent work, CONTRACTOR shall measure and inspect work already in place and shall at once report to the ARCHITECT in writing any discrepancy between executed work and Project Documents.

(d) CONTRACTOR shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by DISTRICT in prosecution of the Project to the end that CONTRACTOR may perform this Agreement in the light of such other contracts, if any.

(e) Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at site of Project. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any contract for Project is likely to cause interference with performance of some other contract or contracts, DISTRICT shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

(f) DISTRICT shall not be responsible for any damages suffered or extra costs incurred by CONTRACTOR resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on Project, or caused by any decision or omission of DISTRICT respecting the order of precedence in performance of contracts.

ARTICLE 12. OCCUPANCY

DISTRICT reserves the right to occupy buildings and/or portions of the site at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the work. Beneficial occupancy of building(s) does not commence any warranty period nor shall it entitle CONTRACTOR to any additional compensation due to such occupancy.

ARTICLE 13. DISTRICT’S RIGHT TO TERMINATE AGREEMENT

(a) **Termination for Cause.** If the CONTRACTOR refuses or fails to complete the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the work in the time specified, or if CONTRACTOR should fail to make prompt payment to subcontractors for materials or labor, or disregard laws or ordinances or instructions of DISTRICT, or if CONTRACTOR or its
subcontractors should otherwise be guilty of a violation of any provision of this Agreement, then CONTRACTOR shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT’s intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to DISTRICT for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, CONTRACTOR shall be excluded from the worksite and not be entitled to receive any further payment until work is finished to DISTRICT’s satisfaction.

(b) In the event of any such termination, surety shall have the right to take over and perform this Agreement, provided, however, that if surety within five (5) calendar days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this Agreement or does not commence performance thereof within ten (10) calendar days after date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by any means determined by DISTRICT including hiring another contractor for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in this Agreement. If the DISTRICT takes over the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefore.

(c) The expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, shall be a charge against CONTRACTOR and CONTRACTOR agrees that the charge may be deducted from any money due or becoming due to CONTRACTOR from DISTRICT or CONTRACTOR shall pay the charge to the DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR’s default, shall be certified to DISTRICT by ARCHITECT. The surety shall become liable for payment should CONTRACTOR fail to pay in full any cost incurred by the DISTRICT.

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

(e) The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the DISTRICT.
ARTICLE 14.   BONDS

Unless otherwise specified in Special Conditions, CONTRACTOR shall furnish a surety bond in an amount equal to one hundred percent (100%) of contract price as security for faithful performance of this Agreement and shall furnish a separate bond in an amount of one hundred percent (100%) of the contract price as security for payment to persons performing labor and furnishing materials in connection with this Project. Bonds shall be in the form set forth in these Project Documents.

ARTICLE 15.   SUBSTITUTION OF SECURITIES

(a) Pursuant to the requirements of Public Contract Code Section 22300, upon CONTRACTOR's request, DISTRICT will make payment to CONTRACTOR of any earned retention funds withheld from payments under this Agreement if CONTRACTOR deposits with the DISTRICT or in escrow with a California or federally chartered bank acceptable to DISTRICT, securities eligible for the investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

   (1) CONTRACTOR shall be the beneficial owner of any securities substituted for retention funds withheld and shall receive any interest thereon.

   (2) All expenses relating to the substitution of securities under said Section 22300 and under this Article 15, including, but not limited to DISTRICT’s overhead and administrative expenses, and expenses of escrow agent shall be the responsibility of the CONTRACTOR.

   (3) If CONTRACTOR shall choose to enter into an escrow agreement, such agreement shall be in the form as set forth in Public Contract Code section 22300(f) attached hereto as part of the Project Documents and which shall allow for the conversion to cash to provide funds to meet defaults by the CONTRACTOR including, but not limited to, termination of the CONTRACTOR's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or amount to be kept or retained under the provisions of the Project Documents.

   (4) Securities, if any, shall be returned to CONTRACTOR only upon satisfactory completion of the Agreement.

(b) To minimize the expense caused by such substitution of securities, CONTRACTOR shall, prior to or at the time CONTRACTOR requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Agreement. Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the DISTRICT determines to withhold, CONTRACTOR shall immediately, and at CONTRACTOR's expense, deposit additional security qualifying under said Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Agreement.

(c) In the alternative, under Section 22300, CONTRACTOR, at its own expense, may request DISTRICT to make payment of earned retention funds directly to the escrow agent. Also at the expense of CONTRACTOR, CONTRACTOR may direct investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investment upon the same conditions as shown in paragraph (a) for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR
shall receive from the escrow agent all securities, interest and payments received by the escrow agent from
DISTRICT, pursuant to the terms of Section 22300.

(d) If any provision of this Article 15 shall be found to be illegal or unenforceable, then, notwithstanding,
this Article 15 shall remain in full force and effect, and such provision shall be deemed stricken.

ARTICLE 16. FIRE INSURANCE

CONTRACTOR will procure at CONTRACTOR's own expense, and before commencement of any work under
this Agreement, fire insurance on the Project. Amount of fire insurance shall be sufficient to protect against loss
or damage in full until work is accepted by DISTRICT. CONTRACTOR shall submit proof of insurance and
shall provide endorsements on forms provided by the DISTRICT or on forms approved by the DISTRICT.

ARTICLE 17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(a) CONTRACTOR shall take out and maintain during the life of this Agreement such public liability and
property damage insurance as shall protect CONTRACTOR and DISTRICT from all claims for personal injury,
including accidental death, to any person (including, as to DISTRICT, injury or death to CONTRACTOR's or
subcontractor's employees), as well as from all claims for property damage arising from operations under this
Agreement, in amounts as set forth in the Agreement.

(b) CONTRACTOR shall require its subcontractors, if any, to take out and maintain similar public liability
and property damage insurance in like amounts or insure the activities of its subcontractors in
CONTRACTOR’s own policy.

(c) CONTRACTOR, during the progress of the work and until final acceptance of the work by DISTRICT
upon completion of the entire Agreement, shall maintain Builder’s Risk/ “All Risk,” course-of-construction
insurance in an amount not less than as set forth in the Agreement. Coverage is to provide extended coverage
and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic
boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and
reasonable compensation for ARCHITECT’s services and expenses required as a result of such insured loss
upon the entire work which is the subject of the Project Documents, including completed work, work in
progress to the full insurable amount thereof, and temporary field offices placed at the project site by the
Contractor or District Consultants in conjunction with the Project. The risk of damage to the work due to the
perils covered by the Builder’s Risk/“All Risk” Insurance, as well as any other hazards which might result in
damage to the work, is that of CONTRACTOR and the surety, and no claims for such loss or damage shall be
recognized by DISTRICT nor will such loss or damage excuse the complete and satisfactory performance of the
Agreement by CONTRACTOR.

(d) CONTRACTOR shall submit proof of insurance and shall provide endorsements on the forms
provided by the DISTRICT or on forms approved by the DISTRICT. Such insurance shall be issued by
admitted surety insurers under the same conditions as required for bonds on the Project.
ARTICLE 18. WORKERS' COMPENSATION INSURANCE

(a) In accordance with the provisions of Section 3700 of the Labor Code, the CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.

(b) The CONTRACTOR shall provide, during the life of the Agreement, workers' compensation insurance for all of its employees engaged in work under this Agreement, on or at the site of the Project, and, in case any of its work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. 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 Agreement, on or at the site of the Project, is not protected under the workers' compensation statute, the CONTRACTOR shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commences work. The CONTRACTOR shall file with the DISTRICT certificates of its insurance protecting workers and a thirty (30) day notice shall be provided to DISTRICT before the cancellation or reduction of any policy of CONTRACTOR or subcontractor. CONTRACTOR shall submit proof of insurance and shall provide endorsements on the forms provided by the DISTRICT or on forms approved by the DISTRICT. Such endorsements shall be submitted concurrently with the Project Documents.

ARTICLE 19. PROOF OF CARRIAGE OF INSURANCE

(a) CONTRACTOR shall not commence work nor shall it allow any subcontractor to commence work under this Agreement until all required insurance certificates and endorsements from admitted surety insurers have been obtained and delivered in duplicate to and approved by DISTRICT. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project. CONTRACTOR shall provide proof of insurance on DISTRICT approved forms without revisions.

(b) Certificates and insurance policies shall include the following:

(1) A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to DISTRICT stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

(3) Statement that the DISTRICT is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT.

(c) In case of CONTRACTOR's failure to provide insurance as required by the Agreement, the DISTRICT may, at DISTRICT's option, take out and maintain at the expense of the CONTRACTOR, such insurance in the name of CONTRACTOR, or subcontractor, as the DISTRICT may deem proper and may deduct the cost of
taking out and maintaining such insurance from any sums which are due or to become due to the CONTRACTOR under this Agreement.

ARTICLE 20. DRAWINGS AND SPECIFICATIONS

(a) Drawings and Specifications are intended to delineate and describe the Project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

(b) Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Project Documents, said laws, ordinances, rules and regulations shall be considered as a part of the Agreement within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations and if the CONTRACTOR performed same (1) without first consulting the ARCHITECT for further instructions regarding said work, or (2) disregarded the ARCHITECT'S instructions regarding said work.

(c) Questions regarding interpretation of drawings and specifications shall be clarified by the ARCHITECT. Before commencing any portion of the work, CONTRACTOR shall carefully examine all drawings and specifications and other information given to CONTRACTOR. CONTRACTOR shall immediately notify ARCHITECT and DISTRICT in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the drawings and specifications. If CONTRACTOR or its subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work under the Project Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof. In the event ARCHITECT determines that CONTRACTOR's requests for clarification or interpretation are not justified or do not reflect adequate competent supervision or knowledge by the CONTRACTOR or his/her subcontractors, CONTRACTOR shall be required to pay ARCHITECT's reasonable and customary fees in processing and responding to such requests. Should the CONTRACTOR commence work or any part thereof without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict or lack of information.

(d) Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. If CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the ARCHITECT in writing, and any necessary changes shall be adjusted as provided in the Article entitled "Changes and Extra Work;" provided, however, that the specification calling for the higher quality material or workmanship shall prevail without additional cost to DISTRICT.

(e) Materials or work described in words which so applied has a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

(f) It is not the intention of the Agreement to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade
name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the work so named with all its incidental and accessory items according to the best practices of the trade.

(g) The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment as per best practices of the trade(s) involved, unless specifically noted otherwise.

(h) ARCHITECT will furnish to CONTRACTOR one (1) complete set of blue-line prints for posting of changes. Additional blue-line prints shall be provided by ARCHITECT upon payment by CONTRACTOR. During the construction period, CONTRACTOR shall maintain the set of blue-line prints in a satisfactory record condition, and shall thoroughly and neatly post, as they occur, all additions, deletions, corrections and/or revisions in the actual construction of the Project. The record drawings must be posted monthly and be current prior to each submission of each certificate of payment.

ARTICLE 21. OWNERSHIP OF DRAWINGS

All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Project Documents and copies thereof furnished by DISTRICT are DISTRICT’s property. They are not to be used in other work and are to be returned to DISTRICT on request at completion of work, and may be used by DISTRICT as it may require, without any additional costs to DISTRICT.

ARTICLE 22. DETAIL DRAWINGS AND INSTRUCTIONS

(a) In case of ambiguity, conflict, or lack of information, ARCHITECT shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with Project Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the ARCHITECT of the relationship of the request to the critical path of construction.

(b) Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper drawings and instructions.

(c) The ARCHITECT will furnish necessary additional details to more fully explain the work, which details shall be considered as part of the Project Documents.

(d) Should any details be more elaborate, in the opinion of the CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice thereof to the ARCHITECT within five (5) days of the receipt of same. In case no notice is given to the ARCHITECT within five (5) days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then it will be considered, and if found justified, the ARCHITECT will either modify the drawings or shall recommend to DISTRICT a change order for the extra work involved.

(e) All parts of the described and shown construction shall be of the best quality of their respective kinds and the CONTRACTOR is hereby advised to use all diligence to become fully involved as to the required construction and finish, and in no case to proceed with the different parts of the work without obtaining first
from the ARCHITECT such directions and/or drawings as may be necessary for the proper performance of the work.

(f) If it is found at any time, before or after completion of the work, that the CONTRACTOR has varied from the drawings and/or specifications, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the ARCHITECT shall make a recommendation: (1) that all such improper work should be removed, remade and replaced, and all work disturbed by these changes be made good at the CONTRACTOR's expense; or (2) that the DISTRICT deduct from any amount due CONTRACTOR, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. ARCHITECT shall determine such difference in value. The DISTRICT, at its option, may pursue either recommendation made by the ARCHITECT.

ARTICLE 23. SHOP DRAWINGS

(a) CONTRACTOR shall check and verify all field measurements and shall submit to ARCHITECT, with sufficient advance time, six (6) copies, checked and approved by CONTRACTOR, of all shop or setting list drawings, schedules, and materials list required for the work of various trades. ARCHITECT shall review such drawings, schedules and materials list only for conformance with design concept of Project and compliance with information given in Project Documents, and return as approved or disapproved with guidance as to required corrections within fourteen (14) calendar days (and more than 14 calendar days for complex reviews). CONTRACTOR shall make any corrections required by ARCHITECT, file three (3) corrected copies with ARCHITECT, and furnish such other copies as may be needed for construction within fourteen (14) calendar days. ARCHITECT'S approval of such drawings, schedules, or materials list shall not relieve CONTRACTOR from responsibility for deviations unless CONTRACTOR has in writing called ARCHITECT'S attention to such deviations at time of submission and secured ARCHITECT'S written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.

(b) All submittals of shop drawings, catalog cuts, data sheets, schedules and material lists shall be complete and shall conform to contract drawings and specifications.

(c) The term "shop drawing" as used herein shall be understood to include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs and operating instructions.

(d) Shop drawings shall be submitted at a time sufficiently early to allow review of same by the Division of State Architect (DSA) if required, and the ARCHITECT, and to accommodate the rate of construction progress required under the Project Documents. CONTRACTOR will be required to pay ARCHITECT's reasonable and customary fees in order to expedite review of shop drawings which are not submitted in a timely fashion.

(e) All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format bound herein. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. The CONTRACTOR may authorize a material or equipment supplier to deal directly with the ARCHITECT with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the CONTRACTOR.
(f) Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At its option, the CONTRACTOR or Supplier may obtain from the ARCHITECT quantities of the shop drawing transmittal form at reproduction cost.

(g) CONTRACTOR's review and approval of shop drawings shall include the following stamp:

"The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this project.

______________________________________________________________________________

Signature of CONTRACTOR"

(h) Within fourteen (14) calendar days after receipt of shop drawings, the ARCHITECT will return one or more prints of each drawing to CONTRACTOR with his or her comments noted thereon. The CONTRACTOR shall make a complete and acceptable submittal to the ARCHITECT by the second submission of drawings. The DISTRICT shall withhold funds due the CONTRACTOR to cover additional costs of the ARCHITECT'S review beyond the second submission and any other costs incurred by DISTRICT.

