

SUBCONTRACT AGREEMENT

Subcontract Agreement No. 11609-014

THIS AGREEMENT is made and entered into by and between **Benchmark Contractors, Inc.** hereinafter called "CONTRACTOR" and hereinafter called "SUBCONTRACTOR", to perform part of the work on the following project:

PROJECT: Blvd 6200 - North
6201 Hollywood Boulevard
Los Angeles, CA 90028
BCI Job No. 11609

OWNER: BLVD 6200 Owner North, LLC

LENDER:

ARCHITECT: Van Tilburg, Banvard & Soderbergh, Inc.

CONTRACTOR: **Benchmark Contractors, Inc.**
3330 Ocean Park Blvd.
Santa Monica, CA 90405

SUBCONTRACTOR:

Notice to the parties shall be given at the above addresses.

The work to be performed under this Subcontract Agreement (hereinafter, "this Agreement") shall be satisfactory to CONTRACTOR, Owner, and Architect, and shall be pursuant to the prime contract between the Owner and CONTRACTOR, plans, specifications, general and special conditions, and addenda, all of which said documents are hereinafter jointly referred to as the Contract Documents.

SUBCONTRACTOR acknowledges that in some instances the plans and specifications are not fully complete and some of these drawings are little more than scope documents. There is no representation that each and every detail of the total work required for each and every trade are in fact shown or noted. However, SUBCONTRACTOR has included all costs necessary to perform and furnish a complete job.

CONTRACTOR and SUBCONTRACTOR, for the considerations hereinafter named, do contract and agree as follows:

1. Scope of Work

SUBCONTRACTOR hereby agrees to furnish all labor, materials, services and equipment to perform complete all of the following work (hereinafter, "the Work"):

ELECTRICAL

2. Subcontract Price

This Agreement consists of all information shown hereon (Page 1) as well as the terms and conditions set forth on Pages 2 through 26, inclusive, plus exhibits attached, which are made a part hereof as fully as if such terms and conditions were set forth in full preceding the signatures of the parties. This Subcontract Agreement supercedes all prior negotiations, proposals, and understandings, if any, of the parties hereto, and constitutes the entire understanding of the parties with reference to the work to be performed. This Agreement shall not be modified except in writing signed by the parties.

SUBCONTRACTOR hereby expressly represents that the individual who signs this Agreement on behalf of SUBCONTRACTOR has read and understood this Agreement in its entirety, and is expressly authorized to enter into this Agreement on behalf of SUBCONTRACTOR and to bind SUBCONTRACTOR to all terms that are a part of this Agreement. It is the intent of CONTRACTOR and SUBCONTRACTOR that this paragraph is to constitute compliance with the requirements of California Civil Code Section 2309 for written authority to enter into a contract.

CONTRACTOR: **Benchmark Contractors, Inc.**
A California Corporation
California Contractor's License No.

SUBCONTRACTOR:
California Contractor's License No.

3. Insurance

SUBCONTRACTOR shall, at its own expense, maintain in effect at all times during the performance of the work under the Contract, all insurance coverages, policies and limits specified in Exhibit "D" to this Agreement.

All requirements of this section apply to SUBCONTRACTOR AND to all tiers of SUBCONTRACTOR'S SUBCONTRACTORS doing any portion of work on this Project.

Prior to SUBCONTRACTOR'S performance of ANY work on the jobsite, evidence of CURRENT proper insurance coverage, as specified herein, including the additional insured coverage specified, shall be on file at the CONTRACTOR'S office. SUBCONTRACTOR will not be allowed on the jobsite if this procedure is not followed.

4. Bond

If CONTRACTOR requires, SUBCONTRACTOR shall furnish payment and performance bonds. They shall be executed by SUBCONTRACTOR as principal and by a corporate surety company, with a "Best Rating" of A:X or better, satisfactory to CONTRACTOR and shall designate the CONTRACTOR and OWNER as obligee. The penalty of such bond shall be 100% of the agreed or estimated subcontract price hereunder. SUBCONTRACTOR agrees to obtain the express written agreement of said surety company that changes, alterations or modifications in, or deviations from, the Agreement and the Contract Documents, whether made in the manner herein provided or not, shall not release or exonerate, in whole or in part, the surety on such bond. Unless stated elsewhere in this Agreement to the contrary, the cost of said bonds is included in this Price.

5. Licenses, Taxes, Permits, Laws

SUBCONTRACTOR certifies that it is properly licensed by the applicable public agencies. Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a subcontractor may be referred to the Registrar of the Board whose address is:

CONTRACTORS STATE LICENSE BOARD
9821 Business Park Drive, Sacramento, CA 95827
Mailing Address, P. O. Box 26000, Sacramento, CA 95826

SUBCONTRACTOR shall give adequate notices to authorities concerning SUBCONTRACTOR'S Work, and shall secure all necessary permits and business license for the City where the project is located, obtain all approvals and pay all fees in connection with its work from all governmental departments having jurisdiction thereof. SUBCONTRACTOR is to obtain Fire Underwriters' Certificates where required. Copies of all licenses must be submitted to CONTRACTOR prior to commencement of work.

SUBCONTRACTOR agrees to pay all taxes assessed on materials to be furnished by him pursuant to this Agreement until the same are installed and until final acceptance of the project by Owner. CONTRACTOR may deduct from SUBCONTRACTOR, in full, the amount of any such taxes assessed to and paid by CONTRACTOR.

SUBCONTRACTOR agrees to be bound by, and at its own cost to comply with, all federal, state and local laws, ordinances, codes and regulations (hereinafter collectively referred to as "laws") applicable to SUBCONTRACTOR'S Work including, but not limited to, equal employment opportunity, minority/women's/disadvantaged business enterprise, safety and all other laws with which CONTRACTOR must comply according to the Contract Documents. SUBCONTRACTOR shall be liable to CONTRACTOR and Owner for all loss, cost and expense attributable to any acts of commission or omission by SUBCONTRACTOR, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

6. Independent Investigation by SUBCONTRACTOR

SUBCONTRACTOR certifies that it is fully familiar with all the terms of the Contract Documents, the location of the jobsite, and the conditions under which the work is to be performed and that it enters into this Agreement based upon its investigation of all such matters and is not relying on any opinions or representations of CONTRACTOR. The Contract Documents are incorporated in this Agreement by reference, and SUBCONTRACTOR and its SUBCONTRACTORS will be and are bound by the Contract Documents insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement. SUBCONTRACTOR agrees to be bound to CONTRACTOR in the same manner and to the same extent of the work provided for in this Agreement, and that where, in the Contract Documents reference is made to CONTRACTOR, and the work or specifications therein pertain to SUBCONTRACTOR'S trade, craft, or type of work, then such work or specifications shall be interpreted to apply to SUBCONTRACTOR instead of CONTRACTOR.

SUBCONTRACTOR is to notify the CONTRACTOR in writing if there are any apparent errors or omissions in the drawings or specifications. This written notice must be received by the CONTRACTOR within 10 days of SUBCONTRACTOR becoming aware of such error or omission. Should SUBCONTRACTOR fail to give written notification of such errors and omissions prior to fabrication or installation of its work, SUBCONTRACTOR shall not be compensated to rectify or modify its work caused by these errors or omissions.

Quantity estimates provided on the Construction Documents and quantity estimate sheets are for the convenience of the SUBCONTRACTOR only. Actual quantities required to complete the SUBCONTRACTOR'S scope of work described in the Construction Documents shall be the responsibility of the SUBCONTRACTOR.

7. Labor Matters

CONTRACTOR is a party to a current labor agreement with the Carpenters that may require certain SUBCONTRACTORS also to be parties to such an agreement. A SUBCONTRACTOR who performs work claimed by this union may be required to represent that both SUBCONTRACTOR and its SUBCONTRACTORS are parties to a current labor agreement with the appropriate union affiliated with the Building and Construction Trades Council of the AFL-CIO. Such SUBCONTRACTOR will require its SUBCONTRACTORS, if any, to impose identical requirements on their SUBCONTRACTORS. If the presence of SUBCONTRACTOR or its SUBCONTRACTORS or their SUBCONTRACTORS, on the job should cause a strike, picketing, union claims against CONTRACTOR, fringe benefit trust claims against CONTRACTOR or Owner, or other labor difficulties, then SUBCONTRACTOR has breached this Agreement.

SUBCONTRACTOR accepts and agrees to be bound by the procedural rules and regulations and decisions of the appropriate tribunals, specified in the appropriate labor agreements for the settlement of jurisdictional disputes, and will comply immediately with any decisions of said tribunals. SUBCONTRACTOR agrees to bind, by written contract, all of its SUBCONTRACTORS of every tier to said procedural rules and regulations and decisions of said tribunals in the same manner and to the same effect as provided herein with respect to SUBCONTRACTOR.

SUBCONTRACTOR is hereby notified that CONTRACTOR is signatory to a labor agreement which permits, in certain circumstances, the subcontracting by CONTRACTOR to non-signatory SUBCONTRACTORS in certain trades. Should there be picketing, it shall be the obligation of SUBCONTRACTOR to continue the proper performance of its work. If CONTRACTOR establishes a reserve gate for SUBCONTRACTOR'S purposes during any picketing, SUBCONTRACTOR agrees to comply with the instructions given for the entry and exit of SUBCONTRACTOR, SUBCONTRACTOR'S employees and suppliers. However, CONTRACTOR is under no obligation to establish a reserve gate system, and it shall be the obligation of SUBCONTRACTOR to continue the proper performance of its work, even if SUBCONTRACTOR'S gate or point of entry is picketed.

If SUBCONTRACTOR is listed by the administrative office of any of the fringe benefit trusts as being delinquent in payment, then CONTRACTOR may assume that the listing is correct, and that SUBCONTRACTOR has therefore breached this Agreement. CONTRACTOR may pay any amounts which CONTRACTOR believes due to such trusts, and CONTRACTOR may offset the amounts paid to the trusts against any amounts then or thereafter due to SUBCONTRACTOR. Any amounts paid by CONTRACTOR to the trusts which are not reimbursed to CONTRACTOR, by offset, shall become immediately due and owing by SUBCONTRACTOR to CONTRACTOR. CONTRACTOR, at its sole option, may issue checks for the payment of work performed under this Agreement payable jointly to SUBCONTRACTOR and the appropriate fringe benefit trusts. SUBCONTRACTOR agrees to allow CONTRACTOR or its agent to inspect, during business hours, all records relating to fringe benefit obligations.

8. Safety, OSHA, Accidents

SUBCONTRACTOR, SUBCONTRACTOR'S employees, SUBCONTRACTOR'S SUBCONTRACTORS and their employees shall comply with CONTRACTOR'S Safety Program and all applicable State and Federal safety and health standards, orders, rules or regulations. SUBCONTRACTOR shall bear full financial responsibility for compliance. Should SUBCONTRACTOR, SUBCONTRACTOR'S employees, SUBCONTRACTOR'S SUBCONTRACTORS or their employees fail to comply, within 24 hours of the time CONTRACTOR issues SUBCONTRACTOR a written notice of non-compliance, or within the time of an abatement period specified by any government agency, whichever period is shorter, then CONTRACTOR may give notice of default to SUBCONTRACTOR. In a life threatening situation, SUBCONTRACTOR shall act immediately.

CONTRACTOR'S Safety Program Manual includes these requirements, among others:

- A) All accidents shall be reported to CONTRACTOR as soon as possible, but in no event later than the day of the accident.
- B) SUBCONTRACTOR shall hold weekly safety meetings with its employees in compliance with OSHA requirements and submit a copy to CONTRACTOR'S office by Friday of each week.
- C) No alcohol or drugs, their use, or being under their influence, is allowed on the jobsite.
- D) All Material Safety Data Sheets (MSDS) will be submitted to CONTRACTOR three (3) weeks prior to the shipping of these materials to jobsite.

Failure to meet these requirements is not only considered a breach of contract (see Article 18), but may subject SUBCONTRACTOR to additional fines and penalties.

All SUBCONTRACTORS who engage in any excavation or trenching work shall contact Underground Service Alert (Dig Alert) at 800/422-4133 or 800/227-2600 at least two working days prior to commencement of any such work, and update the Dig Alert reference number as required to keep it current.

9. Shop Drawings, Submittals, As-Builts

Unless otherwise stated herein, within three (3) weeks from the date hereof, SUBCONTRACTOR agrees to submit its shop drawings and/or material lists as required, and to take any necessary action to make provision for anchorage, embedded items, etc. These shop drawings will be submitted in AutoCAD format and in a hard copy and reproducible format in a quantity as determined by the CONTRACTOR. SUBCONTRACTOR shall check all the documents, including the architectural, mechanical, electrical, landscape, civil and structural plans, and advise CONTRACTOR, in writing, if any of the items of equipment to be furnished by SUBCONTRACTOR will not enter or fit in the space provided, and/or if any special sequence of construction is necessary in order to place such equipment. SUBCONTRACTOR agrees to pay any extra cost incurred by its failure to comply with these provisions and the provisions of the related Contract Documents. SUBCONTRACTOR will be charged for any extra costs incurred by CONTRACTOR due to variances between the shop drawings and the Contract Documents or due to "or equal" substitutions by SUBCONTRACTOR, notwithstanding approvals of these items. CONTRACTOR may cancel this Agreement if SUBCONTRACTOR fails to submit shop drawings in a timely manner.

SUBCONTRACTOR agrees that shop drawing and other submittals processed by the CONTRACTOR, Architect, and/or Engineer do not become Contract Documents. The purpose of the shop drawing review is to generally verify the material quality, installed position and finish, and is intended for the SUBCONTRACTOR'S convenience in organizing its work and to permit the Architect to monitor the CONTRACTOR'S progress and understanding of the design. SUBCONTRACTOR understands that review or approval of shop drawings and/or submittals does not constitute approval for substitutions or deviations from Contract Documents. SUBCONTRACTOR must clearly identify any and all substitutions and/or deviations from Contract Documents on shop drawings and submittals. SUBCONTRACTOR must obtain written direction or approval for a substitution or deviation to the Contract Documents prior to proceeding with the work. If any substitution made by SUBCONTRACTOR is not accepted, then SUBCONTRACTOR shall provide the specified product at no additional cost and continue with diligence to complete the Subcontract without delay to the Construction Schedule.

SUBCONTRACTOR shall coordinate its work with that of other trades. Should this coordination require obtaining and review of shop drawings or submittals from other trades, it is this SUBCONTRACTOR'S responsibility to request such information from the CONTRACTOR. The SUBCONTRACTOR shall participate in the preparation of coordination drawings and schedules in areas of congestion, specifically noting and advising CONTRACTOR of any such areas of actual or potential interference. In the event that the work of any trades has to be removed, replaced, or modified or other trades must accelerate their work due to this SUBCONTRACTOR'S failure to coordinate or complete its work as required, the cost for such remedial activities will be charged to the SUBCONTRACTOR'S account in proportion to the SUBCONTRACTOR'S responsibility for such failure.

SUBCONTRACTOR agrees to maintain an up-to-date set of "as-built" drawings on the jobsite. In addition to all changes, these drawings are to reflect the exact location of underground conduits, pipes, etc. Payments will be withheld if the "as-builts" are not current or in a format not acceptable to the CONTRACTOR or Owner.

10. Jobsite Provisions

SUBCONTRACTOR shall furnish all temporary services and/or facilities necessary to perform its work. CONTRACTOR is not responsible for providing parking facilities for SUBCONTRACTOR'S employees in connection with this work, nor for any charges or expenses in connection therewith. SUBCONTRACTOR shall not erect any signs on the jobsite without prior written consent of CONTRACTOR.

CONTRACTOR shall establish principal axis lines of the building and site whereupon the SUBCONTRACTOR shall lay out and be strictly responsible for the accuracy of the SUBCONTRACTOR'S Work and for any loss or damage to CONTRACTOR or others by reason of SUBCONTRACTOR'S failure to set out or perform its work correctly.

SUBCONTRACTOR shall deposit into CONTRACTOR'S waste containers, sorted if required and as often as required to maintain a safe and clean work area, all rubbish and surplus material which may accumulate from the prosecution of the work covered by this Agreement. Should SUBCONTRACTOR fail to comply, then CONTRACTOR may cause the same to be deposited and charge the expense to SUBCONTRACTOR, and offset such expense against amounts due to SUBCONTRACTOR. All work performed by the SUBCONTRACTOR shall be left in new condition, "broom-clean" or dust-free."

SUBCONTRACTOR shall provide flagmen and traffic control, comply with AQMD Rule 403, and shall obtain approval for traffic control plans and haul routes, as required from agencies having jurisdiction.

SUBCONTRACTOR shall provide all hoisting and scaffolding required for its work.

Where appropriate, the SUBCONTRACTOR has the responsibility to field measure the areas of its work and fabricate its material accordingly.

SUBCONTRACTOR is responsible for all materials until final installation and acceptance by Owner. Any loss due to theft or breakage prior to acceptance by Owner shall be replaced by SUBCONTRACTOR at no additional cost to the CONTRACTOR.

Customer service warranty and all pick up work are the contractual responsibility of the SUBCONTRACTOR, and will be completed in a timely, professional manner.

A daily labor and equipment report shall be submitted to CONTRACTOR, quantifying personnel such as superintendents, foremen, trades people, sub-subcontractor personnel and equipment (excluding hand tools). This report will also identify the areas of activity for the reported day.

SUBCONTRACTOR'S field representative shall meet as required with the Contractor at the site to discuss scheduling, coordination, shop drawings, progress, safety, and general job conditions.

Construction water, and electricity for small hand tools, shall be provided at the jobsite by CONTRACTOR at no cost to the SUBCONTRACTOR. SUBCONTRACTOR shall provide necessary hoses, water trucks, task lighting and extension cords from the source provided to perform its work. Drinking water will be supplied and distributed by each SUBCONTRACTOR.

Smoking, eating or drinking will not be allowed in the building unless there is a place designated by the CONTRACTOR'S Superintendent.

SUBCONTRACTOR is to schedule and coordinate all inspections for its work, and give CONTRACTOR'S Superintendent 24 hours' notice of scheduled inspections.

SUBCONTRACTOR will take special care in the execution of its work. Should SUBCONTRACTOR damage any surfaces or finishes, it will bear the costs for all touch-up and repairs.

If SUBCONTRACTOR utilizes any of CONTRACTOR'S equipment or facilities in connection with the work, whether furnished with or without charge, SUBCONTRACTOR assumes responsibility for such equipment and facilities. SUBCONTRACTOR agrees to hold CONTRACTOR harmless from any claims or damages resulting from the use of same, whether damages result to said equipment or facilities, the employees or property of SUBCONTRACTOR, or to the person or property of others. SUBCONTRACTOR accepts such equipment or facilities of CONTRACTOR upon its own examination as to the condition thereof, and "as is". Except to the extent expressly provided in writing to the contrary, SUBCONTRACTOR shall pay CONTRACTOR a reasonable rental for the use of any of CONTRACTOR'S equipment or facilities.

SUBCONTRACTOR agrees to keep a superintendent acceptable to CONTRACTOR at the jobsite during all times that its work is in progress, and the superintendent shall be authorized to represent the SUBCONTRACTOR as to all phases of the work. If the superintendent designated by SUBCONTRACTOR is unacceptable to CONTRACTOR, the SUBCONTRACTOR agrees to appoint another representative who meets the approval of CONTRACTOR.

SUBCONTRACTOR is aware that the applicable governmental agencies having jurisdiction may have set working hours. All work performed by this SUBCONTRACTOR shall occur only during the set working hours.

SUBCONTRACTOR to ensure that all trucks, vehicles, etc. used for SUBCONTRACTOR'S work are free and clean of mud or debris prior to exiting jobsite onto public streets. Scope includes street clean/wash down, as required on a daily basis. Street cleaning and/or repairs undertaken by the CONTRACTOR in connection with damage to and/or debris left in the streets resulting from SUBCONTRACTOR'S work will be charged to the SUBCONTRACTOR.

If CONTRACTOR determines that space is available onsite for SUBCONTRACTOR'S temporary offices or trailers, the CONTRACTOR must approve the size and location of these temporary facilities before they are brought to the jobsite. If temporary offices or trailers are subject to relocation or removal at the direction of the CONTRACTOR, SUBCONTRACTOR is responsible for all costs related to the relocation or removal, as well as the utility service for their respective offices/trailers.

SUBCONTRACTOR storage will be determined and assigned by the CONTRACTOR based on the needs of the Project. SUBCONTRACTOR will provide all storage facilities required to secure and protect their stored materials. A representative of the SUBCONTRACTOR shall be present to receive all deliveries. SUBCONTRACTOR to provide all equipment necessary to receive deliveries. Use of CONTRACTOR'S equipment and labor is not allowed without prior consent of the Project Superintendent. Loading and unloading of material onsite must be approved by and coordinated with the CONTRACTOR.

All SUBCONTRACTORS are required to provide their own Fire Extinguishers and/or Protection for specific work activities such as welding, cutting, etc. in addition to what is already provided.

SUBCONTRACTOR shall provide all special barricades as required to perform its work. If the SUBCONTRACTOR requires removal, modifications, or relocation of the CONTRACTOR'S barricades or fencing, such changes will be made at SUBCONTRACTOR'S expense and only with the prior consent of CONTRACTOR. At a minimum, all barricades and fences must be secure and safe at the end of each workday and to the satisfaction of CONTRACTOR. If the SUBCONTRACTOR fails to promptly replace same, the CONTRACTOR may do the replacement and charge the SUBCONTRACTOR for all costs involved.

All move-ins to complete the Work, unless specifically stated otherwise, are included.

11. Extras, Credits, Modifications

Except as otherwise provided herein, SUBCONTRACTOR shall make no changes and shall be responsible for all deviations from the Contract Documents that it may make or cause. SUBCONTRACTOR shall cause all work to conform strictly to the Contract Documents unless a written authorization by CONTRACTOR shall be given, setting forth, in detail, what changes shall be made.

Except as expressly provided in this Agreement to the contrary, all labor and/or materials furnished by SUBCONTRACTOR shall be deemed to be included within the contract price stated herein. CONTRACTOR may, at any time, order extra Work, as well as deviations or omissions from the Contract Documents. This shall not void the Agreement. SUBCONTRACTOR shall perform in accordance with such order and the Subcontract price shall be adjusted equitably. The parties shall agree promptly in writing to the amount to be added to, or deducted from, the contract price.

If SUBCONTRACTOR claims extra compensation for any reason, such claim shall be made in writing to CONTRACTOR. It shall include a specific statement of the nature and basis for such claim, together with an itemized breakdown of the extra compensation claimed. Such notice shall be given within five (5) days of the occurrence of the event which caused the claim. If SUBCONTRACTOR is unable to furnish the itemized breakdown of additional compensation claimed within the time prescribed, SUBCONTRACTOR will furnish written notice of such claim within the time prescribed and will furnish an itemized breakdown as soon thereafter as SUBCONTRACTOR is reasonably able to do so, but in no event later than 30 days. CONTRACTOR will not be required to recognize any claim not made as prescribed herein.

In the event SUBCONTRACTOR seeks extra compensation, this request shall consist of an itemized cost estimate outlining the change in the Work and detailed documentation justifying any proposed change in time. Costs reflected for material and labor should be actual amounts paid by SUBCONTRACTOR. In addition to the actual direct costs, SUBCONTRACTOR shall be reimbursed for Overhead (including all small tools, etc.) and Fee. The total amount for both Overhead and Fee shall not exceed fifteen percent (15%) or what is allowed in the Prime Contract.

If any work or materials are to be furnished by SUBCONTRACTOR under time and material orders, or under change orders for which no agreed written adjustment has been made to the Subcontract price, then SUBCONTRACTOR shall submit to the Project Superintendent each day a daily work report for approval. The daily report shall show the names and quantities of workers, including foremen, if any, employed on such work, excluding all other supervisory employees, whose compensation shall not be considered an element of cost hereunder. The report shall show the actual number of hours employed on such work, the character of the work that each person is doing, the wage rate paid or to be paid, and the total amount paid or to be paid. In addition to rendering these daily work reports, SUBCONTRACTOR shall, when any item of work has been completed, render an itemized statement to CONTRACTOR showing the total amount expended for each class of labor and each kind of material. Compensation for additional SUBCONTRACTOR'S overhead and profit shall be included only if agreed upon in writing prior to the commencement of the work. All unit prices shall include direct labor, payroll taxes, fringe benefits, union costs, small tools, equipment, general overhead and profit.

In the event of a pending change order instituted by CONTRACTOR or Owner:

- A) CONTRACTOR will send out a "Potential Change Order" (PCO) or other similar request to all concerned SUBCONTRACTORS.
- B) Within ten (10) days, the PCO will be returned to CONTRACTOR with a complete cost breakdown. If the PCO does not apply to a particular SUBCONTRACTOR for that particular change, it shall submit a letter so stating. If the PCO is not returned within ten (10) days, a cost will be determined by CONTRACTOR.
- C) CONTRACTOR will submit a Change Order Request to the Owner, if appropriate, when all PCOs have been returned to CONTRACTOR.
- D) Upon receipt of the Change Order from Owner, Change Orders will be issued to the SUBCONTRACTORS involved.
- E) If a particular change does not involve the Owner, CONTRACTOR will review the PCO and, if approved, issue a Change Order to the SUBCONTRACTOR.