(i) If prints of the shop drawing are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision of said drawing will not be required. If prints of the drawing are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said drawing and shall resubmit six (6) copies of the revised drawing to the ARCHITECT. If prints of the drawing are returned to the CONTRACTOR marked "REJECTED RESUBMIT," the CONTRACTOR shall resubmit six (6) new copies of the drawing to the ARCHITECT.

(j) Fabrication of an item shall not be commenced before the ARCHITECT has reviewed the pertinent shop drawings and returned copies to the CONTRACTOR marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Project Documents and shall not be taken as the basis of claims for extra work. The review of such drawings by the ARCHITECT will be limited to checking for general agreement with the Project Documents, and shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Project Documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the CONTRACTOR's responsibility.

(k) No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements
of the Project Documents. The CONTRACTOR shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.

(l) Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.

(m) Calculations of a structural nature must be approved by the Division of State Architect.

(n) THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM THE CONTRACTOR HAVING TO MAKE THE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS REVIEW BY THE ARCHITECT OF SAID DRAWINGS IS DELAYED BEYOND THE TIME PROVIDED HEREIN BEFORE AND THE CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT’S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN THE CONTRACTOR CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM DSA REVIEW EXTENDING BEYOND FIFTEEN (15) CALENDAR DAYS AFTER SUBMITTAL. HOWEVER, DISTRICT MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY DSA REVIEW.

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering if required for laying out of work and establishing grades for earthwork operations shall be furnished by CONTRACTOR at its expense. Such work shall be done by a qualified civil engineer approved by the DISTRICT.

ARTICLE 25. SOILS INVESTIGATION REPORT

(a) When a soils investigation report has been obtained from test holes at the site, such report is available for the CONTRACTOR’S use for work under this Agreement. Such report shall not be part of the Agreement. Any information obtained from such report or any information given on the project documents as to surface and subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed and does not form a part of the Agreement. CONTRACTOR is required to make a visual examination of site and must make whatever test CONTRACTOR deems appropriate to determine surface and subsurface soil conditions. If, during the course of work under this Agreement, CONTRACTOR encounters subsurface or latent conditions which differ materially from those indicated in the soils investigation report, then CONTRACTOR shall notify the DISTRICT within five (5) working days of discovery of the condition.

**WARNING:** DISTRICT does not warrant the soils at the project site nor any information contained in any soils report. Soils investigation report is provided for CONTRACTOR’S information only. CONTRACTOR must conduct an independent investigation of the project site and the soils conditions of the site. DISTRICT does not warrant the soils conditions of the site and CONTRACTOR is fully responsible to ascertain site conditions for the purposes of determining construction means and methods prior to commencing construction.

(b) CONTRACTOR agrees that no claim against DISTRICT will be made by CONTRACTOR for damages and hereby waives any rights to damages in the event that during progress of work CONTRACTOR
encounters subsurface or latent conditions at the worksite materially different from those shown on project documents.

**ARTICLE 26. TESTS AND INSPECTIONS**

(a) Tests and inspections will comply with California Code of Regulations and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction over the Project.

(b) If the Agreement, DISTRICT’s instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, CONTRACTOR shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than DISTRICT, CONTRACTOR shall inform the DISTRICT’s Inspector of the date fixed for such inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by DISTRICT’s Inspector shall be promptly made, and where practicable, at source of supply. If any work should be covered up without approval or consent of DISTRICT’s Inspector, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR’s expense in compliance with the Agreement. Costs of tests, inspections and any materials found to be not in compliance with the Agreement shall be paid for by CONTRACTOR. Other costs for test and inspection shall be paid by the DISTRICT.

**ARTICLE 27. TRENCHES**

(a) CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which conform to applicable safety standards.

(b) If this Agreement involves the excavation of any trench or trenches five (5) feet or more in depth, and the Project cost is in excess of $25,000, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT for acceptance or to whomever DISTRICT designates which may include a registered civil or structural engineer employed by the DISTRICT to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Agreement for completion of the work as set forth in the Project Documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL-OSHA and a CAL-OSHA permit for such plan delivered to the DISTRICT. Labor Code Section 6500 and 6705; Health and Safety Code Section 17922.5)

(c) If this Agreement involves the digging of trenches or excavations that extend deeper than four feet below the surface, the following shall apply pursuant to Public Contract Code section 7104:

(1) The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:

(i) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
(ii) Subsurface or latent physical conditions at the site different from those indicated.

(iii) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(2) The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR’s cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Project Documents.

(3) In the event a dispute arises between the DISTRICT and the CONTRACTOR, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR’s cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Project Documents, but shall proceed with all the work to be performed under the Project Documents. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

**ARTICLE 28. DOCUMENTS ON WORK**

CONTRACTOR shall keep on the job site at all times one legible copy of all Project Documents, including addenda and change orders, and all approved drawings, plans, schedules and specifications. Said Documents shall be kept in good order and available to ARCHITECT, ARCHITECT representatives, and all authorities having jurisdiction. CONTRACTOR shall be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project.

**ARTICLE 29. STATE AUDIT**

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the DISTRICT, the CONTRACTOR, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the costs of administration of the Agreement, shall be subject to the examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this Agreement.

**ARTICLE 30. SUBSTITUTIONS**

(a) Prior to Bid Opening. Should the bidder wish to request prior to bid opening, any substitution for the materials, process, service or equipment specified, the bidder shall submit a written request at least ten (10) working days before the bid opening date and hour. If the substituted item is acceptable, the DISTRICT will approve it in an Addendum issued to all bidders of record. Requests received less than ten (10) working days prior to bid opening will not be considered. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the project.
(b) **After Bid Opening and Prior to Award of Contract.** If the bidder clearly indicates in its bid that it is proposing to use an “equal” product, the brand name or trade name, if any, of a proposed substitute item shall be inserted in the spaces provided on the **SUBSTITUTION REQUEST FORM**. Any submittal provided after the aforementioned deadline will not be considered. If the bidder fails to indicate an “equal” product, its bid shall be considered as offering the material, process, service or equipment referred to by the brand name or trade name specified. It is expressly understood and agreed to by the bidder that the DISTRICT reserves the right to reject any such proposed substituted item. It is further expressly understood and agreed by bidder that in the event the DISTRICT rejects a proposed “equal” item, the bidder will then supply the material, process, service or equipment designated by brand name or trade name or a substitute therefore which meets with the approval of the DISTRICT.

The **SUBSTITUTION REQUEST FORM**: Requests for substitutions of products, materials, or processes in place of a Specified Item must in writing on the District’s Substitution Request Form (“Request Form”) at the time of submitting bids to the District. The **SUBSTITUTION REQUEST FORM** must be accompanied by evidence as to whether the proposed substitution:

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

In completing the **SUBSTITUTION REQUEST FORM**, the bidder must state, with respect to each requested substitution, whether the bidder will agree to provide the Specified Item in the event that the District denies the bidder’s request for such requested substitution. In the event that the bidder has agreed in the Request Form to provide the Specified Item and the District denies the bidder’s requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District.

With respect to all proposed substitutions of “equal” items, the bidder shall submit all pertinent and appropriate data substantiating its request for substitutions within fifteen (15) days prior to the award of the contract. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the Project. The DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. The DISTRICT shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the DISTRICT shall be final and conclusive. Unless extended by the mutual agreement of the parties, the DISTRICT shall notify the successful bidder of the decision concerning the proposed substitution of “equal” items prior to the award of the contract. Also such decisions by the DISTRICT shall be in writing, and no proposed substituted item shall be deemed approved unless the DISTRICT has so indicated in writing. These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the bidder’s failure to request the substitution of an item at the times and in the manner set forth herein.

(c) **Whenever in specifications any materials, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words “or equal,” and CONTRACTOR may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to DISTRICT or ARCHITECT approval.**
(d) If material, process, service, or equipment offered by CONTRACTOR is not, in opinion of ARCHITECT, or DISTRICT, substantially equal or better in every respect to that specified, then CONTRACTOR shall furnish the material, process, service, or equipment specified. Burden of proof as to equality of any material, process, service, or equipment shall rest with CONTRACTOR. Provision authorizing submission of "or equal" substantiating data shall not in any way authorize an extension of time for performance of this Agreement.

(e) In the event CONTRACTOR furnishes material, process, service or equipment other than what was specified by the DISTRICT and which has been accepted by the DISTRICT and which later is defective, then CONTRACTOR at its sole cost and expense shall furnish the DISTRICT specified material, process, service or equipment or fully replace with new the defective material process, service or equipment at DISTRICT’s discretion.

(f) In the event CONTRACTOR furnishes material, process service, or equipment more expensive than that specified, difference in cost of such material, process, service, or equipment so furnished shall be borne by CONTRACTOR. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded or credited by CONTRACTOR to DISTRICT.

(g) Price, fitness and quality being equal with regard to supplies, the District may prefer supplies grown, manufactured, or produced in California and next prefer supplies partially manufactured grown, or produced in California provided the bids of said suppliers or the prices quoted by them do not exceed by more than 5% of the lowest bids/prices quoted by out of state suppliers, the major portion of the manufacture of the supplies is not done outside of California and the public good will be served thereby. (Government Code section 4330-4334)

ARTICLE 31. SAMPLES

(a) CONTRACTOR shall furnish for approval, within thirty-five (35) calendar days following award of contract, all samples as required in specifications together with catalogs and supporting data required by ARCHITECT. This provision shall not authorize any extension of time for performance of the work. ARCHITECT shall review such samples, as to conformance with design concept of work and for compliance with information given in Project Documents and approve or disapprove same within ten (10) working days from receipt of same.

(b) Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

(c) Samples shall, upon demand of ARCHITECT or DISTRICT, be submitted for tests or examinations and considered before incorporation of same into the work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the CONTRACTOR.
ARTICLE 32. PROGRESS SCHEDULE

(a) Within five (5) calendar days after Board approval of contract, CONTRACTOR shall submit a preliminary schedule that describes the work sequence planned in the first 30 days of construction. Within 21 calendar days following Board approval of contract, CONTRACTOR shall prepare and submit for DISTRICT’s acceptance the Initial Construction Schedule. The schedule shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) or equivalent scheduling methodology for the value reporting, planning and scheduling, of all work required under the Project Documents. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished.

(b) The scheduling is necessary for the DISTRICT’s adequate monitoring of the progress of the work and shall be prepared in accordance with the time frame described in Article 4 of the Agreement. The DISTRICT may reject such a schedule and require modification to it if, in the opinion of the ARCHITECT or DISTRICT, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement. CONTRACTOR shall adhere to any such modifications required by the DISTRICT.

(c) CONTRACTOR will exchange scheduling information with subcontractors and suppliers. CONTRACTOR will order work, equipment and materials with sufficient lead time to avoid interruption of the work.

(d) The CONTRACTOR shall submit to DISTRICT a monthly schedule to reflect the actual sequence of the work which shall be totally separate and apart from the original progress schedule.

(e) The CONTRACTOR shall also, if requested by the ARCHITECT or DISTRICT, provide revised schedules within ten (10) calendar days if, at any time, the ARCHITECT or DISTRICT, consider the completion date to be in jeopardy. The revised schedule shall be designed to show how the CONTRACTOR intends to accomplish the work to meet the original completion date. The form and method employed by the CONTRACTOR shall be the same as for the original progress schedule. The CONTRACTOR shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. CONTRACTOR will provide documents and justification for any schedule changes. An activity that cannot be completed by its original completion date shall be deemed to be behind schedule.

(f) CONTRACTOR shall submit a revised schedule within ten (10) consecutive calendar days of CONTRACTOR’s request for any extension of time. Failure to submit such schedule will result in CONTRACTOR waiving his/her right to obtain any extension of time.

(g) IT IS AGREED THAT THE DISTRICT OWNS THE “FLOAT” ON THIS PROJECT. IF CONTRACTOR SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMPLETION DATE FOR THE PROJECT, DISTRICT'S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE CONTRACTOR TO ANY DELAY CLAIM OR DISRUPTION DAMAGES OR ANY OTHER DAMAGES DUE TO ANY SUCH REVISED SCHEDULE. NOTHING PROVIDED HEREIN SHALL BE CONSTRUED AS A DIRECT, INDIRECT OR IMPLICIT ACCELERATION ORDER TO THE CONTRACTOR.
(h) CONTRACTOR agrees that failure to timely submit the progress schedule, the monthly schedule or any revised progress schedule requested by the ARCHITECT or the DISTRICT may result in delay in payment to CONTRACTOR.

(i) In addition to the requirement to update the baseline schedule, CONTRACTOR is responsible to provide a four week rolling schedule at each progress meeting. This Schedule will include activities that are 1 week behind the Data Date and 3 weeks ahead of the Data Date. The Data Date shall be the date of the progress meeting. Schedule shall include information for all trades on-site. Schedule will identify any work that is proposed outside the regular working hours.

ARTICLE 33. TIME ALLOWANCES

(a) DISTRICT will serve a Notice to Proceed upon Contractor by hand delivery, facsimile, email or delivery to Contractor at legal address.

(b) Start date for Contract Times shall be on the date indicated in the Notice to Proceed. If no date is indicated, then the start date for contract time shall be the 5th calendar day from date that Contractor receives DISTRICT’s written Notice to Proceed, unless the Notice to Proceed is served by mail only, then the Start Date under the Contract shall be the tenth (10th) calendar day following the date of mailing. The Contractor shall commence work on such day, and shall prosecute the Work diligently to completion thereafter. No work shall commence before contract bonds and insurance certificates have been filed with the DISTRICT and the contract has been signed by the DISTRICT.

(c) CHANGE OF CONTRACT TIMES

(1) The contract times may only be changed by change order or written amendment and time is of this essence in this Agreement.

(2) The Contract Times will be adjusted in an amount equal to the time lost as shown on a critical path schedule due to the following:

(i) Changes in the Work ordered by DISTRICT;

(ii) Acts or neglect by DISTRICT’s consultants, acts or neglect of utility districts, acts or neglect of other Contractors performing other Work, provided Contractor has fully and completely performed its responsibilities under the Contract Documents, including but not limited to, its cooperation and coordination responsibilities required by the Contract Documents;

Fires, floods, abnormal weather conditions, earthquakes, civil disturbances, or acts of God, provided damage resulting from same is not the result of Contractor’s failure to properly protect the Work as required by the Contract Documents. Notwithstanding the foregoing, the contract times shall not be extended unless Contractor has actually been prevented from completing any part of the Work within the contract time due to delay which is (i) beyond the control of Contractor and (ii) due to reasons for which Contractor is not responsible and (iii) a claim for delay is made as provided for herein. Delays attributable to and within the control of a
Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor.

Contractor shall have no right to an adjustment in the time of completion due to weather conditions which are normal for the locality of the site. The time period for completion of the project has been determined with consideration given to the average climatic range prevailing in the locality of the site.