12. Payment and Lien Releases

Within 15 days of the date of execution of this Agreement, SUBCONTRACTOR shall provide a schedule of values for its work, in a form satisfactory to CONTRACTOR, Architect and Owner, dividing the work into components for billing purposes.

Prior to each billing, SUBCONTRACTOR will have the Project Superintendent approve the percentage completed (or in the case of a unit price contract, the quantities completed), in writing. One copy of this approval will accompany the billing. Failure to follow this procedure will delay payment.

After CONTRACTOR has approved the payment request and determined that SUBCONTRACTOR has complied with all of CONTRACTOR'S monthly progress payment requirements, and provided that Owner shall have made payment to CONTRACTOR for SUBCONTRACTOR'S Work, CONTRACTOR shall pay SUBCONTRACTOR ninety percent (90%) of the amount shown to have been earned by SUBCONTRACTOR. It is the intent of the parties that receipt by the CONTRACTOR from the Owner of funds for work performed by SUBCONTRACTOR shall be a condition precedent to each payment to be made to the SUBCONTRACTOR pursuant to the provisions of this section. CONTRACTOR and SUBCONTRACTOR execute this Agreement in sole reliance on the credit and financial resources of the Owner.

The balance retained shall become due and payable from CONTRACTOR to SUBCONTRACTOR within 10 days after receipt of funds by CONTRACTOR from Owner, provided SUBCONTRACTOR has submitted: 1) Conditional full and final lien release of SUBCONTRACTOR and any other sub-SUBCONTRACTORS who have performed work on the project, 2) Unconditional lien releases for all prior payments received, 3) Warranty, 4) As-builts, 5) Union "clearance" letter, if appropriate, 6) City Business License, 7) Operation and Maintenance Manuals, 8) Prevailing Wage Documentation, if appropriate and 9) other information as may be set forth elsewhere in this Agreement.

SUBCONTRACTOR agrees to turn over the work to CONTRACTOR free and clear of all claims, encumbrances, and liens, including, but not limited to, those for taxes, labor, fringe benefits and/or materials. If CONTRACTOR has reason to believe that labor, material or other obligations incurred in the performance of SUBCONTRACTOR'S Work are not being paid, then CONTRACTOR shall give notice to the SUBCONTRACTOR and may take any steps deemed necessary to ensure that any progress payment shall be utilized to pay such obligations. Upon receipt of said notice, SUBCONTRACTOR shall:

- A) Supply evidence to the satisfaction of CONTRACTOR that the monies owing to the claimant have been paid, or
- B) Post a bond indemnifying Owner, CONTRACTOR, CONTRACTOR'S surety, and the premises from such claim or lien.

If SUBCONTRACTOR fails to furnish (A) or (B) above, then CONTRACTOR shall have the right to satisfy said claim, and to retain out of any payments due or to become due to SUBCONTRACTOR a reasonable amount to protect CONTRACTOR from any loss, damage or expense, including attorneys' fees, arising out of or relating to any such claim or lien, until the claim or lien has been satisfied by SUBCONTRACTOR.

It is understood and agreed that the full and faithful performance of the Subcontract Agreement (including this section), is a condition precedent to SUBCONTRACTOR'S right to receive payment for the work performed. Accordingly, any monies paid by CONTRACTOR to SUBCONTRACTOR under this Agreement shall be impressed with a trust in favor of the taxing authorities and of labor and material suppliers who have served SUBCONTRACTOR in connection with the work.

In case suit to establish a lien is brought by any person, firm or corporation by reason of any act or omission of SUBCONTRACTOR, and SUBCONTRACTOR wishes to oppose such suit, then it may do so at its own cost and expense (including attorneys' fees) provided that it shall first give bond or otherwise secure the property to the satisfaction of the CONTRACTOR against any such liens as may be established in court.

CONTRACTOR agrees, in consideration of the full and complete performance of the work by SUBCONTRACTOR in accordance with the terms and provisions hereof, to pay or cause to be paid to SUBCONTRACTOR the Subcontract Sum. SUBCONTRACTOR understands that all payments to SUBCONTRACTOR will be made only from a special fund and a specific source, namely, from payments made by Owner from time to time to CONTRACTOR with respect to the work performed by SUBCONTRACTOR. No payment, whether a progress or final payment, will be made to SUBCONTRACTOR until that fund comes into existence. The timing of CONTRACTOR'S payment to SUBCONTRACTOR shall be conditioned upon CONTRACTOR'S having first been paid by the Owner for the work performed by SUBCONTRACTOR and CONTRACTOR shall make payments to SUBCONTRACTOR within ten (10) days after receipt by CONTRACTOR of payment from the Owner for the work of SUBCONTRACTOR for which payment has been made.

SUBCONTRACTOR expressly agrees that CONTRACTOR shall have a reasonable amount of time to collect sums from Owner for the work performed by SUBCONTRACTOR and SUBCONTRACTOR agrees that such reasonable amount of time shall be not less than six (6) months from when payment was otherwise due. In the event that CONTRACTOR has initiated litigation or arbitration against the Owner with regard to work performed by SUBCONTRACTOR and sums owing therefore, CONTRACTOR'S obligation to pay SUBCONTRACTOR shall be deferred until 30 days following the conclusion of such litigation or arbitration.

If CONTRACTOR has provided payment or performance bonds or a combination of payment and performance bonds, the obligations of CONTRACTOR and its surety to make payment (whether a progress payment or final payment) pursuant to such bonds are similarly subject to the conditions and timing set forth above.

13. Commencement and Prosecution of Work, Delays, Damages

Time is of the essence in this Agreement. SUBCONTRACTOR shall provide CONTRACTOR with any requested scheduling information for SUBCONTRACTOR'S Work. SUBCONTRACTOR agrees to commence work within 24 hours after receipt of notice to proceed from CONTRACTOR, and to prosecute its work with all diligence and efficiency, in accordance with CONTRACTOR'S time schedule, and without delaying or interfering with other branches of work. Should SUBCONTRACTOR fall behind CONTRACTOR'S schedule, all extra costs required to catch up shall be at SUBCONTRACTOR'S expense.

If the progress of SUBCONTRACTOR'S Work is substantially delayed without the fault or responsibility of SUBCONTRACTOR, then the time for SUBCONTRACTOR'S Work shall be extended by Change Order to the extent obtained by CONTRACTOR under the Contract Documents, and the Schedule of Work shall be revised accordingly. SUBCONTRACTOR will notify CONTRACTOR within three (3) days of the onset of any delay affecting SUBCONTRACTOR'S Work.

It is expressly understood and agreed that the scheduling and sequence of the work is an exclusive right of the CONTRACTOR and the CONTRACTOR reserves such right to reasonably reschedule and re-sequence SUBCONTRACTOR'S Work from time to time as the demands of the project require without any additional cost or expense to be paid to SUBCONTRACTOR.

CONTRACTOR, if it deems necessary, may accelerate SUBCONTRACTOR'S Work by directing SUBCONTRACTOR to work overtime and if so instructed, SUBCONTRACTOR will work said overtime and CONTRACTOR will pay SUBCONTRACTOR for the actual proved incremental portion of such wages paid at rates which have been approved by the CONTRACTOR.

CONTRACTOR shall not be liable to SUBCONTRACTOR for any damages or additional compensation as a consequence of delays or interference caused by any person not a party to this Agreement, unless CONTRACTOR has first recovered the same on behalf of SUBCONTRACTOR from said person. It is understood and agreed by SUBCONTRACTOR that, apart from recovery from said person, SUBCONTRACTOR'S sole and exclusive remedy for delay of or interference with SUBCONTRACTOR'S Work shall be an extension in the time for performance of SUBCONTRACTOR'S Work.

If the Contract Documents provide for liquidated or other damages for delay beyond the completion date set forth in the Contract Documents, and such damages are assessed, then the CONTRACTOR may assess same against SUBCONTRACTOR in proportion to SUBCONTRACTOR'S share of the responsibility for such delay. However, the amount of such assessment shall not exceed the amount assessed against CONTRACTOR.

14. Acceptance, Inspection, Replacement

When SUBCONTRACTOR'S Work is applied to, or performed in conjunction with, work by others, SUBCONTRACTOR agrees not to commence such work until and unless all such related, adjacent or dependent work, services, utilities and/or materials are acceptable to it. By its commencement of work, SUBCONTRACTOR acknowledges that all said related, adjacent or dependent work, services, utilities and/or materials are acceptable to it, and waives any and all claims for damages and/or extras arising therefrom.

SUBCONTRACTOR shall furnish to CONTRACTOR, Owner and Architect ample facilities at all times for inspecting materials at the site, at the shops, or any place where materials intended to be utilized pursuant to this Agreement may be in preparation. SUBCONTRACTOR shall furnish to CONTRACTOR, as often as CONTRACTOR may require, full reports of the progress of such work. Reports shall be in such detail as may be required by CONTRACTOR.

The cost of any reinspection and/or retesting by any person having the right to make reinspection, whether by law or otherwise, shall be borne by SUBCONTRACTOR if such reinspection and/or retesting was made necessary by failure of SUBCONTRACTOR to perform the work in accordance with the Contract Documents.

SUBCONTRACTOR agrees to repair or replace promptly any or all defects in workmanship or material furnished by SUBCONTRACTOR, together with any other related, adjacent or dependent work, which may be displaced or damaged in so doing, and to be responsible for any other damages, starting no more than 24 hours after notice by CONTRACTOR of any such defect or damage. If SUBCONTRACTOR fails to comply, CONTRACTOR may proceed to have the work done at the expense of SUBCONTRACTOR. CONTRACTOR may offset the same against any amounts then or thereafter to become due to SUBCONTRACTOR, or bill SUBCONTRACTOR if SUBCONTRACTOR has been fully paid.

Quality control of subtrade work is the responsibility of the SUBCONTRACTOR. If the SUBCONTRACTOR fails to provide quality control or fails to cure its deficiencies after a 24 hour written notice, the CONTRACTOR will provide quality control of the SUBCONTRACTOR'S trade work on the SUBCONTRACTOR'S behalf. The cost of this quality control will be deducted from the SUBCONTRACTOR'S contract, or paid by SUBCONTRACTOR to CONTRACTOR if there is no contract balance remaining.

15. Hold Harmless

To the fullest extent permitted by law, SUBCONTRACTOR hereby agrees to indemnify and hold CONTRACTOR harmless from any and all claims, demands, liabilities, judgments, liens, encumbrances, costs and expenses (including attorneys' fees) whether or not they are well founded arising out of or in connection with the obligations herein made and undertaken by SUBCONTRACTOR, or the operations and work conducted by SUBCONTRACTOR. They shall include, but not be limited to: (A) Those with respect to performance of obligations imposed by law, royalties or patents, for public liability, property damage, injury or death of persons, and (B) those against CONTRACTOR by reason of or in connection with any breach by SUBCONTRACTOR concerning work to be performed, including but not limited to product quality and performance. This indemnity agreement shall apply without regard to whether or

not CONTRACTOR is actively or passively negligent in respect to the claim, demand, loss or liability. If requested by CONTRACTOR, SUBCONTRACTOR will undertake to provide the defense of any such actions at law, and will employ counsel satisfactory to CONTRACTOR for that purpose. CONTRACTOR may defend such actions at SUBCONTRACTOR'S expense, and SUBCONTRACTOR shall pay upon demand and/or CONTRACTOR may offset the same against any amounts then or thereafter to become due to SUBCONTRACTOR. CONTRACTOR agrees to cooperate with SUBCONTRACTOR in connection with the defense of any such actions. SUBCONTRACTOR will not provide indemnity against liability or loss caused by the sole negligence or sole willful misconduct of CONTRACTOR. This indemnity agreement shall be interpreted so as to comply with and be enforceable under California Civil Code Section 2782f.

16. Warranty

SUBCONTRACTOR shall remove, replace and/or repair, at its own expense, any faulty, defective or improper work, materials or equipment discovered within one (1) year from the date of the Notice of Completion of the Project as a whole or for such longer period as may be provided in the Contract Documents or by statutory limitations. Without limitation by the foregoing, SUBCONTRACTOR shall pay for all damage to the Project resulting from defects in its Work and all costs and expenses necessary to correct, remove, replace and/or repair the Work and any other work or property which may be damaged in correcting, removing, replacing or repairing the Work. SUBCONTRACTOR will rectify any loss or damage sustained because of a breach of contract by SUBCONTRACTOR, even if the loss or damage is discovered after more than one year. Prior to final payment, SUBCONTRACTOR shall submit to CONTRACTOR a warranty on CONTRACTOR'S form.