(3) Where Contractor is prevented from completing any part of the Work within the contract due to delay beyond the control of both DISTRICT and Contractor, an extension of contract times in an amount equal to the time loss due to such delay shall be the Contractor's sole and exclusive remedy for such delay. DISTRICT shall not be liable to Contractor, any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of Contractor, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility districts.

(4) Delays due to adverse weather conditions will not be allowed for weather conditions which do not directly impact the performance of the critical path. Whenever the Contractor has undertaken an exterior critical path activity which is directly impacted by adverse weather conditions, the Contractor shall immediately notify the DISTRICT of the potential delay to such activity. The DISTRICT shall inspect the site, meet with the Contractor and confirm that the exterior critical path activity is impacted and grant an extension of the Contract Times sufficient to allow the Contractor to perform the impacted activity.

(5) If delays acceptable for evaluation occur concurrently, the maximum extension of the Contract time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.

(6) Delay in completion of the Work beyond the expiration of the contract time resulting from causes other than those listed as acceptable for evaluation are considered inexcusable delays and shall not entitle the Contractor to an extension of the contract time or an adjustment of the Contract amount.

If an inexcusable delay occurs concurrently with acceptable delays for evaluation, the maximum extension of the Contract Time shall be the number of days, if any, by which the duration of a delay exceeds the inexcusable delay. The duration of concurrence is non-compensable.

(d) NOTICE OF DELAY

(1) Notice shall constitute application for extension of time only if notice requests extension and sets forth the impact of the delay on the critical path and Contractor's estimate of additional time required together with full recital of causes of unavoidable delays relied upon.

(2) After receipt of a request for a time extension, with verifiable documents and justifications included, DISTRICT will make decision thereon, and will advise Contractor in writing.
(3) No time extensions shall be considered without related documents and justifications necessary for DISTRICT to make determination.

(4) No time extensions shall be granted for delays for which Contractor fails to give timely notice and Contractor hereby waives any and all damages for delay for which timely notice is not given.

(5) Any request for extension of time shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event. All claims and adjustments in the contract times shall be determined by DISTRICT. No claim for an adjustment in the contract times will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph.

(6) The Contractor's failure to perform in accordance with the construction schedule shall not be excused because the Contractor has submitted time extension requests, unless and until such requests are approved by DISTRICT.

(e) NO DAMAGE FOR CONTRACTOR CAUSED DELAY

Contractor shall not be entitled to any compensation, including but not limited to extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under this Contract, or during periods of delay concurrently caused by Contractor and either DISTRICT or others. Contractor may be compensated for delays caused directly and solely by DISTRICT except that Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

(1) DISTRICT's right to sequence Work in manner which would avoid disruption to the DISTRICT's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by this Contract;

(2) DISTRICT's enforcement of government act or regulation, or the provisions of the Contract Documents; and

(3) Extensive requests for clarifications to construction documents or modifications to contract, provided such clarifications or modifications are processed by DISTRICT or its consultants in a reasonable time commensurate with provisions of Contract requirements.

(f) EXTENSION OF TIME DOES NOT WAIVE DISTRICT'S RIGHTS

Granting of time extension for any reason shall in no way operate as waiver on part of DISTRICT, of right to collect liquidated damages for other delays or of right to collect other damages or other rights to which DISTRICT is entitled.
ARTICLE 34. MATERIALS AND WORK

(a) Except as otherwise specifically stated in this Agreement, CONTRACTOR shall provide and pay for all materials, supplies, tools, equipment, labor transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Project within specified time.

(b) Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

(c) Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. DISTRICT has no obligation to pay for any prefabricated material stored offsite until delivered and installed to the jobsite and inspected and approved by the inspector of record.

(d) CONTRACTOR shall, after issuance of the Notice to Proceed by DISTRICT, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. CONTRACTOR shall, upon demand from the ARCHITECT, furnish to the ARCHITECT documentary evidence showing that orders have been placed.

(e) DISTRICT reserves the right, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the CONTRACTOR.

(f) No materials, supplies, or equipment for work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to DISTRICT free from any claims, liens, or charges. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Agreement shall have any right to lien upon premises or any improvement or appurtenance thereon, except that CONTRACTOR may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to owner thereof.

(g) Nothing contained in this Article 33, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due CONTRACTOR in hand of DISTRICT, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials or labor when no formal contract is entered into for such materials or labor.

(h) The title to new materials and/or equipment and attendant liability for its protection and safety, shall remain in the CONTRACTOR until incorporated in the work and accepted by the DISTRICT; no part of said materials and/or equipment shall be removed from its place of onsite/offsite storage except for immediate
installation in the work; and CONTRACTOR shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the DISTRICT or its authorized representative.

ARTICLE 35. INTEGRATION OF WORK

(a) CONTRACTOR shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors or existing conditions showing upon, or reasonably implied by, the drawings and specifications, and shall follow all directions given by the Architect.

(b) All costs caused by defective or ill-timed work shall be borne by CONTRACTOR.

(c) CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without the written consent of the ARCHITECT. 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.

(d) 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 as required, at no additional cost to DISTRICT.

(e) CONTRACTOR is aware that this Project may be split into several phases. If the Project is split into phases then CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the DISTRICT. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

ARTICLE 36. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

(a) Permits, licenses, and certificates necessary for prosecution of work, shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to the ARCHITECT before demand is made for the certificate of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain contractors' licenses in effect as required by law.

(b) Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by DISTRICT, unless otherwise specified.

(c) Permits and charges for installation, and inspection thereof, of utility services by serving utilities shall be secured and paid for by DISTRICT.
**ARTICLE 37. SURVEYS**

Surveys to determine location of property lines and corners will be supplied by DISTRICT. Surveys to determine locations of construction, grading, and site work, shall be provided by CONTRACTOR.

**ARTICLE 38. EXISTING UTILITY LINES; REMOVAL, RESTORATION**

(a) Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in the plans and specifications. The CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the DISTRICT to provide for removal or relocation of such utility facilities. If the CONTRACTOR, while performing work under this Agreement, discovers utility facilities not identified by the DISTRICT in the plans or specifications, CONTRACTOR shall immediately notify the DISTRICT and the utility in writing. CONTRACTOR shall be compensated according to the provisions governing changes in the work.

(b) This Article 37 shall not be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the work. Nothing in this Article shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.

(c) As part of the work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3 and 4216.4, and pay all fees charged pursuant to Government Code Section 4216, et seq.

**ARTICLE 39. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS**

(a) CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work as indicated and specified.

(b) If CONTRACTOR observes that drawings or specifications are at variance therewith, CONTRACTOR shall promptly notify ARCHITECT in writing and any changes deemed necessary by the ARCHITECT shall be adjusted as provided for changes in work. If CONTRACTOR performs any work which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to ARCHITECT, CONTRACTOR shall bear all costs arising therefrom. Where plans, drawings or specifications state that materials, processes, or procedures must be approved by the Division of State Architect, State Fire Marshall, or other body or agency, CONTRACTOR shall be responsible for satisfying requirements of such bodies or agencies.

**ARTICLE 40. ACCESS TO WORK**

DISTRICT and its representatives shall at all times have access to work wherever it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for such access so that DISTRICT’s representatives may perform their functions.
ARTICLE 41. PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

(1) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(2) For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used; and

(3) To each of its subcontractors, not later than the 5th day following each payment to CONTRACTOR the respective amounts allowed CONTRACTOR on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

(4) Within seven (7) days from the time that all or any portion of the retentions are received by CONTRACTOR from DISTRICT, to each of its subcontractors from whom retention has been withheld, each subcontractor’s share of the retention received. However, if a retention payment received by CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract. CONTRACTOR may withhold from a subcontractor its portion of the retentions if a bona fide dispute exists between the subcontractor and the CONTRACTOR. The amount withheld from the retention shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

ARTICLE 42. INSPECTOR'S FIELD OFFICE

CONTRACTOR shall provide for the exclusive use of Inspector a temporary field office to be located as directed by Inspector and to be maintained until removal is authorized by DISTRICT. Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. A table satisfactory for study of plans and two chairs shall be provided by CONTRACTOR. CONTRACTOR shall provide and pay for adequate electric lights, telephone service (not a pay phone), and adequate heat for the field office until authorized removal.

ARTICLE 43. UTILITIES

(a) All utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. When it is necessary to interrupt any existing utility service to make connections, a minimum of forty-eight (48) hours advance notice shall be given to the DISTRICT, the College Director of Facilities and ARCHITECT. Interruptions in utility services shall be of the shortest possible duration for the work at hand and shall be approved by the DISTRICT and the ARCHITECT. In the event any utility service is interrupted without the required forty-eight (48) hours notice, then CONTRACTOR shall be
liable for all damage suffered by DISTRICT due to the interruption. Upon completion of work, CONTRACTOR shall remove all temporary distribution systems.

(b) CONTRACTOR may, with written permission of DISTRICT, use DISTRICT’s existing utilities by making prearranged payments to DISTRICT for utilities used by CONTRACTOR for the Project.

**ARTICLE 44. SANITARY FACILITIES**

The CONTRACTOR shall provide sanitary temporary toilet and wash facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The toilet facilities shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Inspector. Use of toilet and wash facilities in the work under construction shall not be permitted.

**ARTICLE 45. CLEANING UP**

CONTRACTOR at all times shall keep work site free from debris such as waste, rubbish, and excess materials and equipment caused by this work. CONTRACTOR shall not leave debris under, in, or about the work site, but shall promptly remove same. Upon completion of work, CONTRACTOR shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected. CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. If CONTRACTOR fails to clean up, the DISTRICT shall do so and the cost thereof shall be charged to the CONTRACTOR and deducted from any progress payment due.

**ARTICLE 46. PATENTS, ROYALTIES, AND INDEMNITIES**

The CONTRACTOR shall hold and save the DISTRICT and its governing board, officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Agreement, including its use by the DISTRICT, unless otherwise specifically provided in the Project Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the DISTRICT.

**ARTICLE 47. GUARANTEE**

(a) CONTRACTOR warrants that the work (which includes any equipment furnished by CONTRACTOR as part of the materials) shall: (a) be free from defects in workmanship and material; (b) be free from defects in any design performed by CONTRACTOR; (c) be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards; and (d) be suitable for the use stated in the specifications.

(b) The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion verifying County recordation and continue for the period set forth in the specifications or for one year if not so specified. If, during the warranty period, the work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.
(c) District shall give CONTRACTOR prompt written notice after discovery of any defective work. CONTRACTOR shall correct any such defective work, as well as any damage to any other part of the work resulting from such defective work, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by the DISTRICT and with due diligence and dispatch as required to make the work ready for use by DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. Such corrections shall include, but not be limited to, any necessary adjustments, modifications, changes of design (unless of DISTRICT’s design), removal, repair, replacement or reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges and labor as may be necessary, and cost of removal and replacement of work shall be performed at a time and in such a manner so as to minimize the disruption to DISTRICT’s use of the work.

(d) In the event of failure of CONTRACTOR or Surety to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing, DISTRICT is hereby authorized to proceed to have defects repaired or replaced and made good at expense of CONTRACTOR and Surety who hereby agree to pay costs and charges therefore immediately on demand.

(e) If, in the opinion of the DISTRICT, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the DISTRICT or to prevent interruption of operations of the DISTRICT, the DISTRICT will attempt to give the written notice required by this Article. If the CONTRACTOR or Surety cannot be contacted or neither complies with the DISTRICT’s requirements for correction within a reasonable time as determined by the DISTRICT, the DISTRICT may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the CONTRACTOR and Surety. Such action by the DISTRICT will not relieve the CONTRACTOR and Surety of the guarantees provided in this Article or elsewhere in the Project Documents.

(f) This Article does not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish to DISTRICT all appropriate guarantee or warranty certificates upon completion of the Project or upon request by DISTRICT.

(g) All guarantees required under this Article shall be in writing on the Guarantee form included in the Project Documents.

(h) CONTRACTOR shall provide to DISTRICT instruction manuals for all items which require same.

(i) Nothing herein shall limit any other rights or remedies available to DISTRICT.

(j) The DISTRICT may collect its reasonable costs and attorneys’ fees in any action to enforce this Article.

**ARTICLE 48. DUTY TO PROVIDE FIT WORKERS**

(a) CONTRACTOR and subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of CONTRACTOR to ensure compliance with this Article.
(b) Any person in the employ of the CONTRACTOR or subcontractors whom DISTRICT or ARCHITECT may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed on it except with written consent of DISTRICT.

ARTICLE 49. WAGE RATES, TRAVEL AND SUBSISTENCE

(a) Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code, the governing board of DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director.") These rates are on file with the Clerk of the DISTRICT’s governing board and copies will be made available to any interested party on request. CONTRACTOR shall post a copy of such wage rates at the work site. Labor Code Section 1773.2. The rates are available on the Internet at www.dir.ca.gov “Statistics & Research.”

(b) Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed.

(c) CONTRACTOR shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor and such workers.

(d) CONTRACTOR shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code Section 1773.8.

(e) If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice Calling for Bids or the contract subsequently awarded.

(f) Pursuant to Labor Code Section 1775, CONTRACTOR shall as a penalty to the DISTRICT, forfeit fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by CONTRACTOR or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of the CONTRACTOR's mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage, or the previous record of the CONTRACTOR in meeting his or her prevailing rate of per diem wage obligations, or the CONTRACTOR's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if the CONTRACTOR had knowledge of his or her obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by the CONTRACTOR.
(g) Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

(h) Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8.

(i) CONTRACTOR shall post at appropriate conspicuous points on the site of the Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 50. HOURS OF WORK

(a) As provided in Article 3, (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the CONTRACTOR or by any subcontractor on any subcontract under this Agreement upon the work or upon any part of the work contemplated by this Agreement shall be limited and restricted by the Agreement to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of CONTRACTOR in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

(b) The CONTRACTOR shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the work or any part of the work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Standards Enforcement, Department of Industrial Relations.

(c) Pursuant to Labor Code Section 1813, the CONTRACTOR shall pay to the DISTRICT a penalty of Twenty-Five Dollars ($25) for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(d) Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to DISTRICT.

ARTICLE 51. PAYROLL RECORDS

(a) Pursuant to the provisions of Labor Code Section 1776, the CONTRACTOR shall keep and shall cause each subcontractor performing any portion of the work under this Agreement to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked
each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the work.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection upon request by the public or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

(4) The form of certification shall be as follows:

I, ________________ (Name-print), the undersigned, am ________________ (position in business) with the authority to act for and on behalf of

___________________________________________ (Name of business and/or CONTRACTOR),
certify under penalty of perjury that the records or copies thereof submitted and consisting of

___________________________________________
(description, number of pages) are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: _____ Signature: ____________________________________________

(c) Contractor shall file a certified copy of the payroll records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request. In the event that the CONTRACTOR fails to comply within the 10-day period, the CONTRACTOR shall, as a penalty to the DISTRICT, forfeit Twenty-Five Dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.
(d) Any copy of payroll records made available for inspection as copies and furnished upon request to the public by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR shall not be marked or obliterated.