17. Arbitration, Dispute Resolution

If the prime Contract Documents contain a claims procedure or other provision for the determination of claims or disputes, SUBCONTRACTOR will be bound by such provision. If a dispute arises between CONTRACTOR and Owner that is related to the performance of SUBCONTRACTOR, then SUBCONTRACTOR, at its expense, will furnish all documents, testimony, witnesses and attorney fees that may be necessary to sustain or defend SUBCONTRACTOR'S performance. If permitted by the Contract Documents or by the arbitrator or other decider, SUBCONTRACTOR will become a party to the proceedings and will be bound by the award or decision. If SUBCONTRACTOR is not permitted to become a party in its own name, it shall sustain or defend its performance in the name of the CONTRACTOR. If SUBCONTRACTOR fails or refuses to defend its position, SUBCONTRACTOR will still be bound by the decision or award, and by any compromise or settlement that may be agreed to between Owner and the CONTRACTOR in good faith.

If any dispute that is not covered by the preceding subparagraph arises regarding the work required under this Subcontract, or regarding the rights and obligations of SUBCONTRACTOR under the terms of this Agreement or the Contract Documents, or if any dispute arises between two or more SUBCONTRACTORS regarding the Contract Documents or the work to be performed on this project, such dispute shall be subject to arbitration.

Arbitration shall be in accordance with the Construction Industry Rules of the American Arbitration Association in effect at the time the arbitration is held, and a judgment shall be entered on the award. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented by the parties who do appear. The arbitrator will award to the prevailing party or parties actual attorneys' fees, interest, and such other sums as he shall deem proper for the time, expense, and trouble of arbitration. The arbitrator is also authorized to make an award in favor of one SUBCONTRACTOR and against another.

18. Default, Breach of Contract

In the event (A) SUBCONTRACTOR is, or in CONTRACTOR'S sole discretion appears to be unable to complete the work on schedule or in the manner called for; or (B) SUBCONTRACTOR is unable or fails for any reason to perform fully any and all of the agreements herein contained; or (C) any of the warranties given by SUBCONTRACTOR are breached; or (D) SUBCONTRACTOR is adjudged bankrupt or becomes insolvent or takes advantage of state or federal insolvency laws; or (E) SUBCONTRACTOR fails, refuses or neglects to supply a sufficient number of properly skilled workers, or a sufficient quantity of materials of proper quality; or (F) fails to correct a safety deficiency; or (G) otherwise fails in any respect to prosecute the work covered by this Subcontract Agreement with promptness or diligence, then CONTRACTOR may, at its option (i) withhold payment for work performed on this project or payment of any other obligation of CONTRACTOR to SUBCONTRACTOR until there has been a compliance with the terms hereof; and/or (ii) after giving a 24 hour notice to SUBCONTRACTOR, take over the work of SUBCONTRACTOR (subject to reinstatement thereof if CONTRACTOR so elects) and provide any labor and materials as, in CONTRACTOR'S sole discretion, may be needed to complete all or any portion of the work of SUBCONTRACTOR hereunder; or (iii) terminate SUBCONTRACTOR'S performance under this Agreement.

In the event of either taking over under subsection (ii) above, or a termination under subsection (iii) above, CONTRACTOR shall have the right to enter upon the premises and take possession of all materials thereon, for the purpose of completing SUBCONTRACTOR'S work hereunder, and CONTRACTOR may employ any other person or persons to complete the work and furnish the materials therefore. CONTRACTOR shall have a lien upon such materials, to secure the payment by SUBCONTRACTOR of any amounts which may then or thereafter become due from SUBCONTRACTOR to CONTRACTOR pursuant to the provisions of this Agreement. SUBCONTRACTOR shall cooperate with CONTRACTOR to facilitate an orderly transition.

If CONTRACTOR, by reason of default on the part of SUBCONTRACTOR, suffers any expense, then SUBCONTRACTOR agrees to reimburse CONTRACTOR for such expense. This expense may be caused by damages (actual or liquidated), penalties, costs of effecting compliance with Contract Documents, attorneys' fees, loss of profits by CONTRACTOR, or other causes not listed here. Damages may be evidenced by CONTRACTOR'S out-of-pocket expenditures, or by refunds, adjustments, reductions in contract price, or other offsets against monies otherwise due CONTRACTOR under Contract Documents.

If SUBCONTRACTOR is unable or unwilling to pay CONTRACTOR, then CONTRACTOR shall have the right to retain the amounts out of any payments due or to become due to the SUBCONTRACTOR from this or any other Agreement between CONTRACTOR or other Morley Builder's entity and SUBCONTRACTOR.

19. Termination Without Cause

In addition to CONTRACTOR'S other rights hereunder, CONTRACTOR reserves the right to terminate this Subcontract Agreement without cause, by written notice to SUBCONTRACTOR. In the event of such termination without cause, SUBCONTRACTOR shall be entitled only to payment as follows: (A) For the out-of-pocket cost of the work actually completed; (B) for other out-of-pocket costs actually incurred by SUBCONTRACTOR pursuant hereto, and after the execution of this Subcontract Agreement, and (C) 10% of the costs specified in subsections (A) and (B) above, to cover overhead and profit. There shall be deducted from such sums the amount of any payments made to SUBCONTRACTOR prior to the effective date of such termination.

SUBCONTRACTOR shall not be entitled to any claim or lien against CONTRACTOR or Owner for additional compensation or damages in the event of such termination. In the event of any termination by CONTRACTOR under the other provisions of this Subcontract Agreement, and a determination that CONTRACTOR did not have a right to so terminate, then such termination shall automatically be deemed to have been undertaken by CONTRACTOR pursuant to the provisions of this Section as of the date of the purported termination under another provision hereof. SUBCONTRACTOR'S rights in such event shall be limited to those provided for the benefit of SUBCONTRACTOR in this Section.

20. Miscellaneous Provisions

All rights and remedies of CONTRACTOR hereunder are cumulative and in addition to those existing at law or in equity, and the exercise of any one or more thereof by CONTRACTOR shall not be construed to constitute a waiver of any others. Waiver by CONTRACTOR of any breach or default on the part of SUBCONTRACTOR shall not be construed to constitute a waiver of any other breach or default on the part of SUBCONTRACTOR.

This Agreement shall inure to the benefit of, and shall be binding upon the assigns of CONTRACTOR. SUBCONTRACTOR shall not subcontract, assign or transfer this Agreement, or any other part thereof, without the written consent of CONTRACTOR. The provisions of this Agreement shall apply to SUBCONTRACTOR under any change of name or association or joint venture, including any person who may have been a principal financially associated with SUBCONTRACTOR.

All notices which either CONTRACTOR or SUBCONTRACTOR may be required or desire to serve upon the other pursuant to this Agreement, shall be in writing and shall be deemed given (except as otherwise expressly herein provided) when deposited, postage prepaid, in a receptacle authorized by the United States Postal Service or by fax, addressed as shown on Page One.

If the General Contract for the project is not awarded to CONTRACTOR, or if an award is revoked or the project abandoned, this Agreement shall be null and void from the beginning.

This Agreement shall not be effective for any purpose, and SUBCONTRACTOR is not authorized to perform any of the work hereunder, until this contract has been executed by both parties. If SUBCONTRACTOR fails to return an executed copy of this Agreement to CONTRACTOR within ten (10) days after the date shown hereon, CONTRACTOR may terminate any and all rights of SUBCONTRACTOR to perform the work herein. CONTRACTOR shall have the right, at its own option, to enter into an agreement with another SUBCONTRACTOR for the performance of the said work, or any portion thereof, or to perform such work itself, without prejudice to CONTRACTOR'S right to recover any damages suffered by reason of SUBCONTRACTOR'S failure to execute this Agreement.

Acceptance of Agreement: SUBCONTRACTOR'S commencement of the Work, including the ordering of materials, shall be deemed an effective mode of acceptance of this Agreement. Any acceptance of this Agreement is limited to acceptance of the express terms contained in the Agreement and these attached terms.

In the event CONTRACTOR incurs any cost or expense due to the failure of the SUBCONTRACTOR to comply with any of the terms or provisions included herein, SUBCONTRACTOR agrees to directly reimburse CONTRACTOR for the actual cost or expense as called for above, attorneys' fees, plus a 15% administrative charge.

21. Inclusions, Exclusions, Special Conditions:

This Agreement is also based on the following general clauses, inclusions, exclusions, alternates, addenda and exhibits.

A. ENUMERATION OF CONTRACT DOCUMENTS

This Subcontract Agreement includes the following documents:

01. Exhibit "A." - List of Documents
02. Exhibit "B" - Project Brochure
03. Exhibit "C" - Safety Requirements
04. Exhibit "D" - Insurance Requirements and Procedures
05. Exhibit "E." - Project Schedule
06. Exhibit "F" - Site Logistics and Haul Route
07. Exhibit "G" - MEP Coordination
08. Exhibit "H" - Owner Close-Out Requirements
09. Exhibit "I" - Project Performance and Liquidated Damages
10. Exhibit "J" - Additional Bond Information

B. GENERAL CLAUSES (These are additions and/or clarifications to Pages 1 through 8 of the Subcontract Agreement.)

1. This is intended to be a lump sum SUBCONTRACT AGREEMENT. Therefore, SUBCONTRACTOR includes any and all materials, labor, equipment, and cost escalation necessary to complete the work in accordance with the contract documents. SUBCONTRACTOR includes, but is not limited to, the following list of items. This list is for clarification only and not intended to be "all-inclusive".

2. ARTICLE No. 3 - "Insurance" - Add the following paragraph:

a. Refer to Exhibit "D", General Liability Owner-Controlled Insurance Program (OCIP), for project insurance requirement information. All Subcontractors and their subcontractors of any tier will be required to enroll in the Owner-Controlled Insurance Program (OCIP). SUBCONTRACTOR is still required to provide insurance coverage for those areas not covered by the OCIP, such as Worker's Compensation & Employer's Liability Insurance, E and O, Auto, etc.

3. ARTICLE No. 4 - "BOND" - Add the following paragraph:

a. SUBCONTRACTOR to provide payment and performance BOND for all scope of work included, unless specifically noted otherwise.

4. ARTICLE No. 8 - "Safety, OSHA, Accidents" - Add the following paragraph:

a. SUBCONTRACTOR to conform to the following code requirement: California Code of Regulations Article 3, Section 1509, Par. (a-e) and Article 110, Section 5194 requires that every employer participating on this project must have on file at the jobsite prior to commencing work the following: (1) Code of Safe Practices, and (2) Job Specific Safety Program. Provide a copy to the job office to ensure compliance and to maintain a ready reference prior to starting work on-site.

b. SAFETY IS OF UTMOST IMPORTANCE! SUBCONTRACTOR to report any injuries, unsafe working conditions or damage to the jobsite to the Jobsite Superintendent immediately. SUBCONTRACTOR to comply with all Federal and state regulations with respect to safety procedures.

c. SUBCONTRACTOR shall cooperate fully with CONTRACTOR's Subcontractor Drug Testing Policy (see Exhibit "C"). Proper forms must be signed prior to working on site.

d. SUBCONTRACTOR shall perform fire watch on a daily basis per OSHA regulations if welding, torching, etc.

e. SUBCONTRACTOR shall participate in CONTRACTOR'S Click Safety Program. Workers assigned to the project will have completed the online program and have certificate prior to arriving to jobsite.

5. ARTICLE No. 9 "Shop Drawings, Submittals, As-Built" - Add the following paragraphs:

a. SUBCONTRACTOR shall provide electronic copies in PDF format AND four (4) hard copies of all shop drawings and submittals and four (4) samples of all sample submittals to CONTRACTOR for approval, or more as requested by CONTRACTOR. Shop drawings and submittals shall typically be returned to SUBCONTRACTOR electronically (via email or FTP site).

b. SUBCONTRACTOR to provide As-Built drawings, Operations and Maintenance Manuals, and OWNER Training sessions in accordance with Exhibit H, the Contract Documents, and specification sections 01 78 23, 17 78 39, and 01 79 00. As-Built Drawings to be created using the most current version of AutoCAD. Electronic copies of final As-Built AutoCAD files shall be turned over to the OWNER during closeout period. Closeout documents will consist of one (1) electronic copy and two (2) hard copies.