(e) The CONTRACTOR shall inform the DISTRICT of the location of the payroll records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a written notice of a change of location and address.

(f) It shall be the responsibility of the CONTRACTOR to ensure compliance with the provisions of this Article 50 and the provisions of Labor Code Section 1776.

ARTICLE 52. APPRENTICES

(a) The CONTRACTOR acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Article 51 and with Labor Code Section 1777.5 for all apprenticing occupations.

(b) Apprentices of any crafts or trades may be employed and, when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

(c) Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

(d) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed on public works. The employment and training of each apprenticeship shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

(e) Pursuant to Labor Code Section 1777.5, the CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade in performing any work under this Agreement shall employ apprentices in at least the ratio set forth in Section 1777.5 and apply to the applicable joint apprenticeship committee for a certificate approving the CONTRACTOR or subcontractor under the applicable apprenticeship standards for the employment and training of apprentices.

(f) Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Agreement, the number of apprentices to be employed and the approximate dates the apprentices will be employed.
(g) If the CONTRACTOR or subcontractor willfully fails to comply with Labor Code Section 1777.5, then, upon a determination of noncompliance by the Chief of the Division of Apprenticeship Standards, the CONTRACTOR or subcontractor shall be subject to the penalties imposed under Labor Code Section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(h) The CONTRACTOR and all subcontractors shall comply with Labor Code Section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

(i) CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200, et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8th Floor, San Francisco, California 94102, (415) 703-4920.

ARTICLE 53. LABOR - FIRST AID

The CONTRACTOR shall maintain emergency first aid treatment for CONTRACTOR's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Sec. 651, et seq.).

ARTICLE 54. PROTECTION OF PERSONS AND PROPERTY

(a) The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. All work shall be solely at the CONTRACTOR's risk with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105.

(b) CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of workers and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect and properly maintain at all times, as directed by DISTRICT or ARCHITECT or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported in writing to DISTRICT by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, standards, orders, rules, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected immediately by the CONTRACTOR at CONTRACTOR's expense.
(c) In an emergency affecting safety of person or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from ARCHITECT or DISTRICT, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by Architect or DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by written agreement with the DISTRICT.

(d) CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

(e) CONTRACTOR shall (unless waived by the DISTRICT in writing):

1. When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; not allow any unauthorized individuals on the site; require all workers on the Project to be conspicuously identified either by a firm logo on their clothing or prominent identification badge and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to building area over route designated by ARCHITECT.

4. When directed by DISTRICT, take preventive measures to eliminate objectionable dust.

5. Enforce all instructions of DISTRICT and ARCHITECT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the DISTRICT.

ARTICLE 55. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex of such persons.

ARTICLE 56. SCHEDULE OF VALUES AND PERIODICAL ESTIMATES

(a) CONTRACTOR shall furnish on form(s) approved by DISTRICT:
(1) Within ten (10) calendar days of award of contract a detailed schedule of values giving complete breakdown of contract price for each component of the Project or site which shall include all subcontractor/supplier agreements showing dollar amounts of these agreements to justify the schedule of values; and

(2) A periodical itemized estimate of work done for purpose of making partial payments thereon. Change order work shall be clearly identified on a separate schedule of values.

(3) Within ten (10) calendar days of request of DISTRICT, a schedule of estimated monthly payments which shall be due CONTRACTOR under the Agreement.

(b) Values employed in making up any of these schedules are subject to the ARCHITECT’s written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

ARTICLE 57. CONTRACTOR CLAIMS

If the CONTRACTOR shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, CONTRACTOR shall, within five (5) calendar days after sustaining of such damage, make to the ARCHITECT a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the CONTRACTOR shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, CONTRACTOR's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

ARTICLE 58. DISPUTES - ARCHITECT’S DECISIONS

(a) The ARCHITECT shall, within a reasonable time, make decisions on all matters relating to the CONTRACTOR’s execution and progress of the work. The decisions of the ARCHITECT shall not be binding, but shall be advisory only on the CONTRACTOR for the purpose of CONTRACTOR’s obligation to proceed with the work.

(b) Except for tort claims, all claims by the CONTRACTOR for a time extension, payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to the Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the DISTRICT of Three Hundred Seventy Five Thousand Dollars ($375,000) or less shall be subject to the settlement procedures set forth in Public Contract Code Section 20104, et seq. which provisions are incorporated herein by reference.

(c) In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the Agreement nor stop the progress of the work, but CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.
ARTICLE 59. PAYMENTS

(a) Unless otherwise specified in writing, each month within thirty (30) days after receipt by the DISTRICT of the monthly progress schedule and an undisputed, properly submitted payment request from CONTRACTOR which has been certified for payment by the Architect, there shall be paid to CONTRACTOR a sum equal to ninety percent (90%) of value of work performed and of materials delivered to the jobsite and inspected and approved by the inspector of record and subject to or under the control of the DISTRICT and unused up to the last day of the previous month, less aggregate previous payments. Public Contract Code Section 20104.50 Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by DISTRICT and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT ESTIMATES PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR WORK PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING WORK, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT OR ARCHITECT SHALL REMAIN UNCOMPLIED WITH BY THE CONTRACTOR. CONTRACTOR AGREES TO THE TEN PERCENT (10%) RETENTION ON ALL PROGRESS PAYMENTS. Public Contract Code Section 9203.

(b) DISTRICT has discretion to require from the CONTRACTOR any of the following information with the application for payment: (i) certified payroll covering the period of the prior application for payment; (ii) unconditional waivers and releases from all subcontractors/suppliers for which payment was requested under the prior application for payment; and/or (iii) receipts or bills of sale for any items. CONTRACTOR agrees that payment may be contingent upon District receiving any one or more of these documents.

(c) Before payment is made hereunder, a certificate in writing shall be obtained from the ARCHITECT stating that the work for which the payment is demanded has been performed in accordance with the terms of the Project Documents and that the amount stated in the certificate is due under the terms of the Project Documents, which certificate shall be attached to and made a part of the claim made and filed with the DISTRICT, provided that if the ARCHITECT shall, within three (3) days after written demand therefore, fail to deliver such certificate to the DISTRICT, the CONTRACTOR may file its claim with the DISTRICT without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the DISTRICT will either allow said claim as presented or shall, by an order entered on the minutes of said DISTRICT state the reasons for refusing to allow said claim. It is understood, moreover, that the certificate of the ARCHITECT shall not be conclusive upon the DISTRICT, but advisory only.

(d) Upon receipt of CONTRACTOR’s payment request, DISTRICT shall review the payment request as soon as practicable after receipt for the purpose of determining that the payment request is proper. Any payment request determined not to be proper shall be returned to the CONTRACTOR as soon as practicable but not later than seven (7) days after receipt and shall be accompanied by a document setting forth in writing the reasons(s) why the payment request was not proper. Public Contract Code Section 20104.50

(e) NO PAYMENT BY DISTRICT HEREUNDER SHALL BE INTERPRETED SO AS TO IMPLY THAT DISTRICT HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK.
(f) Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Agreement, CONTRACTOR shall submit to DISTRICT, in writing, a summary of all claims for compensation under or arising out of this Agreement which were timely filed. The acceptance by CONTRACTOR of the payment of the final amount shall constitute a waiver of all claims against DISTRICT under or arising out of this Agreement, except those previously made, in a timely manner and in writing, and identified by CONTRACTOR as unsettled at the time of CONTRACTOR's final request for payment.

(g) CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received within seven (7) days from the time that all or any portion of the retention are received by the CONTRACTOR subject to any limitations set forth in Public Contract Code Section 7107(e).

(h) The final payment of the ten percent (10%) retention of the value of the work done under this Agreement, if unencumbered, shall be made thirty-five (35) days after recording by the DISTRICT of the Notice of Completion at the County Recorder's Office. APPROVAL OF COMPLETION OF THE PROJECT WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OF DISTRICT. Public Contract Code Section 7107.

ARTICLE 60. CHANGES AND EXTRA WORK

(a) DISTRICT may, as provided by law and without affecting the validity of this Agreement, order changes, modifications, deletions and extra work by issuance of written change orders 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) Notwithstanding any other provision in the Project Documents, the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the contract time due CONTRACTOR arising out of the change in the work covered by the change order unless otherwise provided in the change order. The amount of the compensation due CONTRACTOR shall be calculated pursuant to subparagraph (e) of this Article 59. The entire compensation shall not include any additional charges not set forth in subparagraph (e) and shall not include delay damages (due to processing of a change order, refusal to sign a change order) indirect, consequential, and incidental costs including any project management costs, extended home office and field office overhead, administrative costs and profit other than those amounts authorized under subparagraph (e) of this Article 59.

(c) In giving instructions, ARCHITECT shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the Project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from DISTRICT, authorized by action of the governing board, and no claim for addition to contract sum shall be valid unless so ordered.

(d) If the ARCHITECT determines that work required to be done constitutes extra work outside the scope of the Agreement, the ARCHITECT shall send a request for a detailed proposal to the CONTRACTOR. CONTRACTOR will respond with a detailed proposal within five (5) calendar days of receipt of the Request
for Proposal which shall include a complete itemized cost breakdown of all labor and materials showing actual quantities, hours, unit prices, and the wage rates required for the change. If the change order involves a change in construction time, a request for the time change shall accompany the change order cost breakdown. All such requests for time shall be specified by CONTRACTOR as either “work days” or “calendar days.” Any request for time received with only the designation of “days” shall be considered calendar days. The term “work days” as used in this paragraph shall mean Monday through Friday, excluding Saturdays, Sundays and federal/State of California observed holidays. If the work is to be performed by a subcontractor, CONTRACTOR must include a bid from the subcontractor containing the same detailed information as required for CONTRACTOR. No extensions of time will be granted for change orders that, in the opinion of the ARCHITECT, do not affect the critical path of the Project.

(e) Value of any such extra work, change, or deduction shall be determined at the discretion of DISTRICT in one or more of the following ways:

(1) By mutual written acceptance of a lump sum proposal from CONTRACTOR properly itemized and supported by sufficient substantiating data to permit evaluation by DISTRICT and ARCHITECT.

(2) By unit prices contained in CONTRACTOR's original bid and incorporated in the Project Documents or fixed by subsequent agreement between DISTRICT and CONTRACTOR.

(3) By cost of material and labor and percentage for overhead and profit (“time and material”). If the value is determined by this method the following requirements shall apply:

(A) Daily Reports by Contractor.

(i) General. At the close of each working day, the CONTRACTOR shall submit a daily report to the ARCHITECT and the Inspector, on forms approved by the DISTRICT, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the ARCHITECT and the CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR.

(ii) Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project Superintendent expenses are not allowed.

(iii) Materials. The report shall describe and list quantities of materials used and unit cost.

(iv) Equipment. The report shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost.
(v) Other Services and Expenditures. Other services and expenditures shall be described in such detail as the DISTRICT may require.

(B) Basis for Establishing Costs

(i) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, 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. The use of 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.

(ii) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work 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.

(iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $500 or less or where an invoice is not provided.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental source, or distributors, at the time the work is performed. 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 ARCHITECT, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(iv) 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.
(v) Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. 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 report.

(C) The following form shall be used as applicable by the DISTRICT and CONTRACTOR to communicate proposed additions and deductions to the Agreement.

<table>
<thead>
<tr>
<th>EXTRA CREDIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>i. Material/Equipment (attach itemized quantity and unit cost plus sales tax)</td>
</tr>
<tr>
<td>ii. Labor (attach itemized hours and rates)</td>
</tr>
<tr>
<td>iii. Subtotal</td>
</tr>
<tr>
<td>iv. If subcontractor performed work, add Subcontractor's overhead and profit to portions performed by it, not to exceed 15% of Item iii. above</td>
</tr>
<tr>
<td>v. Subtotal</td>
</tr>
<tr>
<td>vi. General Contractor's Overhead and Profit, not to exceed 15% of Item v if Contractor performed the work. If subcontractor performed the work, not to exceed 5% of Item v. Of portions performed by Contractor and subcontractors, portions performed by Contractor shall not exceed 15% of Item V, and portions performed by Subcontractor shall not exceed 5% of Item v.</td>
</tr>
<tr>
<td>vii. Subtotal</td>
</tr>
<tr>
<td>viii. Bond and Liability Insurance Premium, if in fact additional bonds or insurance were actually purchased, not to exceed 1% of Item vii.</td>
</tr>
<tr>
<td>ix. Total</td>
</tr>
</tbody>
</table>

(4) 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 CONTRACTOR's COSTS AND EXPENSES, BOTH
DIRECT AND INDIRECT, RESULTING FROM ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM DELAYS TO THE PROJECT. ANY COSTS OR EXPENSES NOT INCLUDED ARE DEEMED WAIVED. FOR PURPOSES OF DETERMINING THE COST, IF ANY, OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSION HEREUNDER, ALL TRADE DISCOUNTS, REBATES, REFUNDS, AND ALL RETURNS FROM THE SALE OF SURPLUS MATERIALS AND EQUIPMENT SHALL ACCRUE AND BE CREDITED TO CONTRACTOR, AND CONTRACTOR SHALL ENSURE THAT SUCH DISCOUNTS, REBATES, REFUNDS, AND RETURNS MAY BE SECURED, AND THE AMOUNT THEREOF SHALL BE ALLOWED AS A REDUCTION OF CONTRACTOR’S COST IN DETERMINING THE ACTUAL COST OF CONSTRUCTION FOR PURPOSES OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSIONS IN THE WORK AS PROVIDED HEREIN.

(f) If the CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the DISTRICT to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Agreement, CONTRACTOR shall notify the DISTRICT, in writing, of such claim within five (5) calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The notice shall state the factual bases for the claim and cite in detail the Project Documents (including plans and specifications) upon which the claim is based. The CONTRACTOR’s failure to notify the DISTRICT within such five (5) day period shall be deemed a waiver and relinquishment of such a claim. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions.

(g) “PROHIBITED USAGE OF CONTRACTOR QUALIFYING LANGUAGE STAMPS ON DISTRICT DRAWINGS OR CONTRACT FORMS.” Contractor shall not countersign or endorse any form, drawing, change order, contract or other documents with any conditions not mutually agreed to in advance by the DISTRICT and the CONTRACTOR. Endorsement of a contract, change order, specification, drawing or form with the following: “This change order is being executed without waiver of the right to seek additional compensation for such services,” shall be of no legal force or effect.

ARTICLE 61. COMPLETION

(a) The DISTRICT shall accept completion of the Project and have the Notice of Completion recorded within ten (10) days of acceptance of completion of the Project when the entire work including punch list items shall have been completed to the satisfaction of the DISTRICT. Civil Code Section 3093. The work may only be accepted as complete by action of the DISTRICT’S Governing Board.

(b) However, the DISTRICT, at its sole option, may accept completion of the Project and have the Notice of Completion recorded when the entire work including individual portions of the work shall have been completed to the satisfaction of the DISTRICT, except for minor corrective items, as distinguished from incomplete items.

(c) A final walk through of the Project to determine completion and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete except for minor corrective items. Any erroneous claims of completion by CONTRACTOR resulting in a premature walk through shall be at CONTRACTOR’S sole cost and expense and DISTRICT shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the DISTRICT due to the erroneous claims by the
CONTRACTOR that the Project is complete. Minor corrective items shall be identified in the final walk through of the Project.

(d) If the CONTRACTOR fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the DISTRICT shall withhold from the final payment an amount equal to one hundred fifty percent (150%), as determined by the DISTRICT, of the amount of each item until such time as the item is completed. Public Contract Code Section 7107. At the end of such 35-day period, if there are items remaining to be corrected, the DISTRICT may elect to proceed as provided in Article 61(b) entitled "Adjustments to Contract Price."

**ARTICLE 62. ADJUSTMENTS TO CONTRACT PRICE**

(a) If CONTRACTOR defaults or neglects to carry out the work in accordance with the Project Documents or fails to perform any provision thereof, DISTRICT may, after ten (10) days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies.

(b) 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 not done in accordance with the Project Documents, an equitable reduction in the contract price shall be made therefore.

**ARTICLE 63. CORRECTION OF WORK**

(a) CONTRACTOR shall promptly remove all work identified by DISTRICT as failing to conform to the Project Documents, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own work to comply with Project Documents without additional expense to DISTRICT and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

(b) If CONTRACTOR does not remove such work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at CONTRACTOR's expense. If CONTRACTOR does not pay expenses of such removal within ten (10) days' time thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by CONTRACTOR.

**ARTICLE 64. EXTENSION OF TIME - LIQUIDATED DAMAGES**

(a) The CONTRACTOR and DISTRICT hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. CONTRACTOR shall be assessed liquidated damages for each and every day the work required under the Project Documents remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT to the CONTRACTOR under the terms of the Project Documents. The CONTRACTOR will pay to the DISTRICT or DISTRICT may retain from amounts otherwise payable to the CONTRACTOR, said amount for each day after failure to meet the requirements of the contract completion as scheduled in the Agreement. Government Code Section 53069.85 For purposes of this article, the work shall be considered "complete" in accordance with the provisions of Article 60, "COMPLETION", except that the work may be considered complete without formal acceptance by the DISTRICT Governing Board so long as the Governing Board, at its next regularly scheduled meeting, accepts the work.
(b) CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God. CONTRACTOR shall within ten (10) days of beginning of any such delay, notify DISTRICT in writing of causes of delay. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT’s finding of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected.

ARTICLE 65. PAYMENTS WITHHELD

(a) In addition to amount which DISTRICT may retain under Article entitled "COMPLETION" and Article entitled "PAYMENTS," DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in its judgment may be necessary to cover:

(1) Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractors, or against and about the performance of work on the Project, including, without limitation, payments made pursuant to the Article entitled "PAYMENTS BY CONTRACTOR."

(2) The cost of defective work which CONTRACTOR has not remedied.

(3) Liquidated damages assessed against CONTRACTOR.

(4) Penalties for violation of labor laws.

(5) The cost of materials ordered by the DISTRICT pursuant to Article 33 entitled "MATERIALS AND WORK."

(6) The cost of completion of this Agreement if there exists a reasonable doubt that this Agreement can be completed for the balance then unpaid to CONTRACTOR.

(7) Damage to DISTRICT, another contractor, or subcontractor.

(8) Site clean-up as provided in Article 44 entitled "CLEANING UP."

(9) Payments to indemnify, defend, or hold harmless the DISTRICT.

(10) Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections.

(11) Extra services for ARCHITECT.
(12) Extra services for the INSPECTOR including but not limited to reinspection required due to CONTRACTOR’S failed tests or installation of unapproved or defective materials and CONTRACTOR’S requests for inspection and CONTRACTOR’s failure to attend the inspection.

(13) Failure of CONTRACTOR to submit on a timely basis, proper and sufficient documentation required by the Project Documents, including without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders and verified reports.

(14) Any other obligation(s) of the DISTRICT which the DISTRICT is authorized and/or compelled by law to perform.

(b) If the above grounds are in the opinion of the DISTRICT removed by or at the expense of CONTRACTOR, payment shall be made for amounts withheld because of them.

(c) DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of CONTRACTOR. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR.

(d) As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total contract price as provided in Article 61 entitled "ADJUSTMENTS TO CONTRACT PRICE."

ARTICLE 66. TAXES

(a) CONTRACTOR will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Project Documents.

(b) If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the DISTRICT, upon request, will execute documents necessary to show (1) that the DISTRICT is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of the DISTRICT. No excise tax for such materials shall be included in any bid price.

ARTICLE 67. NO ASSIGNMENT

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.
ARTICLE 68. NOTICE

Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;

2. If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR, or to CONTRACTOR's superintendent at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;

3. If notice is given to surety or other persons, by personal delivery to such surety or other person, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

ARTICLE 69. NO WAIVER

The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

ARTICLE 70. NON-UTILIZATION OF ASBESTOS MATERIAL

(a) The CONTRACTOR will be required to execute and submit the Certificate Regarding Non-Asbestos Containing Materials.

(b) Should asbestos containing materials be installed by the CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:

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

2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
(3) The asbestos consultant shall be chosen and approved by the DISTRICT who shall have sole discretion and final determination in this matter.

(4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

(c) Cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by the DISTRICT shall be borne entirely by the CONTRACTOR.

(d) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the CONTRACTOR at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the CONTRACTOR acknowledges the above and agrees to hold harmless the DISTRICT, its Governing Board, employees, agents, and ARCHITECT and assigns for all asbestos liability which may be associated with this work. The CONTRACTOR further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.

ARTICLE 71. LEAD

Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the CONTRACTOR shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

ARTICLE 72. GOVERNING LAW

The laws of the State of California shall govern the Project and the Agreement.
For specifics related to General Notes 1, 2, See: 1.1 C.

1. GENERAL NOTE: BID #304 includes the following: demolition / removal of existing signage and the manufacture and installation of an exterior Campus Wayfinding System.

2. GENERAL NOTE: The ASI COMPASS™ MODULAR SIGNAGE SYSTEM ‘or equal’ is identified as the specified product. If the ‘or equal’ product specifications as defined in these bid documents, including those listed in section 1.3 SUBMITTALS are not met by any of the bidder submissions, it is the responsibility of the appointed contractor to coordinate the following with ASI and the IVC Assistant Director of Facilities: demolition & removal of existing signage, manufacturing of product, all engineering specs related to installation (below grade footings and surface mounts), receipt of product to the contractor’s warehouse, storage of product and the installation of the Campus Wayfinding System.

Contact Information ASI:
Laurie Rasmussen
ASI VP Sales & Marketing
laurie.rasmussen@asisignage.com
310-645-1400 ext. 231

Or:
Sean Rasmussen
ASI Project Manager
sean.rasmussen@asisignage.com
310-645-1400 ext. 224

Contact Information IRVINE VALLEY COLLEGE:
Jeff Hurlbut
Assistant Director of Facilities & Maintenance
jhurlbut@ivc.edu
949-451-5546

PART 1

1.1. SUMMARY

A. See Related Documents: Provisions established within the Bid and Contract documents and Exhibit A (identification of signs for removal and disposal), consisting of the message schedule and design intent drawings, are collectively related to this 00800 Specification Section.

B. Section Includes: The requirements for the removal and disposal of existing signage, and the fabrication and installation of an exterior Campus Wayfinding System.

C. Summary of Contractor’s Responsibilities:

1. The ASI COMPASS™ MODULAR SIGNAGE SYSTEM ‘or equal’ is the specified product. Contractors are encouraged to further read the General Conditions, ARTICLE 30 (included in this BID packet) regarding the requirements for submitting a product under the ‘or equal’ guidelines. Any submissions must be accompanied by invitation to view actual working sample of ‘or equal’ submission.

2. ON-LINE ORDERING SYSTEM: ASI provides an intuitive web-based, on-line ordering system for use in reordering similar products for future changes or additions. All ‘or
equal’ submissions must include proof of the contractor’s ability to provide an ‘or equal’ on-line ordering system.

3. Contractor to perform all demolition and disposal of identified monument type signage and marquee type signage and is required to know and meet all regulatory requirements for disposal. **NOTE:** See: EXHIBIT ‘A’ for REMOVAL / DISPOSAL OF EXISTING SIGNAGE (included in this BID packet).

4. Shutdown of any systems (gas, water, electrical, plumbing, irrigation etc.) on the campus must be coordinated and scheduled with the IVC Assistant Director of Facilities. Any premium required to perform system shutdowns shall be included in the bid price. *For example, if a requested shutdown impacts an occupied space, then alternate shutdown hours will be designated by the College which do not impact the use of the space. Any premium for these hours will be borne by the contractor.*

5. Contractor is responsible for coordinating the receipt of materials from the manufacturer with an approved installation schedule. All submittals for: Materials, Installation, and Close Out approvals: IVC Assistant Director of Facilities.

6. Contractor will provide for the delivery and removal of a securable storage container to be located on a predetermined IVC Campus location for the duration of the installation. Products must be stored in such a way as to meet the manufacturer’s warranty specifications for storage.

7. Contractor will provide a certified engineer of their choosing to insure the proper below-grade footing and surface mount specifications prior to installation.

**1.2. QUALITY ASSURANCE**

A. Suppliers: Obtain all products from approved suppliers as identified in Part 2 of this section and that provide ISO 9001 quality control standards.

B. Installer: Installation shall be performed by installer with experience on three projects of similar scope and value within the last three years.

C. Subcontractors: Subject to same submittal, work experience and supervision requirements as the contractor. *See: General Conditions, Article 5 for details.*

D. Regulatory Requirements: It is the sole responsibility of the contractor to ensure that all sign graphics and installation locations shall meet requirements of all applicable codes specified under the:

   - Americans With Disabilities Act Accessibility Guidelines (ADAAG) and local amendments and modifications.

E. Materials: Materials used in the execution of this work shall be new and of the highest quality available to meet all specific requirements.

**1.3. SUBMITTALS**

A. **Contractor Drawings:**
Shop Drawings: Contractor must provide complete shop drawings, drawn to scale including all details of pertinent information / construction of the following: Concrete footing details for all below grade installs, sign mounts / brackets, installation mounts / hardware and details of any mounting adhesives. Supply all details affecting exterior appearance. Submit one complete set in reproducible form to IVC Assistant Director of Facilities for review and approval prior to fabrication.

Lettering Patterns: Submit two scaled lettering patterns of sign messages, symbols or other graphic elements related to sign fabrication for approval by the IVC Assistant Director of Facilities.

All ‘G’ type signage (Pedestrian Orientation Map / Welcome) must be pre-approved prior to manufacture for the approval of correct map orientation per location by IVC Assistant Director of Facilities.

B. Technical Specifications:

Submit technical specifications of paint, coatings and other finish materials. Include actual samples of these finishes. Submit two copies for approval by IVC Assistant Director.

C. Material Data:

Submit material cost data for all materials required to construct the work in place. (for future additional signage and/or re-order purposes)

Submit manufacturer’s descriptive technical data and material safety data sheets for all adhesives and sealants.

D. Samples:

Paint Color Samples: Submit samples of paint for review of color, sheen and texture, on aluminum sheets to simulate actual finish. Contractor shall resubmit each sample as requested until required color, sheen and texture are achieved. Submit two copies each for review by IVC Assistant Director of Facilities.

Hardware Samples: Submit working samples of all mounting hardware, connectors and fasteners that will be exposed to view. Submit two copies each for review by IVC Assistant Director of Facilities.

Prototypes: Submit one (1) typical and complete, finished prototype installed at pre-approved IVC campus location to IVC Assistant Director of Facilities for review as requested. Subsequent fabrication of contract work and installation standards shall conform to the accepted prototype. The prototype may remain in place and be included in the permanent install.

1.4. DELIVERY, STORAGE AND HANDLING

A. Coordinate delivery, installation and storage of signs to meet schedule requirements as instructed by IVC Assistant Director of Facilities.

B. Comply with manufacturer’s ordering instructions and lead-time requirements to avoid construction delays.
C. Deliver products to onsite (IVC Campus) contractor’s container (see also: CONTRACTOR’S RESPONSIBILITIES 1.1 C 7.) in manufacturer’s original, unopened, undamaged containers with identification labels intact. Must be approved and recorded by IVC Assistant Director of Facilities prior to removal of packaging.

D. Establish the proper handling of products during installation with manufacturer.

1.5. RIGHTS AND GUARANTEE

A. Design Rights: Contractor is hereby granted limited right to the designs as shown and specified herein for the sole purpose of completing contractual obligations to fabricate and install project signage. Contractor may not manufacture, reproduce or exhibit these designs, or modify them for any other purpose without prior written consent.

B. Project Warranty: Contractor shall guarantee his work for a period of three (3) years from the date of acceptance covering all signs, provided by the Contractor, agreeing to repair or replace work, which has failed as a result of defects in materials, workmanship or installation. Upon notification of such defects, within the warranty period, make necessary repairs or replacement at the convenience of IVC Assistant Director of Facilities.

C. 10-Year Supplement Guarantee: Ten (10) years from product ship date, manufacturer guarantees to be able to make supplementary deliveries of products with a similar functionality and design (shape, color, typography and graphics) as delivered under the original order, unless otherwise specifically stated.

D. Manufacturer’s Warranty: Submit manufacturer’s standard warranty document executed by authorized company official.

PART 2 – PRODUCTS

2.1. SIGNAGE SYSTEMS

Project sign types are:

1. Sign Type A: Campus Entrance Identification
2. Sign Type B.1: Vehicle Directional
3. Sign Type B.2: Large Vehicle Directional
4. Sign Type C: Parking Lot ID & Code Info
5. Sign Type D: Parking Permit Dispenser ID
6. Sign Type F: Pedestrian Orientation Compass Post
7. Sign Type G: Pedestrian Orientation Map/Welcome
8. Sign Type H: Building Identification

A. Sign Types: Specifications

- The sign types are to be modular and manufactured from precision formed aluminum sheet panels, attached to extruded aluminum posts incorporating a track system to allow mechanical panel attachments. Both panels and posts of
the precise sizes and shapes specified, are required to maintain the modular functionality that will easily accommodate on-going change, i.e., adding and replacing precision panels on existing posts in the future.