6. ARTICLE No. 10 - "Jobsite Provisions" - Add the following paragraphs:

a. All work shall be performed during Project's work hours of 7:00 A.M. - 9:00 P.M., Monday through Friday, and 8:00 a.m. - 6:00 p.m. on Saturday. No work on Sundays. Hauling and deliveries are limited to 7:00 A.M. - 3:30 P.M. Work shall not be performed on weekends or holidays without prior approval from the Project Superintendent. Approval will require seventy-two (72) hour notification from SUBCONTRACTOR. The durations indicated on the Project Schedule are based upon five (5) working days per week. All other time durations in this Agreement are calendar days.

b. Employee Parking - Parking fees will be paid for by CONTRACTOR at no cost to SUBCONTRACTOR from 6:00 a.m. to 6:30 p.m. Monday- Friday, and 6:00 a.m. to 12:30 p.m. on Saturdays. Parking costs outside of these hours will be the responsibility of

SUBCONTRACTOR. Parking for all SUBCONTRACTOR'S vehicles shall be in the parking lot across Hollywood Blvd directly to the South of the Jobsite. SUBCONTRACTOR will participate in CONTRACTOR'S parking ticketing/tracking system. SUBCONTRACTOR understands that parking will not be available on site. SUBCONTRACTOR also understands that no parking is permitted on surrounding residential streets per the conditions of approval. Failure to participate in parking ticket program and/or abuse of parking privilege will result in parking privileges being revoked. Subsequent parking costs will be the responsibility of SUBCONTRACTOR. Loading and unloading of equipment and/or delivery trucks must be approved and coordinated by the CONTRACTOR'S Jobsite Superintendent.

c. The CONTRACTOR'S phones, fax machines, copiers, and other temporary office facilities are not available for use by SUBCONTRACTOR.

d. SUBCONTRACTOR to participate in on-site recycling program through proper sorting and disposal of construction debris and trash as designated by waste hauling company. Except as otherwise noted, bins provided by CONTRACTOR.

e. SUBCONTRACTOR will provide temporary ventilation systems, as required by OSHA, or other appropriate governmental agencies, for their specific scope of work or task as required to maintain a safe environment and the Project Schedule. Coordinate system installation and locations with Project Superintendent.

f. Use of CONTRACTOR'S tower cranes will be available during the structural concrete and structural wood framing phases of the project only (to be erected during concrete slab on grade operation and to be removed after framing and drywall stocking). Hoisting before and after this time period will be the responsibility of the SUBCONTRACTOR. SUBCONTRACTOR'S use of tower cranes will be limited to major deliveries of heavy equipment only. Small deliveries, daily loading, and fork-lifts for loading of deliveries will remain the responsibility of the SUBCONTRACTOR. Limits of tower crane capabilities are shown in Exhibit F. SUBCONTRACTOR to coordinate and schedule the use of tower cranes with CONTRACTOR'S Superintendent 72 hours in advance. Use of CONTRACTOR'S manlift/material-hoist will be available during construction of the residential buildings (to be removed after plaster is complete). SUBCONTRACTOR is responsible for all hoisting related costs such as rigging, hookmen, after hour crane use, etc. All other hoisting to be provided by SUBCONTRACTOR. Elevators will not be available for SUBCONTRACTOR'S use.

g. All operations, material deliveries, staging and building access is based on Benchmark Contractors, Inc. Site Access & Phasing Plan (refer to Exhibit F). No staging or jobsite access will be permitted on Hollywood Blvd. SUBCONTRACTOR must coordinate and schedule all material deliveries and unloading of material with CONTRACTOR on a daily basis. Materials to be ordered and available for delivery per the CONTRACTOR'S schedule. Deliveries to site on an as-needed-basis, stockpiling or storage is subject to approval by the Project Superintendent. SUBCONTRACTOR agrees to purchase all necessary material in a timely manner to ensure the supply of such material for the subject work.

h. Delivery of materials includes unloading and distribution/spreading of the products to each building and each floor level. Includes removal of all packing materials and debris into CONTRACTOR'S BINS. SUBCONTRACTOR to load and spread materials so as not to overload or cause excessive deflection to supporting structure. Prior to first shipments, SUBCONTRACTOR to submit a stocking plan for review and approval by CONTRACTOR and Structural Engineer. SUBCONTRACTOR will be responsible for all required changes to the submitted stocking plan.

i. No deliveries shall be made without specific approval from the CONTRACTOR'S Project Superintendent. A representative of the SUBCONTRACTOR shall be present to receive all deliveries. Any unloading or distribution work performed by the CONTRACTOR on SUBCONTRACTOR'S behalf shall be performed on a time and material basis, whose cost will be the responsibility of SUBCONTRACTOR.

j. Employee vehicles and delivery trucks are prohibited from staging on city streets, except as noted on approved haul route or staging plans. SUBCONTRACTOR will schedule all material and equipment deliveries during non-peak travel periods as required. SUBCONTRACTOR to obtain and pay for all special permits (street use/encroachment permits, etc.) required for SUBCONTRACTOR'S loading and unloading of materials beyond CONTRACTOR'S permitted staging areas.

k. CONTRACTOR to provide temporary electrical power and (spider) boxes for use by the SUBCONTRACTOR (120 volt, 20 amp, single phase). SUBCONTRACTOR to coordinate relocation/distribution of boxes as required for their work. No power for welding will be provided, SUBCONTRACTOR is responsible to provide all power associated with the operation of welding equipment.

l. The CONTRACTOR will provide temporary lighting per OSHA minimum requirements. Additional task lighting, if required, shall be the responsibility of the SUBCONTRACTOR.

m. SUBCONTRACTOR understands that some final building finishes will have exposed structural concrete floors throughout. SUBCONTRACTOR is responsible for protecting all concrete floors from damage from their work. Includes replacing existing protection damaged by SUBCONTRACTOR during SUBCONTRACTOR'S work. BLUE Chalk only layout lines only are allowed (no spray paint). Any equipment (i.e., forklifts, scissor lifts, etc.) used within the building must be approved in advance by CONTRACTOR; if approved, such equipment shall have white tires to protect slabs from damage.

n. There will be no onsite SUBCONTRACTOR temporary offices or trailers allowed. SUBCONTRACTOR shall be responsible for all costs for own offsite offices/trailers.

o. Project Jobsite Clean Up - In addition to removal of debris (on a daily basis) generated by SUBCONTRACTOR'S activities, SUBCONTRACTOR will provide two (2) hours of labor for every ten (10) men for every day worked on the project, to clean-up project per the direction of the CONTRACTOR'S Project Superintendent. At a minimum, SUBCONTRACTOR to provide eight (8) hours of labor per week. Failure to adhere to these requirements will result in additional expenses charged against this Subcontract Agreement as outlined in Article 10. SUBCONTRACTOR will not be required to participate in composite clean-up crews on days it has no manpower onsite.

7. ARTICLE No. 11 - "Extras, Credits, Modifications" - Add the following paragraphs:

a. If CONTRACTOR and SUBCONTRACTOR cannot agree on the cost or time of performance for the Change Order work, SUBCONTRACTOR shall nevertheless perform the work as directed by CONTRACTOR in a timely manner as required to not delay the work.

b. SUBCONTRACTOR change order requests (CORS) shall be submitted by SUBCONTRACTOR in a format acceptable to CONTRACTOR. CONTRACTOR'S preferred template is available upon request. This format shall include, at a minimum, labor hours and direct

hourly rates by labor classification, direct material costs, and direct equipment rental costs. All markups, including but not limited to overhead, profit, and bond (if applicable), shall be shown separately. Backup from second-tier subcontractors and/or vendors is required. Failure to submit COR in an acceptable format with all price breakdowns requested shall be grounds for denial of COR.

c. Any work performed on a "time-and-materials" basis must be verified in writing by CONTRACTOR that work day. SUBCONTRACTOR is responsible for requesting such verification on a daily basis in the form of a time ticket, extra work authorization, etc. If verification is not requested within 24 hours, SUBCONTRACTOR may not be compensated for work. If verification is requested but is disputed by CONTRACTOR, CONTRACTOR will make note on ticket and this work will be subject to further review.

d. The total amount for both Overhead and Fee on any requests for extra compensation (SUBCONTRACTOR's change order requests) shall not exceed ten percent (10%) (in lieu of 15% as stated in the fourth paragraph of Article 11) as defined in the prime contract.

8. ARTICLE No. 12 - "Payment and Lien Releases" - Add the following paragraphs:

a. SUBCONTRACTOR understands that as-built drawings, warranties, guarantees, operation and maintenance manuals, certificate of compliance, union clearance letters stating the required union benefit accounts are current, etc., are required to be submitted prior to final payment. In the SUBCONTRACTOR'S Schedule of Values, two percent (2%) of the total Subcontract amount will be established as the value of these items.

b. Retention shall be ten percent (10%). Early release of retention for specific trades must be approved by CONTRACTOR, OWNER, and LENDERS.

c. SUBCONTRACTOR understands that Subcontractor Daily Reports (required to be submitted daily), Jobsite Weekly Safety Meeting Reports, and other required submittals must be current in order for progress payments to be processed.

9. ARTICLE No. 13 - "Commencement and Prosecution of Work, Delays, Damages" - Add the following:

a. Project Schedule - SUBCONTRACTOR shall cooperate and coordinate with the CONTRACTOR'S scheduling of other trades and strictly adhere to the Project Schedule outlined in Exhibit E and performance criteria outlined in Exhibit I.

b. SUBCONTRACTOR understands that maintaining of the Project Schedule is critical and SUBCONTRACTOR'S scope will require multiple phases of the project to be ongoing simultaneously with multiple phased turnover dates as outline in Exhibit E. SUBCONTRACTOR further understands that there are liquidated damages associated with these phased turnover dates as outline in Exhibit I and SUBCONTRACTOR will be responsible for such liquidated damages for delays in achieving phased turnover dates as outlined in Exhibit E and as allowed under paragraph 6 of Section B of the Subcontract Agreement and defined in Exhibit I. SUBCONTRACTOR has included all costs (including but not limited to shop drawing detailing, submittals, workmen, materials, and supervision for all phases) associated with appropriately sequencing the construction and temporary facilities as required to accommodate the multiple Temporary Certificate's of Occupancy required for this project. This includes Temporary Certificate's of Occupancy at a minimum for the following phase of work; Parking Structure, Retail, Building 1, Building 2, Building 3, and Building 4.

c. It is SUBCONTRACTOR'S responsibility to submit all product data, shop drawings, and to release material for fabrication in a timely manner as not to have a negative impact or delay the schedule. Submission times to include adequate time for proper review and corrections, if necessary, of such submittals.

10. ARTICLE No. 16 - "Guarantee, Warranty" - Add the following paragraph:

a. All equipment warranties shall begin on the date of Substantial Completion of the final phase (last TCO), as defined by the Contract Documents, regardless of when the equipment was started for temporary use, testing or permanent use.

11. ARTICLE No. 20 - "Miscellaneous Provisions" - Add the following paragraphs:

a. Assignment of Contract - Pursuant to the General Conditions of the OWNER'S General Contractor Agreement, this Subcontract/Purchase Order is freely assignable by CONTRACTOR to OWNER or OWNER'S designee. The SUBCONTRACTOR shall continue to perform under this Subcontract Agreement in the event the OWNER-CONTRACTOR Contract is terminated, and the OWNER shall take an assignment of said Subcontract Agreement/Purchase Order and request such SUBCONTRACTOR to continue such performance. SUBCONTRACTOR further acknowledges that by signing this Agreement, that the OWNER is an express third party beneficiary of the Subcontract Agreement.

b. SUBCONTRACTOR agrees that it will not, without prior written approval of the OWNER, publicize the fact that it has entered into the Contract Documents, or disclose, confirm, or deny any details of the Contract Documents. SUBCONTRACTOR agrees that it will not use the OWNER'S name in connection with SUBCONTRACTOR'S publicity with respect to the Project without prior review and written approval in each instance by the OWNER. SUBCONTRACTOR shall also insert the terms of this provision in all contracts and/or agreements executed in connection with the services to be performed under the Contract Documents and require that its Subcontractors of all tiers and Suppliers of all tiers do the same.

c. MODEL UNITS - SUBCONTRACTOR understands that it is anticipated the OWNER will require several apartment units be designated as "Models". SUBCONTRACTOR agrees that these Models shall be constructed out of sequence, at an accelerated schedule dictated by OWNER, and that SUBCONTRACTOR will build them as such at no additional cost to the OWNER or CONTRACTOR. There will be a total of four (4) residential units and one (1) live/work unit mocked-up with exact units to be determined.

d. All labor, material, and equipment costs to remain unchanged throughout the duration of the project. SUBCONTRACTOR has included all costs associated with any escalation as required to accommodate the Project Schedule.

e. SUBCONTRACTOR is aware that they are working around existing facilities and services and shall take appropriate measures not to impact said facilities and services, including required coordination with the existing underground MTA system, Hollywood Walk-of-Fame, surrounding businesses and neighbors, etc.

f. Project documentation and correspondence may be sent electronically. SUBCONTRACTOR is capable of receiving and sending

electronic documentation and correspondence as an adequate form of communication. SUBCONTRACTOR includes all reprographic costs for drawings sent electronically throughout construction.

g. SUBCONTRACTOR will notify CONTRACTOR immediately should there be any evidence of unexpected soil conditions, hazardous wastes, or unexpected obstructions. SUBCONTRACTOR will take full responsibility for any event that occurs if these conditions are known and work proceeds without authorization.

h. Install flexible materials and connections as required across all seismic/expansion joints to allow for movement.

i. Includes caulking/acoustical sealant as required for SUBCONTRACTOR'S work.

j. SUBCONTRACTOR is aware that emergency MTA hatches directly adjacent to the demolition must remain operable at all times. This includes keeping the hatches and the patch of egress clean and clear from all debris and demolition activities.

k. All products supplied by SUBCONTRACTOR shall have L.A. City Research Reports as required. Ensure full compliance with all governing agency requirements including UL devices, samples and test certificates.

l. It is understood by the parties hereto that the Drawings and Specifications necessary for construction of the Project are complete enough so as to enable SUBCONTRACTOR to complete the project for the lump sum price, and that although the Drawings and Specifications are adequate for pricing and, in certain respects, performance of the Work, completion of the Drawings and Specifications will be accomplished from time to time. No adjustment in the lump sum price or Contract Time shall be made unless completion of the Contract Documents results in a "Scope Change". A "Scope" Change shall be a change which (i.) was not reasonably foreseeable or inferable by a SUBCONTRACTOR of SUBCONTRACTOR'S experience and expertise from the Drawings and Specifications and (ii.) commits SUBCONTRACTOR to utilize more or special labor, supervisory personnel or construction materials than originally intended or requires additional time or a change in Schedule or sequence.