**Sign Type A:**
*Refer to Design Intent Drawings & Message Schedule for colors, graphic elements, quantities and text panels.*

- Monument Type: Fabricated, painted aluminum w/ Dimensional Letters on both sides.
- Monument Size: 30”(h) x 216-1/2”(w) by 12-1/2” deep. Color: MX-31, Lapis.
- Attachments: (2) sets of aluminum angles on bottom of panel.
- Installation: (2) sets of (4) anchor bolts to existing concrete footing.
- Dimensional Letters: Flat-cut, aluminum with horizontal brushed finish.
- Sizes: (2) sets 13” (h) x ½” (thk) to read: IRVINE VALLEY COLLEGE
  (2) sets 5” (h) x ½” (thk) to read: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
- Typestyle: Trajan Regular.
- Attachment: Projecting stud mount with spacers.

**Sign Type B.1:**
*Refer to Design Intent Drawings & Message Schedule for colors, graphic elements, quantities and text panels.*

- Panel Size: 5”(h) x 80”(w) x 1” (thk).
- Panel Attachment Type: Top loading panels.
- Round Post: 2-3/4” diameter, one channel, extruded aluminum post.
  Trapezoid Post: 9-7/8” face width, one channel, extruded aluminum post.
- Mounting: Direct burial concrete footing.

**Sign Type B.2:**
*Refer to Design Intent Drawings & Message Schedule for colors, graphic elements, quantities and text panels.*

- Panel Size: 5”(h) x 63”(w) x 1” (thk).
- Panel Attachment Type: Top loading panels.
- Round Post: 2-3/4” diameter, two channel, extruded aluminum post.
  Trapezoid Post: 9-7/8” face width, one channel, extruded aluminum post.
- Mounting: Direct burial concrete footing.

**Sign Type C:**
Refer to Design Intent Drawings & Message Schedule for colors, graphic elements, quantities and text panels.

- Panel Size: 20”(h) x 20”(w) x 1” (thk).
- Panel Size: 6”(h) x 20”(w) x 1” (thk).

- Panel Attachment Type: Top loading panels.

- Round Post: 2-3/4” diameter, one channel, extruded aluminum post.
- Trapezoid Post: 6-7/8” face width, one channel, extruded aluminum post.

- Mounting: Concrete footing.

**Sign Type D:**
Refer to Design Intent Drawings & Message Schedule for colors, graphic elements, quantities and text panels.

- Panel Size: 20”(h) x 20”(w) x 1” (thk).
- Panel Size: 5”(h) x 20”(w) x 1” (thk).

- Panel Attachment Type: Top loading panels.

- Round Post: 2-3/4” diameter, one channel, extruded aluminum post.
- Trapezoid Post: 6-7/8” face width, one channel, extruded aluminum post.

- Mounting: Concrete footing.

**Sign Type F:**
Refer to Design Intent Drawings & Message Schedule for colors, graphic elements, quantities and text panels.

- Panel Size: 4”(h) x 40”(w) x 1” (thk) with mounting attachment to post.

- Orientation Map Panel Size: 16”(h) x 12”(w) frame with polyester lens, aluminum back plate, locking device and mounting sleeve (map insert by Owner).

- Round Post: 2-3/4” diameter post.

- Finial: Painted, round, wood ornamental top for center post.

- Mounting: Flange mount to concrete footing.

**Sign Type G:**
Refer to Design Intent Drawings & Message Schedule for colors, graphic elements and quantities.

- Panel Size: 36”(h) x 50”(w) x 1” (thk)

- Panel Attachment Type: Top loading panels.

- Round Post: 3-1/2” diameter, one channel, extruded aluminum post.
- Trapezoid Post: 9-7/8” face width, one channel, extruded aluminum post.

- Mounting: Concrete footing.
• Narrow Profile Cabinet:
  Cabinet Size: 36” (h) x 50” (w) Aluminum extrusions with end caps, coupling
  fittings, mounting fittings, and other hardware and accessories for a complete
  installation.

• Door Frame: Aluminum extrusion with U.V. and shatter resistant clear acrylic
  glazing.

• Back Frame: Steel for magnetic inserts (or) high strength, cold rolled
  aluminum alloy (map insert by Owner).

• Hinging: Top hinged with gas cylinder supports.

• Locking: Keyed security lock.

• Mounting: Mechanical mount with concealed fasteners.

  **Sign Type H:**
  Refer to Design Intent Drawings & Message Schedule for text
  and quantities.

• Fabricated Aluminum Letter with Brushed Horizontal Grain and Clear
  Anodized Finish.

• Size: 10” (h) x ½” (thk)

• Mounting: Pin mounted flush to exterior surface

**Graphic Process:**

• Letter Styles and Sizes: Nimbus Sans D Regular; Nimbus Sans D Bold;
  Nimbus Sans D Regular Condensed; Nimbus Sans D Bold Condensed; Trajan
  Regular. Refer to Drawings for sizes.

• Graphic Technique: 1st surface applied vinyl film.

• Vinyl Colors: 3M 680-75 Blue Scotchlite Reflective Vinyl Film; 3M 5000
  White Scotchlite Reflective Vinyl Film.
  Post / Panel Colors: MX-15, Satin Aluminum; MX-31, Lapis; MX-01,
  Ivory. Refer to Drawings.

• Text & Graphic Schedule: Message Schedule.

2.2. SIGN MATERIALS AND COMPONENTS

A. **Materials and Components**

• Aluminum Panels: Meeting ASTM B209, alloy EN 5052 H12, minimum
  0.05” thick.

• Aluminum Extrusions: Meeting ASTM B221, alloy 6063-T5.

• Accessories: Provide hardware and accessories for a modular attachment
  of panels to posts and complete installation.
B. Finish

- Manufacturer’s standard two-phase, high temperature cured polyester color coating as follows:
  - Primer: 2 mil thick chromium layer for optimum surface coat adhesion and weatherability.
  - Top Coat: Two-component, water-based, non-toxic, lead-free, zero emissions, high temperature cured polyester coating of 2-3 mil thick.
  - Durable Finish: Lead-free baked enamel finish to withstand severe weather conditions for years by using a two-phase, high temperature cured polyester color coating.
  - Colors: As selected from manufacturer’s standard colors.
  - Paint Finish: Provide paint finish that will withstand solvent-based removal process of potential vandalism in the form of spray paints, markers or decals that could be applied to sign surfaces.

2.3 FABRICATION

A. General: Comply with requirements indicated for materials, thickness, finishes, colors, designs, shapes, sizes and details of construction. Provide ISO 9001-certified quality control process for all manufacturing.

B. Allow for thermal movement resulting from a maximum ambient temperature change of 100 deg F (38 deg C). Design, fabricate and install assemblies to prevent buckling, opening up of joints and over-stressing of welds and fasteners.

C. Mill joints to a tight, hairline fit. Form joints exposed to the weather to exclude water penetration.

D. Preassemble signs in the shop to the greatest extent possible to minimize field assembly. Disassemble signs only as necessary for shipping and handling limitations. Clearly mark units for reassembly and installation, in a location not exposed to view after final assembly.

E. Conceal fasteners if possible; otherwise, locate fasteners to appear inconspicuous.

F. Form panels to required size and shape. Comply with requirements indicated for design, dimensions, finish, color and details of construction.

G. Coordinate dimensions and attachment methods to produce message panels with closely fitting joints. Align edges and surfaces with one another in the relationship indicated.

H. Increase material thickness or reinforce with concealed stiffeners or backing materials as required to produce surfaces without distortion, buckles, warp, or other surface deformations.
PART 3 - EXECUTION

3.1. PREPARATION

A. Perform all demolition, removal and disposal per regulatory requirements of existing signage. See: Also Exhibit ‘A’ included in these bid documents for identification of signs slated for removal.

B. Site Verification of Conditions: Verify that installation conditions are acceptable for product installation in accordance with manufacturer’s instructions. Notify IVC Assistant Director of Facilities in writing of conditions detrimental to proper and timely execution of work. Work shall not proceed until unsatisfactory conditions are corrected.

C. Review documents to identify number of units and locations of project signage.
   • Exterior sign locations shown on location plan are for reference only. Exact locations shall be field verified with IVC Assistant Director of Facilities and or, IVC Maintenance Coordinator prior to installation.
   • Contractor will identify exterior sign locations with numbered stakes that include sign type item numbers. Stakes will be placed at the leading edge of sign orientation.

3.2. INSTALLATION

A. Install signs plumb and true, at mounting depth indicated, by method shown, and in accordance with manufacturer’s recommendations.

B. Install signs at correct heights with proper orientation to pathways and structures to conform with ADAAG. See also: 1.2 D

C. All ‘H’ Style sign heights (mounted on building walls) must be pre-approved prior to installation by IVC Assistant Director of Facilities.

D. Prepare all surfaces as required and properly align, level and true, all signs flush to mounted surface. For freestanding signs, remove excess visible adhesive, and concrete residue if used.

E. Permanently install signs using concealed vandal proof, fastening methods.

F. Connect electrical signs to the stubbed power source provided by IVC Assistant Director of Facilities.

G. Provide IVC Assistant Director of Facilities with all warranty information and manufacturer’s paperwork within 10 business days from the completion of installation.

H. All proposed sign installation locations, for both ground level and building signage must be clearly marked, identified and approved by IVC Assistant Director of Facilities prior to final installation.

I. Signage will be flush with the existing grade and will require no patch material at the post. Existing adjacent material in the adjacent area must be maintained and returned as it was received.
3.3. CLEANING, PROTECTION AND REPAIR

A. Repair scratches and other damage which might have occurred during installation. Replace components where repairs were made but are still visible to the unaided eye from a distance of 10 feet.

B. Remove crating and debris from project site and leave premises in a clean condition on a daily basis. All cartons, packing materials, etc. shall be immediately removed from project site by Contractor providing such materials.

3.4. COMPLETION

A. Once installation, cleaning, protection and repair measures have been completed, perform a punch walk with IVC Assistant Director of Facilities to inspect project. Errors shall be corrected in a timely manner to the satisfaction of the Assistant Director of Facilities.

END OF SECTION
EXHIBIT ‘A’ REMOVAL / DISPOSAL OF EXISTING SIGNAGE

Irvine Valley College

Monument Style Below Grade Concrete Footing: See Page 3 for Detail

1) Lot 1 Perimeter Road
2) Lot 10 / CDC Perimeter Road
3) Bookstore / Lot 2 Perimeter Road
4) Lot 4 Perimeter Road
5) Lot 4 Perimeter Road
6) Lot 4 Perimeter Road
7) Staff Parking (Lot 1) Perimeter Road
8) Lot 2 Perimeter Road
SECTION ‘A’  REMOVAL / DISPOSAL OF EXISTING SIGNAGE

Irvine Valley College

Monument Style Below Grade Concrete Footing: See Page 4 for Detail

9) Lot 5 Perimeter Road

10) Lot 8 Perimeter Road

11) A/R Sign (IVC Dr. Entrance)

12) Lot 9 / SSC Perimeter Road

REMOVAL / DISPOSAL OF EXISTING SIGNAGE

Wooden Posts Anchored To Concrete Footings
(One Only)
NOTE: The dimensions shown in relation to the footing size in the drawing below should be considered MINIMUM dimensions for estimating purposes as some of the actual footings may vary slightly in size from this detail drawing.
Exterior Wayfinding

GENERAL NOTES:
1. Refer to Message Schedule for exact copy.
2. Refer to Layout Drawings for specific design and installation details.

KEY:
- Exterior Wayfinding Orientation
- Pedestrian Wayfinding (Sign Type F)
- Building ID (Sign Type H)

Location Number
Sign Type

Approved as noted
Approved
Revise & resubmit

Name _______________________
Date ____________

Date: 05/13/10
Scale: NTS
Drawn by: AW
Checked by: SS
Revision: 06/29/10
Revision: 08/29/10
Revision: 08/4/10
Revision: 08/19/10
Revision: 9/13/10

These drawings neither establish proprietary right of this sign, nor guarantee success of the design. Systems and all design, foundational, mechanical, civil and other systems regarding the same are expressly reserved. These drawings are not intended for use other than as a means of communicating construction requirements. Any plans and specifications for building and construction as revised and approved by Irvine Valley College and in full compliance with Irvine Valley College requirements are to be used for construction. Irvine Valley College reserves the right to amend any and all plans, specifications, or site plans, at any time, for reasons determined in its sole and absolute discretion, without prior notice. "Exterior Wayfinding" is defined as all campus signs, placards, and other vehicles of identification and identification that are outside buildings, in public spaces, or on public streets which are owned, operated, or controlled by Irvine Valley College.
These drawings involve confidential proprietary rights of ASI Sign Systems and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly reserved. These drawings are submitted under a confidential relationship for a specified purpose and the recipient, by accepting this document, assumes custody and agrees (a) that this document will not be copied or reproduced in whole or in part or its contents revealed in any manner or to any person except to meet the purpose for which it was delivered and (b) that any special features peculiar to this design will not be incorporated into other projects.

Irvine Valley College

Exterior Campus-Wide

Name ______________________
Date ____________

Approved
Approved as noted
Revise & resubmit

Project: Exterior Campus-Wide
Client: Irvine Valley College

Panel/Frame/Finial Color: MX-31, Lapis
Text Panel Color: MX-01, Ivory
Arrow Style
Accessibility Symbol Colors: Federal standard
Vinyl Text Color: 3M 680-75 Blue Scotchlite Reflective Film
Vinyl Text Color: 3M 5000 White Scotchlite Reflective Film

Graphic Standards

North Orange County Community College District

TRAJAN REGULAR per artwork provided by IVC
Specification:

Entry ID (double-sided)

Fabricated Aluminum Exterior Sign to consist of:
(1) 30’(h) x 216-1/2”(w) x 12-1/2”(t) fabricated aluminum panel - double sided
(38) 13”(h) x 1/2” (thk) Flat-Cut Dimensional Letters
(82) 5”(h) x 1/2” (thk) Flat-Cut Dimensional Letters
Panel Color: MX31, Lapis
Dimensional Letters: Flat-Cut Aluminum Letters with Horizontal Brushed Finish

Quantity: 2 Monuments

Typstyle: Trajan Regular
Attachment: (2) sets of aluminum angles on bottom of panel
Mounting/Location: (2) sets of (4) anchor bolts to existing concrete base

Note: External Ground Lighting Provided By Others

Project
Exterior Campus-Wide

Client
Irvine Valley College

These drawings involve confidential proprietary rights of ASI Sign Systems and all design, manufacturing, reproduction, use and sale rights regarding the same are expressly reserved. These drawings are submitted under a confidential relationship for a specified purpose, and the contents are to be held in confidence. The recipient agrees to maintain the confidentiality of this document and agrees (a) that this document will not be copied or reproduced in whole or in part, nor its contents revealed in any manner or to any person except to meet the purpose for which it was delivered and (b) that any special features peculiar to this design will not be incorporated into other projects.

Name  ______________________
Date ____________
Approved as noted
Revise & resubmit

Project Data
Date: 06.14.10
Scale: NTS
Drawn by: AW
Checked by: ss
Revisions: 06/29/10
09/14/10

Approval

Date: 06.14.10
Scale: NTS
Drawn by: AW
Checked by: ss
Revisions: 06/29/10
09/14/10

Name: ______________________
Date: ______________________
**Specification:**

**Vehicle Directional**

**Double Post & Panel Exterior Sign System to consist of:**

1. (1) 1 channel 60"(h) x 2-3/4"Ø round extruded aluminum post (refer to drawing) 5"(h) x 80"(w) Graphic Panel
2. (1) 60"(h) x 9-7/8"(w) trapezoid extruded aluminum post

**Graphic Panel Color:** MX01, Ivory
**Round Post Color:** MX15, Satin Aluminum
**Trapezoid Post Color:** MX15, Satin Aluminum

**Graphic Panel Imprint Color:** Refer to Drawing
**Trapezoid Post Imprint Color:** Refer to Drawing

**Quantity:** 10
**Type Style:** Refer to Drawing
**Type Size:** Refer to Drawing

**Mounting/Location:**
Direct Burial with concrete footing

**Footage size to be determined by Engineer**

**Support from aluminum post**
**Concrete base**

**Direct Burial**

**1"(thk) graphic panel**

**Overall Width = 92-5/8"**
**Panel Width = 80"**

**mx01, ivory Graphic Panel**

**Trapezoid Post Imprint Color:** Refer to Drawing

**Graphic Panel Color:** MX01, Ivory
**Round Post Color:** MX15, Satin Aluminum
**Trapezoid Post Color:** MX15, Satin Aluminum

**Graphic Panel Imprint Color:** Refer to Drawing

**Trapezoid Post Imprint Color:** Refer to Drawing

**Name _______________________
Date ____________
Approved**

**Approved as noted**
**Revise & resubmit**

**Date: 06.14.10**
**Scale: 1/16" = 1"**
**Drawn by: AW**
**Checked by: ss**
**Revisions:**
06/29/10
07/26/10
08/19/10

**B.1**
**Specification:**

**Large Vehicle Directional**

**Double Post & Panel Exterior Sign System**

To consist of:

1. 1 channel 60" (h) x 2-3/4" Ø round extruded aluminum post
2. Graphic Panel

- **Graphic Panel Color:** MX01, Ivory
- **Round Post Color:** MX15, Satin Aluminum
- **Trapezoid Post Color:** MX15, Satin Aluminum

**Graphic Panel Imprint Color:** Refer to Drawing

**Trapezoid Post Imprint Color:** Refer to Drawing

**Quantity:** 1

**Typeface:** Refer to Drawing

**Type Size:** Refer to Drawing

**Mounting/Location:**

- Direct Burial with concrete footing

- Footing size to be determined by Engineer

---

**Overall Width = 148-1/2”**

<table>
<thead>
<tr>
<th>9-7/8”</th>
<th>63”</th>
<th>2-3/4”</th>
<th>63”</th>
<th>9-7/8”</th>
</tr>
</thead>
<tbody>
<tr>
<td>A100, A200, A300, A400</td>
<td>PAC Performing Arts Center</td>
<td>CP100 Campus Police</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bookstore</td>
<td>M100 Facilities &amp; Maintenance</td>
<td>PE100/200 Fitness Complex</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BST Business Sci. &amp; Tech. Center</td>
<td>PE100/200 Fitness Complex</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Community Education/Testing Center</td>
<td>Warehouse</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kaplan International</td>
<td>30 Min. Parking - Lots 2, 4, 5, 8, 10</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Support from aluminum post**

**Concrete base**

**2-3/4” Ø**

**90 mm Ø**

**250 mm Face Width**

**1” (thk) graphic panel**

**Overall Width = 148-1/2”**

**3M 680-75 Blue Scotchlite Reflective Graphic Film**
Specification:

Parking Lot

Double Post & Panel Exterior Sign System to consist of:
(1) 1 channel 60"(h) x 2-3/4"o round extruded aluminum post
(1) 20"(h) x 20"(w) Graphic Panel
(3) 6"(h) x 20"(w) Graphic Panel
(1) 60"(h) x 6-7/8"(w) trapezoid extruded aluminum post
20"(h) Graphic Panel Color: MX31, Lapis
6"(h) Graphic Panel Color: MX01, Ivory
Round Post Color: MX11, Satin Aluminum
Trapezoid Post Color: MX15, Satin Aluminum
Graphic Panel Imprint Color: Refer to Drawing
Trapezoid Post Imprint Color: Refer to Drawing
Quantity: 20

Typestyle: Refer to Drawing
Type Size: Refer to Drawing
Mounting/Location:
Direct Burial with concrete footing
Footings to be determined by Engineer

Support from aluminum post
Concrete base

Direct Burial

2-3/4" Ø
90 mm Ø
6-7/8" Face Width
250 mm Face Width

1"(thk) graphic panel

NOTE:
Wide post position closest to street side

23/4" x 23/4"

Patching lot side

Panel Width = 20"
6-7/8"

Overall Width = 30"

Trojan Regular - 4"(h)
3M 680-75 Blue Scotchlite Reflective Graphic Film
Nimbus Sans D Regular - 14"(h)
3M 5000 White Scotchlite Reflective Graphic Film

HC Symbol - 6" high

Text - 144 pt.
Text - Bold

Text - 100 pt. = 1"

Nimbus Sans D Regular Condensed

Student / Motorcycle

Parking by Permit Only

MOTORCYCLE

Permit Required At All Times Mon - Sun
Parking In Marked Staff Stalls Only (CVC 21113a)

Staff Parking

Vehicles Parked In Stalls Marked "STAFF"
Must Have A Valid Staff Permit Displayed
No Visitors

Street Side

Parking Lot Side

Side A / Side B

Wide Post

NOTE:
Wide post position closest to street side

Client

Irvine Valley College

Project

Exterior Campus-Wide

Data

Date: 06.14.10
Scale: 3/32" = 1"
Checked by: ss
Drawn by: AW
Revisions:
06/29/10
08/19/10
09/14/10

Approval

Approved

Approved as noted

Approve & resubmit

Name __________________________

Date __________

Revisions:
06/29/10
08/19/10
09/14/10

Specification:

Parking Lot

Double Post & Panel Exterior Sign System to consist of:
(1) 1 channel 60"(h) x 2-3/4"o round extruded aluminum post
(1) 20"(h) x 20"(w) Graphic Panel
(3) 6"(h) x 20"(w) Graphic Panel
(1) 60"(h) x 6-7/8"(w) trapezoid extruded aluminum post
20"(h) Graphic Panel Color: MX31, Lapis
6"(h) Graphic Panel Color: MX01, Ivory
Round Post Color: MX11, Satin Aluminum
Trapezoid Post Color: MX15, Satin Aluminum
Graphic Panel Imprint Color: Refer to Drawing
Trapezoid Post Imprint Color: Refer to Drawing
Quantity: 20

Typestyle: Refer to Drawing
Type Size: Refer to Drawing
Mounting/Location:
Direct Burial with concrete footing
Footings to be determined by Engineer

Support from aluminum post
Concrete base

Direct Burial

2-3/4" Ø
90 mm Ø
6-7/8" Face Width
250 mm Face Width

1"(thk) graphic panel

NOTE:
Wide post position closest to street side

23/4" x 23/4"

Patching lot side

Panel Width = 20"
6-7/8"

Overall Width = 30"

Trojan Regular - 4"(h)
3M 680-75 Blue Scotchlite Reflective Graphic Film
Nimbus Sans D Regular - 14"(h)
3M 5000 White Scotchlite Reflective Graphic Film

HC Symbol - 6" high

Text - 144 pt.
Text - Bold

Text - 100 pt. = 1"

Nimbus Sans D Regular Condensed

Student / Motorcycle

Parking by Permit Only

MOTORCYCLE

Permit Required At All Times Mon - Sun
Parking In Marked Staff Stalls Only (CVC 21113a)

Staff Parking

Vehicles Parked In Stalls Marked "STAFF"
Must Have A Valid Staff Permit Displayed
No Visitors

Street Side

Parking Lot Side

Side A / Side B

Wide Post

NOTE:
Wide post position closest to street side

Client

Irvine Valley College

Project

Exterior Campus-Wide

Data

Date: 06.14.10
Scale: 3/32" = 1"
Checked by: ss
Drawn by: AW
Revisions:
06/29/10
08/19/10
09/14/10

Approval

Approved

Approved as noted

Approve & resubmit

Name __________________________

Date __________

Revisions:
06/29/10
08/19/10
09/14/10

Specification:

Parking Lot

Double Post & Panel Exterior Sign System to consist of:
(1) 1 channel 60"(h) x 2-3/4"o round extruded aluminum post
(1) 20"(h) x 20"(w) Graphic Panel
(3) 6"(h) x 20"(w) Graphic Panel
(1) 60"(h) x 6-7/8"(w) trapezoid extruded aluminum post
20"(h) Graphic Panel Color: MX31, Lapis
6"(h) Graphic Panel Color: MX01, Ivory
Round Post Color: MX11, Satin Aluminum
Trapezoid Post Color: MX15, Satin Aluminum
Graphic Panel Imprint Color: Refer to Drawing
Trapezoid Post Imprint Color: Refer to Drawing
Quantity: 20

Typestyle: Refer to Drawing
Type Size: Refer to Drawing
Mounting/Location:
Direct Burial with concrete footing
Footings to be determined by Engineer

Support from aluminum post
Concrete base

Direct Burial

2-3/4" Ø
90 mm Ø
6-7/8" Face Width
250 mm Face Width

1"(thk) graphic panel

NOTE:
Wide post position closest to street side

23/4" x 23/4"

Patching lot side

Panel Width = 20"
6-7/8"

Overall Width = 30"

Trojan Regular - 4"(h)
3M 680-75 Blue Scotchlite Reflective Graphic Film
Nimbus Sans D Regular - 14"(h)
3M 5000 White Scotchlite Reflective Graphic Film

HC Symbol - 6" high

Text - 144 pt.
Text - Bold

Text - 100 pt. = 1"

Nimbus Sans D Regular Condensed

Student / Motorcycle

Parking by Permit Only

MOTORCYCLE

Permit Required At All Times Mon - Sun
Parking In Marked Staff Stalls Only (CVC 21113a)

Staff Parking

Vehicles Parked In Stalls Marked "STAFF"
Must Have A Valid Staff Permit Displayed
No Visitors

Street Side

Parking Lot Side

Side A / Side B

Wide Post

NOTE:
Wide post position closest to street side

Client

Irvine Valley College

Project

Exterior Campus-Wide

Data

Date: 06.14.10
Scale: 3/32" = 1"
Checked by: ss
Drawn by: AW
Revisions:
06/29/10
08/19/10
09/14/10

Approval

Approved

Approved as noted

Approve & resubmit

Name __________________________

Date __________

Revisions:
06/29/10
08/19/10
09/14/10
**Specification:**

**Parking Permit Sign**

Double Post & Panel Exterior Sign System to consist of:
- (1) channel 60”(h) x 2-3/4”o round extruded aluminum post
- (1) 20”(h) x 20”(w) Graphic Panel
- (1) 5”(h) x 20”(w) Graphic Panel
- (1) 60”(h) x 6-7/8”(w) trapezoid extruded aluminum post

20”(h) Graphic Panel Color: MX31, Lapis
5”(h) Graphic Panel Color: MX01, White
Round Post Color: MX15, Satin Aluminum
Trapezoid Post Color: MX15, Satin Aluminum
Graphic Panel Imprint Color: Refer to Drawing
Trapezoid Post Imprint Color: Refer to Drawing

Quantity: 6

**Typestyle:** Refer to Drawing

**Type Size:** Refer to Drawing

**Mounting/Location:** Direct Burial with concrete footing

**Footing size to be determined by Engineer**

---

**Exterior Campus-Wide**

**Client**

Irvine Valley College

**Approval**

Date: 06.14.10

Drawn by: AW

Checked by: ss

Revisions:
06/29/10
08/10/10

**Project**

- **Date:** 06.14.10
- **Scale:** 3/32” = 1”
- **Drawn by:** AW
- **Checked by:** ss
- **Revisions:**
  - 06/29/10
  - 08/10/10

**Sign Type**

D
**Specification:**

**Pedestrian Directional**

**Post & Projecting Panel** Exterior Sign System to consist of:
(1) 102"(h) x 2-3/4"Ø round extruded aluminum post
(Refer to Drawing)

**Graphic Panel Color:** MX01, Ivory

**Round Post Color:** MX15, Satin Aluminum

**Graphic Panel Imprint Color:** Refer to Drawing

**Quantity:** 16

**Typestyle:** Refer to Drawing

**Mounting/Location:** Flange mount to concrete footing with mechanical fasteners

---

**Specification:**

**Pedestrian Directional - Center Panel**

**Post & Projecting Panel** Exterior Sign System to consist of:

(1) 16"(h) x 12"(w) portrait Inhouse updateable panel

**Center Panel Color:** MX31, Lapis

**Quantity:** 16

**Mounting/Location:** Mounting sleeve

---

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---

**Approval**

Approved

Approved as noted

Revise & resubmit

---

**Project**

**Date:** 06.14.10

**Scale:** 1/16"=1"

**Drawn by:** AW

**Checked by:** ss

**Revisions:**

06/29/10
07/27/10
08/19/10
09/13/10

---

**Sign Type**

**F**
**Specification:**

**Orientation Map**

**Double Post & Panel Exterior Sign System to consist of:**

1. 1 channel 60”(h) x 3-1/2”(w) round extruded aluminum post
2. 36”(h) x 50”(w) Graphic Panel
3. 60”(h) x 9-7/8”(w) trapezoid extruded aluminum post
4. Cabinet to hold Paper insert Map & Directory

**Graphic Panel Color:** MX01, Ivory

**Round Post Color:** MX15, Satin Aluminum

**Trapezoid Post Color:** MX15, Satin Aluminum

**Trapezoid Post Imprint Color:** Refer to Drawing

**Quantity:** 12

**Typestyle:** Refer to Drawing

**Type Size:** Refer to Drawing

**Mounting/Location:** Direct Burial with concrete footing

**Date:** 06.14.10

**Scale:** 3/32” = 1”

**Drawn by:** AW

**Checked by:** ss

**Revisions:** 06/29/10, 08/19/10, 09/13/10

---

**Irvine Valley College**

**Project:** Exterior Campus-Wide

**Client:** Irvine Valley College

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**Approval**

Approved as noted

**Review & resubmit**

---

**Project Data**

**Date:** 06.14.10

**Scale:** 3/32” = 1”

**Drawn by:** AW

**Checked by:** ss

**Revisions:** 06/29/10, 08/19/10, 09/13/10

---

**Sign Type**

**GL**
Specification:

Orientation Map

Double Post & Panel Exterior Sign System to consist of:
1) 1 channel 60" (h) x 3-1/2" Ø round extruded aluminum post
2) 36" (h) x 50" (w) Graphic Panel
3) 60" (h) x 9-7/8" (w) trapezoid extruded aluminum post

Graphic Panel Color: MX01, Ivory
Round Post Color: MX15, Satin Aluminum
Trapezoid Post Color: MX15, Satin Aluminum

Graphic Panel Imprint Color: Refer to Drawing
Trapezoid Post Imprint Color: Refer to Drawing

Quantity: 12

Typestyle: Refer to Drawing
Type Size: Refer to Drawing

Mounting/Location: Direct burial with concrete footing.
Footing size to be determined by Engineer.