C. INCLUSIONS

General Requirements

- 01 . Provide all labor, equipment, and materials required to supply and install all electrical work complete for The Blvd 6200-North Project in accordance with the Plans, Specifications and other documents identified in Exhibit A.001. The scope of work includes, but is not limited to the following items. This list is for clarification only and not intended to be "all-inclusive".
- 02 . Submittals, shop drawings, and samples per specifications to comply with all plans, specifications, and code requirements, including switchgear and light fixture package, within two (2) weeks after receipt of Subcontract.
- 03 . Supply all materials by specified and approved manufacturers in strict accordance with the requirements outlined on the plans and specifications. Includes full compliance with all governing agencies requirements including UL devices, samples and test certificates. All material assemblies provided shall have an approved City of Los Angeles Research Report number and proper UL listing/labels, as required by code and governing agency.
- 04 . All seismic bracing for SUBCONTRACTOR'S work and in accordance with the requirements of the plans and specifications.
- 05 . Caulking for SUBCONTRACTOR'S work, including around all fixtures, receptacles, etc. per plans and specifications.
- 06 . Furnish, layout, and install sleeves for all slab and wall penetrations required for SUBCONTRACTOR'S work. Sleeves to be provided to conform with all Plans and Specification requirements. Includes metal sleeves for all CMU, concrete, and shotcrete penetrations required for the completion of your work. SUBCONTRACTOR to coordinate sleeve locations with CONTRACTOR in advanced of installation to minimize impacts to reinforcing steel design. Openings to be coordinated with Structural Engineer. SUBCONTRACTOR to coordinate all sleeve locations with CONTRACTOR.
Provide "Link Seals" for conduit, 2" and larger.
- 07 . Furnish and install dry packing and acoustical caulking and sound pads as required for SUBCONTRACTOR'S work per code and City requirements.
- 08 . All electrical wiring penetrating the floor structure and walls shall be in conduit, soundly dry packed and fire caulked after installation to maintain the fire resistive and structural integrity of the building construction.
- 09 . Provide flashing and caulking for wall penetrations resulting from SUBCONTRACTOR'S work per architectural details. Provide and installation of "tee top"/gooseneck flashing for all conduits penetrating the roof. Provide flashings compatible with the roofing system as required.
- 10 . SUBCONTRACTOR will make as many move-ins as necessary for shear wall and preliminary drywall.
- 11 . Furnish all rated and non-rated access panels and doors as required for your own work (installation by others). Provide stainless steel access panels at tile locations and primed panels at drywall locations. Access panels to be approved by CONTRACTOR and keyed alike. Panels are to be the same fire rating as the wall or ceiling penetrated for SUBCONTRACTOR'S work or where SUBCONTRACTOR'S work requires access. Provide a marked print showing all panel locations with sizes and ratings indicated.
- 12 . All dissimilar metallic materials shall be effectively isolated from each other to prevent galvanic action, provide isolation.
- 13 . All signage requiring identifying items as required by code for SUBCONTRACTOR'S work, including room identification, warning signs for panel boards, switchboard motor control centers, distribution sections, etc.

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- 14 . Electrical line voltage terminations to equipment provided by interfacing trades including all necessary panels and disconnects to make a complete hook-up. Coordinate work with interfacing trades.
 - 15 . Where plans indicate control systems wiring or branch circuiting for all voltages, such as life safety and fire alarm system, mechanical controls and devices, security and A/V systems, irrigation, water features, equipment outlets or systems as noted on all plans, provide all conduit, wiring and branch circuiting as required for fully operational systems. HVAC low voltage controls by others. Indicate final wiring on the project as-builts.
 - 16 . Coordination with other trades as required to ensure proper clearances of ductwork, fixtures, piping, etc. SUBCONTRACTOR is responsible to coordinate all work with interfacing trades and other necessary subcontractors for installation of electrical work, including but not limited to utilities, concrete, reinforcing steel, framing, mechanical, plumbing, fire sprinkler, etc. as required. Cost to relocate work installed due to lack of coordination will be borne by the SUBCONTRACTOR. Provide coordination drawings as required to facilitate coordination with other trades.
 - 17 . Review all submittals, shop drawings and RFI's supplied by the CONTRACTOR to ensure proper power supply, breakers and other electrical related items that provide a fully operational system. Any costs associated with SUBCONTRACTOR'S failure to review and respond to such items in a timely manner will be borne by the SUBCONTRACTOR.
 - 18 . Provide all grounding as required by the plans, specifications and codes.
 - 19 . Use seal-tight conduit at all outdoor locations or damp locations. Concrete and masonry in contact with earth are not considered dry locations. For multiple roof penetrations in close proximity, provide "tee-tops" or "goosenecks", and counter flashing as required.
 - 20 . SUBCONTRACTOR to verify and coordinate location for unit electrical sub-panels with CONTRACTOR prior to commencement of electrical rough-in work.
 - 21 . Finish of electrical devices to be specified and selected by the Architect. Install all receptacles, data outlets, switches, plugs, light fixtures as requested by Architect to achieve symmetry or desired aesthetics.
 - 22 . Testing and ring out of electrical system as required. SUBCONTRACTOR to participate in all testing required of other subcontractors and authorities having jurisdiction for electrical and mechanical equipment. Subcontractor to verify power requirements for all mechanical, plumbing, fire sprinkler, elevator systems, etc. electrified equipment with the electrical drawings. If item is installed and does not match the voltage requirements, subcontractor will replace at no cost to the Contractor. Appropriate tests must be performed and systems approved prior to concealing piping. Provide all test, equipment, instrumentation and labor in conjunction with all tests.
 - 23 . Ring out units after second side shear panel installation and again after drywall installation. Provide continuity testing of electrical system at all areas after drywall has been installed (prior to taping) to identify and damage to SUBCONTRACTORS system by drywall installer.
 - 24 . Include premium time for off-hour shutdowns and change overs as required.
 - 25 . Provide all equipment, material, fixtures, and labor necessary to fully comply with all handicap requirements as outlined in the contract documents and per City, State, and Federal code regulations. Includes furnish and install switch above counter for range hood outlets at handicapped units per plans, including counter mounted microwaves.
 - 26 . Conformance to ALL notes on ALL plans (architectural, structural, civil, landscape, mechanical, interior design, etc.) including ALL notes on the electrical and dry utility plans.
 - 27 . Provide installation and equipment warranty per project Specifications. Warranty period for all buildings and systems to start at the time of Final Acceptance / Substantial Completion for the entire project. Subcontractor shall maintain equipment including performing scheduled maintenance per manufacturer's recommendations until the date of Substantial Completion. This includes keeping a maintenance log that will be turned over to the Owner.
 - 28 . All floor block outs, inserts, coring, saw cutting, sleeves, fireproofing, acoustical caulking, dry packing, and rat packing as required for a complete installation. All notching/drilling of wood framing and pipe supports will be in accordance with the requirements of the plans and the structural engineer. Install strapping and plates as required. SUBCONTRACTOR to coordinate all required blockouts/headouts with CONTRACTOR and framing subcontractor prior to framing operations. Costs for cutouts, structural revisions, etc., required following production framing will be at SUBCONTRACTOR'S expense.
 - 29 . Fire pads at boxes within rated walls as required.
 - 30 . It is the responsibility of the SUBCONTRACTOR to verify that all of the equipment installed under their scope of work has adequate code required space provided for it and that proper backing and construction has been installed to receive this equipment. To this extent, SUBCONTRACTOR shall continuously monitor the progress of the project and inform the CONTRACTOR immediately when any installation is not compatible with any future equipment installation. Scope includes verification that structural requirements, legal headroom, workspace, clearances, as well as, openings and passageways are maintained. No additional compensation will be allowed for omissions, inadequate space, misunderstandings, or rejected work resulting from negligence of these requirements.

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- 31 . Furnish and install all underground conduit required for the electrical systems including layout, trenching, excavation, backfill and recompaction as required for SUBCONTRACTOR'S work. Backfill and compaction work per the soils report and to $\pm .10$ of a foot elevation and area returned to condition prior to start of trenching.
- 32 . Dewatering and mud control for your trenches.
- 33 . Dust control as required during SUBCONTRACTOR'S work and for grading operations at all times, including but not limited to water trucks, hoses, etc. Distribution of water by SUBCONTRACTOR from source as directed by the Project Superintendent.
- 34 . All embedded items to be galvanized steel per plans and specifications.
- 35 . Backfill of utility trenches with onsite soil is acceptable per soils report. Install required bedding and cover per code and city requirements. Backfill to 90% compaction.
- 36 . Cutting/boring of holes and piping installation to allow for building shrinkage. Each penetration in studs, plates and joists shall be lined with felt.
- 37 . Supply and install all supports, attachments, fasteners, embeds, support angles, mounting accessories, etc. as required to support all electrical equipment. Including all pipe and supports on the roof as required.
- 38 . Size and locations of roof equipment pads are approximate. Coordinate required sizes and locations with CONTRACTOR and framing subcontractor.
- 39 . Adequately brace all conduit and sleeves placed in concrete elements to avoid displacement during concrete placement.
- 40 . Furnish and install time clock/photo cells at outdoor/exterior building lighting per plans.
- 41 . Provide line voltage, including conduit and wire for all irrigation controllers.
- 42 . Provide dimming controls per plans and specifications.
- 43 . Provide all labor, equipment and materials to furnish and install all conduit, wiring, boxes, fixtures and required accessories for site, exterior building supergraphics, and interior building lighting complete per project plans and specifications including photo cells and/or time clocks. All fixtures at exterior locations to be labeled as UL listed for wet or damp locations as required.
- 44 . SUBCONTRACTOR shall furnish and install all provisions including temporary switchgear, transformers, distribution conduit and wire (except as noted below) to properly provide 1600AMP temporary power service and distribution per BCI-SK-16000-01 and LADWP Drawing 11P0350 dated 9/19/11. All work shall be coordinated with CONTRACTOR and Utility Subcontractor. 7' x 11' precast pad for padmount SF6 switchgear (per LADWP drawing UB721-14 dated 5/5/11) by others. 8' x 10' precast pad with handhole for padmount transformer (per LADWP drawing UB721-07 dated 5/5/11) by others. Barrier posts and grounding by others. Primary cable feeds to temporary switchgear by DWP. Scope includes removal of temp system-conduit, wires, boxes, and switchgear at project completion.
- 45 . SUBCONTRACTOR shall furnish and install all provisions to provide permanent power from two (2) 5" and one (1) 4" stub-outs from on-site underground vault to DWP station (vault and stub-out by others), per BCI-SK-16000-01 and LADWP drawing 11P0350 dated 9/19/11. All work shall be coordinated with CONTRACTOR and Utility Subcontractor. Any layout, pull boxes, trench shoring, backfill, slurry and concrete encasements, conduit, etc. required by governing agencies to furnish and install conduits from stub-outs to DWP vault is included.
- 46 . Furnish and install all lighting and GFI receptacles within DWP vault as noted on DWP plans E5209-EA1 through EA4 dated 5/23/12. Scope includes providing power and interlocks to all vault exhaust equipment. In addition provide all required bus ducts, landing lugs, vault lighting, switches, power receptacles, disconnects, blowers (including starters), intake, exhaust piping (including dampers, as required) and pulling eyes and other embeds required per DWP requirements for complete transformer installation. Provide DWP UFER ground. Ground to be run to the lowest foundation in the structure. SUBCONTRACTOR to provide continuity test of ground and it shall ring out at 5 ohms or less. Inspections to be coordinated with Electrical and DWP Inspectors.
- 47 . Provide GFI outlets at locations adjacent to wet areas, per the documents, and as required by code.
- 48 . Furnish and install all materials necessary to comply with sound/vibration control and acoustical requirements per plans, specifications, and as required by code. Includes all sound dampening treatment for all boxes which are in common party walls or in corridor walls and sound insulated stud walls. Cover all junction boxes and outlets with pads at party walls as required (use more than one (1) pad where required).
- 49 . Furnish and install all electrical equipment and accessories to all mechanical and plumbing equipment required including disconnects, interlocks, starters, etc. This subcontract includes electrical line voltage terminations to equipment provided by interfacing trades including all necessary panels and disconnects to make a complete hook-up. Coordinate work with interfacing trades as required.

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- 50 . Furnish and install all electrical equipment, switchgear, meter banks, motor controls, bus bars and panels for a complete installation per plans and specifications. SUBCONTRACTOR to verify size (depth, height, and width) of all electrical equipment and meter enclosures, and coordinate electrical room/space is of adequate size. Includes all panel/equipment supports as required for SUBCONTRACTOR'S work.
- 51 . Complete installation electrical work in accordance with NEC requirements with respect to applicable classifications and divisions such as hazardous locations. Provide loop checks, merger tests, calibration, motor runs, testing for all electrically operated equipment and any other operations required prior to energizing the system.
- 52 . Installation of line voltage and final connection etc. for all plumbing, mechanical thermostats at boilers and telecom room AC units (thermostats provided by others).
- 53 . Light fixtures per Architectural Plans (plans and elevations), Electrical Plans, Lighting Design, Landscape drawings, and interior design plans. SUBCONTRACTOR to coordinate between all the plans and includes/will be responsible for greater quantity. Submit for approval by the Architect product data for each fixture and any other visible accessories. Unless SPECIFICALLY noted there will be no substitutions allowed to specified fixtures.
- 54 . Furnish and install copper and aluminum conductors only as identified in the plans and specifications.
- 55 . Install all required emergency lighting and battery packs.
- 56 . Furnish and install all project light fixtures and lamps complete at all garage, public, unit, and landscape areas per Architectural, Electrical and Lighting plans and corresponding light fixture schedule.
- 57 . Furnish and install lighting control panels and all related occupancy sensors, time clocks, time switches, etc. as noted on the contract documents and as required for a complete installation and proper lighting control.
- 58 . All conduit and wire to provide all landscape lighting per electrical/lighting plans. Provide photocell with time clock override at all landscape lighting circuits.
- 59 . Includes power to smoke and fire dampers as required (may not be shown on electrical plans, reference mechanical plans).
- 60 . Supply and install all remote transformers for light fixtures as required.
- 61 . Procurement of permit(s) for own work. Any associated fees shall be paid by Owner.
- 62 . If size of conduit is not shown, Subcontractor to provide what is industry standard for the conductors required.
- 63 . All equipment must fit through existing openings. No additional "non-indicated" access holes are being contemplated at any location.
- 64 . SUBCONTRACTOR shall furnish, as required, personnel to assist with the start-up of all mechanical, and plumbing systems, including commissioning of systems, as directed by CONTRACTOR.
- 65 . Testing as required for SUBCONTRACTOR'S work. Tests must be performed and systems approved prior to covering ductwork, pipe, and control wiring. Provide all equipment, instrumentation, and labor in conjunction with all tests. Any testing required shall be complete prior to the scheduled inspection. The Project Superintendent and Architect must be notified 48 hours prior to any testing, or re-test costs will be borne by SUBCONTRACTOR.
- 66 . SUBCONTRACTOR to participate in all testing required of other interfacing subcontractors and by authorities having jurisdiction for electronically and mechanically powered equipment. Subcontractor to verify power requirements for HVAC equipment and all other electrified equipment with the electrical drawings. If item is installed and does not match the voltage requirements, subcontractor will replace at no cost to the Contractor. Appropriate tests must be performed and systems approved prior to concealing duct and pipe. Provide all test, equipment, instrumentation and labor in conjunction with all interfacing tests.

Specific Requirements

- 01 . Furnish all labor, equipment, and materials for a complete electrical tele/data, and TV systems in complete conformance with the Project Documents. Includes all wiring, fixtures, equipment, conduit, and accessories to furnish and install complete and fully-operational systems per plans and code requirements.

- 02 . Furnish and install all conduit, wire, including any miscellaneous equipment (i.e. disconnects, interlocks, starters, etc.) required to provide complete power supply to all equipment on the project including but not limited to:
- a. All HVAC equipment including, garage supply and exhaust fans and controllers. Scope includes installation of controllers supplied by others.
 - b. All plumbing equipment and controllers including, storm drain, sewer, and sump pumps and controllers. Scope includes installation of controllers supplied by others. Provide conduit between pits and controllers.
 - c. Garage coiling security grilles. Scope includes conduit and wire between card readers and motor controller.
 - d. Line voltage to smoke, fire dampers and duct detectors.
 - e. Pool Equipment room: 100 amp single phase dedicated subpanel. Scope includes conduit and wire between subpanel and equipment. (Termination of equipment by others.)
 - f. Fountains/water features: including pumps and lights per plans.
 - g. Fire alarm, security and telephone control panels, sub-panels and repeaters.
 - h. Boilers, water heater circulating pumps and condensate pumps.
 - i. Supply and exhaust fans.
 - j. Heat pumps and fan coil units.
 - k. Landscape irrigation controls.
 - l. Power to BBQ, fire pit and outdoor fireplace electronic ignitions.
 - m. Carbon monoxide system.
 - n. Trash chute sanitizing units.
 - o. Furnish and install miscellaneous equipment (i.e. disconnects, interlocks, starters, etc.) required for a complete installation.
 - p. Final connection to Owner-supplied equipment.
 - q. Conduit, power and service panel to each retail space. Scope includes 1" conduit from panel to building exterior, stubbed out and capped for future sign installation.
 - r. Fire water pumps, domestic water pumps, and irrigation water pumps.
 - s. All roof mounted equipment
 - t. Material, freight lifts, loading dock lifts
 - u. Handicap/chair lifts
 - v. All plumbing equipment and controllers, boilers and associated equipment, circulating pumps, drinking fountains, faucets, etc. (reference Plumbing Plans)
 - w. All appliances (range, refrigerators, microwaves, range hoods, washers/dryers, garbage disposals, etc.) and common laundry.
 - x. Power to magnetic hold-opens per plans and specifications.
 - y. Power to electrical hardware as required per plans and specifications. (Refer to and coordinate with Security & AV drawings).
- 03 . Coordinate between all plans, specifications, and requirements of the elevator, escalator, loading dock lifts, material freight hoists, and ADA lifts manufacturers/installers and governing agencies as required to insure proper power supply and electrical code requirements:
- a) Furnish and install all required receptacles in pits, machinery spaces, and elevator car tops with ground-fault interrupters.
 - b) Provide electrical-feeder system with a separate equipment-grounding conductor terminating at machine room.
 - c) Provide a fused disconnect switch or circuit breaker for each elevator and escalator as required per code with feeder or branch wiring to controller.
 - d) Provide a separate branch circuit and SPST fused disconnect switch or circuit breaker as required, arranged to be locked in the open position, to supply the car lights, receptacles, auxiliary lighting power source and ventilation on each car.
 - e) Furnish and install conduit as required for elevator control systems
 - f)Furnish and install elevator telephone conduit and wiring to telecommunication room including dedicated phone lines as required for each cab and the auto dialer systems.
 - g)Furnish and install disconnect switches (shunt trip) as required.
 - h)Furnish and install light in elevator pits.
 - i)Power to elevator HVAC equipment.
 - j)Install/connect Elevator Sump alarm controller and pump supplied by plumbing Subcontractor.
- 04 . Provide power and disconnects with seal-tight conduit to all HVAC equipment on the roofs. Includes conduit for all low voltage wiring where exposed and penetrates rated walls or floors. Supply conduit from roof to every condensing unit including flashing.

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- 05 . Includes all rerouting of conduits in concrete slab as required by the documents and Structural Engineer to maintain structural integrity requirements. Includes coordination and routing of conduit distribution on racks in the parking garage as required and approved by the Project Superintendent.
- 06 . Light fixtures to be stored on site in storage bins minimum three months ahead of installation per project schedule.
- 07 . Use of site lighting, building exterior lighting and parking lot lighting to be available immediately after installation per Project Schedule. Includes any warranty extensions required to provide full warranty at time of Owner Acceptance.
- 08 . All light fixtures and bulbs shall be fully operational upon turnover to the Owner. Replace damaged/burned out fixtures/bulbs at turnover at no additional cost to CONTRACTOR, and provide extended warranty as required for use during TCO so that all light fixtures and electrical equipment are provided to the Owner with a full warranty as required by specs at time of project final completion & turnover. Includes use of exterior and parking garage lights for temporary lighting during construction.
- 09 . All spare breakers as shown on electrical plans.
- 10 . Provide Complete Emergency Lighting in accordance with plan notes, specifications and all code requirements, to include any additional/separate fixtures, additional wiring, emergency inverter, etc.
- 11 . Provide power to wireless transmitters where shown on the plans.
- 12 . Power to electrical hardware as required per plans and specifications. Provide power as required to common areas security door hardware including to all power supplies shown on the Security Plans even if not shown on the Electrical Plans.
- 13 . Schedule Requirements: Subcontractor must strictly adhere CONTRACTOR'S schedule requirements outlined in Exhibit E.001, Project schedule. SUBCONTRACTOR further understands that the building will be turned over in phases as outlined in Exhibit E.001 and that electrical and fire alarm systems must be inspected, signed off, and be operational and receive TCO per City of LA requirements for each phase. Building phasing for Fire Alarm System includes individual programming of each phase and overall site panel allowing each phase to come on line and be monitored per Fire Department requirements. Includes re-testing and re-fueling of the emergency generator as required.
- 14 . All move-ins as required for SUBCONTRACTOR'S work. SUBCONTRACTOR shall provide multiple crews for multiple operations in order to meet CONTRACTOR'S schedule. In addition, SUBCONTRACTOR agrees to work all required overtime and weekends in order to achieve CONTRACTOR'S schedule without additional costs to CONTRACTOR. (see additional information below)
- 15 . SUBCONTRACTOR to adhere to the following durations:
a) Building 1 - Electrical rough-in installations to maintain productivity with the building framing which is scheduled for a total duration of 75 working days. Subcontractor to complete all rough-in electrical work including inspections and ready for drywall installations to commence within 15 working days of framing completion/roof sheathing complete.
b) Building 2 - Electrical rough-in installations to maintain productivity with the building framing which is scheduled for a total duration of 55 working days. Subcontractor to complete all rough-in electrical work including inspections and ready for drywall installations to commence within 15 working days of framing completion/roof sheathing complete.
c) Building 3 - Electrical rough-in installations to maintain productivity with the building framing which is scheduled for a total duration of 80 working days. Subcontractor to complete all rough-in electrical work including inspections and ready for drywall installations to commence within 15 working days of framing completion/roof sheathing complete.
d) Building 4 - Electrical rough-in installations to maintain productivity with the building framing which is scheduled for a total duration of 75 working days. Subcontractor to complete all rough-in electrical work including inspections and ready for drywall installations to commence within 15 working days of framing completion/roof sheathing complete.
e) Parking Garage - Electrical installations in the garage to commence immediately upon removals of concrete shoring/reshoring. SUBCONTRACTOR to provide a dedicated crew for the garage work separate from the crews performing the building's electrical installations. Subcontractor to complete all rough-in plumbing work within 30 working days of parking garage structure completion."
- 16 . Subcontractor is required to provide shop drawings that accurately overlay all light fixtures, switches, smoke detection and annunciation devices, etc. with all other electrical, plumbing, sprinkler, HVAC, and mechanical devices. Subcontractor is required to coordinate with other subcontractors and suppliers to assure a complete system. Shop drawings are created and maintained in AutoCAD compatible version.
- 17 . Submit full switchgear drawings for electrical engineer's approval within three (3) weeks of contract award or letter of intent
- 18 . Furnish and install main electrical equipment, switchgear and metering panels. Switchgear to be available for installation within 16 weeks following shop drawing/submittal approval. Temporary power switchgear/transformers to be available within 4 weeks following award of subcontract.
- 19 . Repair incidental damage to SUBCONTRACTOR'S work caused by other trades. An allowance of 100 hours is included in the cost of the work for repair of incidental damage to SUBCONTRACTOR'S work caused by other trades. Hours to be documented and signed for by CONTRACTOR.