Support from aluminum post
Concrete base
Direct Burial

WELCOME
Campus Map Here
Side W (Welcome)
See Location Plan for orientation

IRVINE VALLEY COLLEGE
Stop Here for Campus Map

Support from aluminum post
Concrete base
Direct Burial

Overall Width = 62-3/4"
Panel Width = 50"
9-7/8"
3-3/4"

Trapezoid Post

Gl

3-1/2" x 3-1/2"
Extruded Aluminum Post

1" (thk) graphic panel

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Approval
Approved
Approved as noted
Revise & resubmit

Name ____________________
Date ____________

Project
Exterior Campus-Wide

Client
Irvine Valley College

Date: 06.14.10
Scale: 3/32" = 1"  
Drawn by: AW
Checked by: ss
Revisions:
06/29/10
08/19/10
08/24/10
09/13/10

Sign Type
G
Specification:

Building Identification
Exterior Dimensional Letters

Construction:
10” (h) x 1/2” (thk) light weight fabricated aluminum

Color/Finish: Natural brushed aluminum, horizontal grain exterior rated, clear anodized finish

Quantity: 29 SETS

Typestyle: Nimbus Sans D Bold (very similar to existing Helvetica letterstyle)

Mounting/Location:
Pin mount with template to exterior building facade
Facade material/surface varies per building

Notes:
- See Location Plan for “general” locations
- Specific locations to be verified
- Location of “brushed aluminum” letters on brick facade preferred

Message  Quantity
A100     (2)
A200     (3)
A300     (3)
A400     (3)
B100     (3)
B200     (2)
B300     (4)
CEC 5-6 (1)
PAC       (2)
PE100    (2)
PE200    (2)
SSC       (2)

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Approved

Project

Exterior Campus-Wide

Client

Irvine Valley College
<table>
<thead>
<tr>
<th>Location</th>
<th>Sign Type</th>
<th>Permanent Message</th>
<th>Notes</th>
</tr>
</thead>
</table>
| 109      | A         | IRVINE VALLEY COLLEGE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT                                   | ENTRY ID              |
| 143      | A         | IRVINE VALLEY COLLEGE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT                                   | ENTRY ID              |
| 116      | B.1       | (side A)                                                                          | VEHICLE DIRECTIONAL   |
|          |           | ☞ A100 - A400  
Community Education / Testing Center  
Kaplan International  
SSC Student Services Center  
BST Business Sci. & Tech. Center  
LIB Library  
PAC Performing Arts Center | Lots 2-4  
Lot 4  
Lots 2-4  
Lot 10  
Lot 5  
Lots 4-5  
Lot 5 |
|          |           | (side B)                                                                          |                       |
|          |           | ☞ BST Business Sci. & Tech. Center  
LIB Library  
PAC Performing Arts Center  
CP100 Campus Police  
M100 Facilities & Maintenance  
PE100/200 Fitness Complex  
Warehouse | Lot 5  
Lots 4-5  
Lot 5  
Lot 8  
Lot 8  
Lot 8  |
| 122      | B.1       | ☞ A100 - A400  
Bookstore  
CDC Child Development Center  
Community Education/Testing Center | VEHICLE DIRECTIONAL   |
|          |           | → BST Business Sci. & Tech. Center  
PAC Performing Arts Center  
SSC Student Services Center | Lot 5  
Lot 5  
Lot 10  |
### Message Schedule For: IVC Exterior Wayfinding

<table>
<thead>
<tr>
<th>Location</th>
<th>Sign Type</th>
<th>Permanent Message</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>135</td>
<td>B.1</td>
<td>(side A)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>➔ A100 - A400</td>
<td>Lots 2-4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>➔ Bookstore</td>
<td>Lots 2-3</td>
</tr>
<tr>
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<td></td>
<td>➔ Kaplan International</td>
<td>Lots 2-4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>➔ B100 - B300</td>
<td>Lot 10</td>
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<tr>
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<td></td>
<td>➔ CDC Child Development Center</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>(side B)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>➣ A100 - A400</td>
<td>Lots 2-4</td>
</tr>
<tr>
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<td></td>
<td>➣ Bookstore</td>
<td>Lots 2-3</td>
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<td>➣ Community Education/Testing Center</td>
<td>Lot 4</td>
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<td></td>
<td>➣ Kaplan International</td>
<td>Lots 2-4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>➣ BST Business Sci. &amp; Tech. Center</td>
<td>Lot 5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>➣ PAC Performing Arts Center</td>
<td>Lot 5</td>
</tr>
</tbody>
</table>

| 144.1    | B.1       | ➔ A100 - A400                                          | Lots 2-4               |
|          |           | ➔ BST Business Sci. & Tech. Center                      | Lot 5                  |
|          |           | ➔ Community Education/Testing Center                   | Lot 4                  |
|          |           | ➔ PAC Performing Arts Center                            | Lot 5                  |
|          |           | ➔ B100 - B300                                          | Lot 10                 |
|          |           | ➔ CDC Child Development Center                         | Lot 10                 |

<p>| 144.2    | B.1       | ➔ 30 Min. Visitor Parking                              | Lots 8,10              |
|          |           | ➔ B100 - B300                                          | Lot 10                 |
|          |           | ➔ CDC Child Development Center                         | Lot 10                 |
|          |           | ➔ CP100 Campus Police                                  | Lot 8                  |
|          |           | ➔ M100 Facilities &amp; Maintenance                        | Lot 8                  |
|          |           | ➔ PE100/200 Fitness Complex                            | Lot 8                  |</p>
<table>
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<th>Sign Type</th>
<th>Permanent Message</th>
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<td>144.3</td>
<td>B.1</td>
<td>30 Min. Visitor Parking</td>
<td>Lots 8,10</td>
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<td></td>
<td>B100 - B300</td>
<td>Lot 10</td>
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<td></td>
<td></td>
<td>CDC Child Development Center</td>
<td>Lot 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CP100 Campus Police</td>
<td>Lot 8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>M100 Facilities &amp; Maintenance</td>
<td>Lot 8</td>
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<td></td>
<td></td>
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<td>← Irvine Center Drive Exit</td>
<td>VEHICLE DIRECTIONAL</td>
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<tr>
<td></td>
<td></td>
<td>→ CP100 Campus Police</td>
<td>Lot 8</td>
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<td></td>
<td>→ M100 Facilities &amp; Maintenance</td>
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<td></td>
<td>→ PE100/200 Fitness Complex</td>
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<td>→ Warehouse</td>
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<tr>
<td>152</td>
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<td>(side A)</td>
<td>VEHICLE DIRECTIONAL</td>
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<tr>
<td></td>
<td></td>
<td>→ B100 - B300</td>
<td>Lot 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>→ CDC Child Development Center</td>
<td>Lot 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>→ SSC Student Services Center</td>
<td>Lot 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>→ CP100 Campus Police</td>
<td>Lot 8</td>
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<td></td>
<td></td>
<td>→ M100 Facilities &amp; Maintenance</td>
<td>Lot 8</td>
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<tr>
<td></td>
<td></td>
<td>→ PE100/200 Fitness Complex</td>
<td>Lot 8</td>
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<td></td>
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<td>↑ A100 - A400</td>
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<tr>
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<td>↑ SSC Student Services Center</td>
<td>Lot 10</td>
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<tr>
<td>155</td>
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<td>(side A)</td>
<td>VEHICLE DIRECTIONAL</td>
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<tr>
<td></td>
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<td>→ Cafeteria Deliveries</td>
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<td>➔ SSC Student Services Center Lot 10</td>
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| 111      | B.2       | (left side)                        | VEHICLE DIRECTIONAL         |
|          |           | ➔ A100 - A400                      |                             |
|          |           | ➔ Bookstore                        |                             |
|          |           | ➔ BST Business Sci. & Tech. Center |                             |
|          |           | ➔ Community Education / Testing Center |                          |
|          |           | ➔ Kaplan International             |                             |
|          |           | ➔ SSC Student Services Center      |                             |

(right side)

PAC Performing Arts Center ➔
CP100 Campus Police ➔
M100 Facilities & Maintenance ➔
PE100/200 Fitness Complex ➔
Warehouse ➔

30 Min. Visitor Parking in Lots 2, 4, 5, 8, 10
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<p>| 118      | C         | 5a                | PARKING LOT |
|          |           |                   | C.V.C. Code Text is 1”(h) |
|          |           | Staff / Student   |       |
|          |           | Motorcycle / 30 Min. Visitor |       |
|          |           | <strong>PARKING BY PERMIT ONLY</strong> |       |
|          |           | Permit Required At All Times |       |
|          |           | Monday - Sunday   |       |
|          |           | Park Only In Marked Stalls Head In Only |       |
|          |           | C.V.C. 21113 (a)  |       |
|          |           | <strong>STAFF PARKING</strong> |       |
|          |           | Vehicles Parked In Stalls Marked “Staff” |       |
|          |           | Must Have a Valid Staff Permit Displayed, |       |
|          |           | At All Times, Monday - Sunday. |       |
|          |           | C.V.C. 21113 (a)  |       |
|          |           | (Side A &amp; B)      |       |</p>
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| 126      | C         | 4                 | PARKING LOT  
C.V.C. Code Text is 1"(h)  
Staff / Student  
Motorcycle / 30 Min. Visitor  
PARKING BY PERMIT ONLY  
Permit Required At All Times  
Monday - Sunday  
Park Only In Marked Stalls Head In Only  
C.V.C. 21113 (a)  
STAFF PARKING  
Vehicles Parked In Stalls Marked “Staff”  
Must Have a Valid Staff Permit Displayed,  
At All Times, Monday - Sunday.  
C.V.C. 21113 (a)  
(Side A & B) |
| 128      | C         | 4                 | PARKING LOT  
C.V.C. Code Text is 1"(h)  
Staff / Student  
Motorcycle / 30 Min. Visitor  
PARKING BY PERMIT ONLY  
Permit Required At All Times  
Monday - Sunday  
Park Only In Marked Stalls Head In Only  
C.V.C. 21113 (a)  
STAFF PARKING  
Vehicles Parked In Stalls Marked “Staff”  
Must Have a Valid Staff Permit Displayed,  
At All Times, Monday - Sunday.  
C.V.C. 21113 (a)  
(Side A & B) |
**Message Schedule For:**  
**IVC Exterior Wayfinding**

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| 136      | C         | 2                  | PARKING LOT  
C.V.C. Code Text is 1”(h) |
|          |           | Student / Motorcycle |
|          |           | PARKING BY PERMIT ONLY  
Permit Required At All Times  
Monday - Sunday  
Park Only In Marked Stalls Head In Only  
C.V.C. 21113 (a) |
|          |           | STAFF PARKING  
Vehicles Parked In Stalls Marked “Staff”  
Must Have a Valid Staff Permit Displayed,  
At All Times, Monday - Sunday.  
C.V.C. 21113 (a) |
|          |           | (Side A & B) |
| 139.1    | C         | 2                  | PARKING LOT  
C.V.C. Code Text is 1”(h) |
|          |           | Student / Motorcycle |
|          |           | PARKING BY PERMIT ONLY  
Permit Required At All Times  
Monday - Sunday  
Park Only In Marked Stalls Head In Only  
C.V.C. 21113 (a) |
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C.V.C. 21113 (a) |
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<p>| 150      | C         | 10()            | PARKING LOT  |
|          |           |                   | C.V.C. Code Text is 1(&quot;(h))   |
|          |           | Staff / Student   |       |
|          |           | Motorcycle        |       |
|          |           | 30 Min. Visitor   |       |
|          |           | <strong>PARKING BY PERMIT ONLY</strong> |       |
|          |           | Permit Required At All Times |       |
|          |           | Monday - Sunday   |       |
|          |           | Park Only In Marked Stalls Head In Only |       |
|          |           | C.V.C. 21113 (a)  |       |
|          |           | <strong>STAFF PARKING</strong>  |       |
|          |           | Vehicles Parked In Stalls Marked “Staff” |       |
|          |           | Must Have a Valid Staff Permit Displayed, |       |
|          |           | At All Times, Monday - Sunday. |       |
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|          |           | (Side A &amp; B)      |       |</p>
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C.V.C. Code Text is 1"(h) |
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|          |           | PARKING BY PERMIT ONLY  
Permit Required At All Times  
Monday - Sunday  
Park Only In Marked Stalls Head In Only  
C.V.C. 21113 (a) |
|          |           | STAFF PARKING  
Vehicles Parked In Stalls Marked “Staff”  
Must Have a Valid Staff Permit Displayed,  
At All Times, Monday - Sunday.  
C.V.C. 21113 (a) |
|          |           | (Side A & B)      |       |
| 157      | C         | 8a.               | PARKING LOT  
C.V.C. Code Text is 1"(h) |
|          |           | Staff / Student Motorcycle  
30 Min. Visitor |
|          |           | PARKING BY PERMIT ONLY  
Permit Required At All Times  
Monday - Sunday  
Park Only In Marked Stalls Head In Only  
C.V.C. 21113 (a) |
|          |           | STAFF PARKING  
Vehicles Parked In Stalls Marked “Staff”  
Must Have a Valid Staff Permit Displayed,  
At All Times, Monday - Sunday.  
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B100 - B300 → (E)  
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PAC Performing Arts Center → (SW)  
PE100/200 Fitness Complex → (SW)  
SSC / Cafeteria → (SW) | PEDESTRIAN DIRECTIONAL |
| 211      | F         | BST Business Sci. & Tech. Ctr. → (NW)  
Cafeteria → (SE)  
PAC Performing Arts Center → (W)  
PE100/200 Fitness Complex → (S)  
SSC Student Services Center → (E) | PEDESTRIAN DIRECTIONAL |
| 212      | F         | A300 Testing Center → (NE)  
Kaplan → (NE)  
LIB Library → (NE)  
PE100/200 Fitness Complex → (NE)  
SSC / Cafeteria → (S) | PEDESTRIAN DIRECTIONAL |
| 213      | F         | A100 - A400 → (NE)  
A300 Testing Center → (NE)  
PAC Performing Arts Center → (SW)  
PE100/200 Fitness Complex → (S)  
SSC Student Services Center → (S) | PEDESTRIAN DIRECTIONAL |
| 217      | F         | A200 → (S)  
A300 Music & Community Ed → (W)  
A300 Testing Center → (NW)  
Bookstore → (N)  
BST Business Sci. & Tech. Ctr. → (SW)  
LIB Library → (S) | PEDESTRIAN DIRECTIONAL |
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