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- 20 . In addition to conduit required for line voltage electrical systems, furnish and install conduit for the following low voltage electrical systems (low voltage wiring by others):
- a. HVAC control wiring
 - b. Carbon Monoxide System - conduit between controllers and sensors. Conduit routing to be coordinated with control diagrams outlined on the mechanical drawings. Conduit for each sensor to homerun back to controller. Conduit size to be coordinated with CO System manufacturer.
 - c. At all locations where low voltage wiring is exposed or penetrates rated walls or floors..
 - d. Line voltage and control conduit between retail spaces and roof mounted condenser pads.
 - e. Include pull strings in conduit only installed locations
- 21 . Furnish and install "E-MON D-MON" electrical submeters and submetering systems for a complete an operable system. Includes supply and install meters, power to meters as required, repeaters and relays required for wireless remote readings, software, setup, and training for building management and maintenance, and wiring as required to install meter in unit closet.
- 22 . Hangers, supports and embeds. Comply with all hanging requirements and/or loads outlined on structural plans. Shot pins will not be allowed at BELOW GRADE parking level post-tension slabs and beams.
- 23 . Furnish and install exit signs as required. Exist signs to be on two circuits, emergency and normal power per Note 5 on Sheet EN004. SUBCONTRACTOR to include twenty (25) additional signs not shown for use in parking structure and building.
- 24 . Installation of low level exit signs at same location where overhead is shown throughout.
Install exit signs on pindents if needed for required visibility
- 25 . Dedicated phone line for fire alarm, security systems, elevators, water meters, electrical meters, parking controls. Includes relocations and rerouting of lines as required for TCO phasing & turnover.
- 26 . Provide a complete elevator recall system (wiring, initiating devices, etc.) at main lobby levels per code. Interconnect keys with elevator lobby smoke detectors located on all levels to elevator bank at the machine rooms. Provide recall control cables, if required.
- 27 . Electrical system installations to be installed to allow for the testing of the garage systems independent of the buildings and areas required for early turnover and TCO's. Subcontractor is aware of these requirements and has included all costs associated with testing, inspections, and turnover these individual areas as required. Includes early installation and operation of the garage electrical systems needed at the time of Parking Garage turnover.
- 28 . Subcontractor agrees to complete all electrical installations in order to energize permanent power by the end of Month 13 of the construction schedule from General Contractors start date of the project.
- 29 . SUBCONTRACTOR has received, reviewed, and included all work required for the project Soils Report dated August 14 2006, and supplemental reports dated 12/16/08 and 8/13/09, and has provided for conditions that exist based on the reports findings, including excavation through any hard soil and/or rock if present and import of backfill material as required.
- 30 . Fireproofing, sealing, caulking, and "rat packing" at all penetrations as required per plans (references Sheets AN701) and code for SUBCONTRACTOR'S work. Firecaulking/Firestopping material to have an approved City of Los Angeles Research Report (L.A.R.R.) number, and ALL fire caulking materials are to be supplied by one manufacturer per notes on AN701. Subcontractor to coordinate with Contractor and other Subcontractors as required to provide firestopping system from the same manufacturer. Includes mock-ups as required per General Note F07D on Sheet AN041.
- 31 . SUBCONTRACTOR to attend weekly coordination meetings and provide detailed shop drawings coordinating SUBCONTRACTORS work with other trades. SUBCONTRACTOR to provide shop drawings in the format of 3D AutoCAD design drawings as described in EXHIBIT G. - SEE ATTACHED EXHIBIT "G" FOR DESCRIPTION OF SCOPE.
- 32 . Provide all slab/floor penetrations in the concrete podium decks to be waterproof cans, including cast-in flush sleeve, fire fill, and plug per 5 & 7/PN801. Includes early installation of final assembly and caulking as required by the Project Superintendent to provide a watertight condition to allow for construction below the podium.
- 33 . COMMISSIONING: SUBCONTRACTOR will be responsible for taking an active part in the commissioning process. Commissioning is a process designed to assist the project team in assuring functional life safety, mechanical, plumbing, electrical and architectural systems at the time they request a Certificate of Occupancy for their project. It is a process in which mechanical, electrical, fire protection, temperature control, elevator, escalators, fire alarm, and general construction systems interface is coordinated to assure minimum start up problems. It is also a systematic testing process to allow the project team to monitor the progress of SUBCONTRACTORS and eliminate unforeseen conditions at the end of the project. This process does not replace any of the responsibilities of the CONTRACTORS to perform their work per project documents.
- 34 . Owner training of all electrical systems and equipment as required and specified including per specification Section 01 79 00 and Exhibit "H".
- 35 . All conduit separation, vibration controls, isolation, wrap, insulation, and caulking per notes on AN041, specifications, and all Electrical General Notes Ac26A thru Ac26K on Sheet AN043.

- 136 . Conformance to ALL notes on the plans including notes on AN041 through AN043, and the electrical plans (E001), the mechanical plans (specifically MN002 thru MN008). Compliance and installation of all work in accordance with the project's acoustical requirements, and wall construction and installations in conformance with all notes, details, and code including details on Sheets AN708, AN709, and MN800 thru MN802.
- 137 . SUBCONTRACTOR to provide electrical system in complete conformance with "Division 26 - Electrical" notes on sheet AN043.
- 138 . Provide emergency power to all mechanical equipment calling for emergency power on Mechanical Sheets MN003 & MN004.
- 139 . Furnish and install temporary construction power system. System to consist of the following:
- a) Supply and installation of temporary transformer, switch, tempmeter section, and 1600A service panel located Northwest corner of the site off of Argyle St. with distribution throughout the site per BCI SK #16000-01 (Sheets ENT001 through ENT003).
 - b) Provide three (3) 2" conduits with pull strings from temp main service panel to all Electric Rooms on Level P-4 (Switchgear Room No. 3 and Main Electric Room No. 2, and one (1) 2" conduit with pull strings to Main Electric Room No. 1 on P-4 Level.
 - c) from each Electric Room on P-4 Level, provide one (1) additional 2" conduit to each IDF Room/Telecom Closet at the Podium/Ground Floor of each Building
 - d) Install deck cans in locations picked by Project Superintendent for temporary power cords.
 - e) Conduit and wire for cranes, placing booms, power centers and manlifts per Sheets ENT001 through ENT003. Conduit and wire size to be coordinated with equipment vendors. Conduit and wire to connect to temporary service panel. Scope includes required disconnects. At a minimum provide the following:
 - 1- 480V, 3 phase, 300 amp power to two (2) tower crane locations
 - 2- 480V, 3 phase, 30 amp power to four (4) placing boom pedestal pumps locations
 - 3- 480V, 3 phase, 100 amp power to four (4) manlift locations
 - f) 3 Phase temp power to elevators to allow build-out and testing of cabs during construction. Temp power to be same characteristics of permanent power.
- 140 . In addition to main temporary power system and distribution, provide the following:
- a) Install wiring through conduits and supply and install power distribution boxes at each floor in various locations as directed by the Project Superintendent.
 - b) Supply and install 120 temporary power boxes as required throughout the project.
 - c) Supply and install 100 feet of cord for each temp power box.
 - d) Includes maintenance of all temporary power systems throughout the duration of the project.
- 141 . In addition to the temporary power system, provide temporary lighting for the project per the following:
- a) supply and install temporary string lights in the pedestrian canopy/barricade along Hollywood Blvd. (reference Site Logistics Plan Exhibit "F")
 - b) supply and install 4 temporary power poles on Argyle Ave. with power and flood lights/security lights on each pole. In addition, provide 4 down lights on each crane tower.
 - c) Supply and install 2 down lights on each tower crane at the tail and tip
 - d) Supply and installation of 40 string lights during the garage construction. Includes installation under the formed deck before formwork stripping and after form removal during reshores.
 - e) Temp lighting at garage levels includes the early installation and use of fixtures on emergency circuits. Scope includes re-lamping of garage fixtures prior to final Punchlist, replacing damaged fixtures as required, and providing the Owner a full warranty on the light fixtures and ballast at project completion.
 - f) Supply and installation of 200 temporary string lights including 8 strings per floor down the corridors and in the stairwells complete.
 - g) Includes maintenance of all temporary lights throughout the duration of the project.
- 142 . Provide conductors per Electrical Contractor Note 6 on Sheet EN001.
- 143 . Subcontractor to furnish and install additional outlets as required to comply with code per Electrical Contractor Note 10 on Sheet EN001.
- 144 . Supply and install floor outlets in lieu of wall outlets as required at locations with full height glazing (reference RFC-Bid Question No. 62 for additional information).
- 145 . Provide a complete design-build telephone and intercom system per Telephone, Intercom & Parking Controls Note 1 on Sheet EN001 and EN700.
- 146 . Power to CSFD per Note 2 on EN221 (typical) including conduit for fire alarm wiring and controls.
- 147 . Lights and toilet exhaust fans controlled by occupancy sensors per Note 2 on Sheet EN231 (typical).
- 148 . "All electrical work required to provide power (conduit and wiring) and final connections to all VFDs (supplied by the HVAC sub) per the Mechanical Plans. Includes setting of VFD's (supplied by others), power to VFD's, and wiring between VFD and motors. Assure that conduit connections to VFD's are weather tight.
- 149 . Compliance with all power requirements and installations in accordance with all Elevator Notes on Sheet AN044 and elevator shop drawings. SUBCONTRACTOR to coordinate proper requirements prior to ordering.

- 150 . Furnish and install CATV and telephone/data backbone conduit system for wiring as required per plans, specifications, and code. Telecom (telephone & data), TV and backbone and conduit distribution system complete per Sheets EN117 and EN700. Includes conduit from POC at street to MPOE Room, and home-run conduits for telephone, CATV, and data systems between individual building telecom closets and main telephone / CATV /data board in Garage, and the following:
- a) Conduits from existing telephone manhole in Hollywood Blvd. to the panel in the Main Telecom Room/MPOE (Room P209) per EN117 and Note 1/EN700. Wiring to be installed by Utility Co. Includes all street work, traffic control, patching of asphalt and concrete, etc. as required for tie-in.
 - b) Conduits from existing pole to the panel in the Main Telecom Room/MPOE per EN117 and Note 2/EN700. Wiring to be installed by Utility Co.
 - c) Conduits and wiring from the MPOE Room to individual Telecom/IDF Closets (P1 & 4th Floor or 1st & 5th Floor depending on building) in each Building per Sheet EN700. Includes conduit and cabinets per Notes 3, 4 & 5 typical at all Telecom Closets, and wiring and punchdown as required.
 - d) Conduits and wiring from each Telecom/IDF Closet to a Terminal Cabinet in each Unit per Sheet EN700.
 - e) Telecom/TV prewiring from the unit Terminal Cabinet to each combination outlet/jack with in the units complete (see following scope item for additional unit wiring scope).
- 151 . Furnish and install complete cable for TV and telephone system from the building telecom closets to each unit and distribution throughout unit. Telephone and CATV system should include:
- a. Unit telecom outlets and wiring per notes and details on Sheet EN700 and includes; Cat5e cables and RG6 quad shielded cables to media box in each unit from electrical closet for Voice, Data & TV; One (1) 18" Media box with Voice, Data, and TV modules in each unit. Location of boxes to be coordinated with Architect during shop drawing process.
 - b. Copper telephone backbone, including main backboard at MPOE room, sub-boards at electrical closets, and cabling distribution between backboards and units.
 - c. Voice, Data, and TV cabling to Rec Room leasing area general and office spaces and other common areas as shown.
 - d. Voice, Data, and TV cabling to each Retail area and (not shown).
 - e. Provide dedicated telephone lines to each elevator machine room. Termination to of line to be coordinated with elevator subcontractor.
 - f. Dedicated main and back-up phone lines to fire alarm, elevator, and handicap lifts systems auto-dialer.
 - g. All miscellaneous hardware, devices, terminations, testing, certifications, and documentation required for a complete system.
- 152 . As part of the CATV / Tele Data, provide / finish the design of the cabling between the MPOE room and the IDF closets (currently not designed).
- 153 . Additional TV System backbone and conduit distribution system per Sheet EN700 including, but not limited, to the following:
- a) supply and install pull boxes at the roof of each building for future satellite system
 - b) supply and install conduits from each pull box to each Telecom/IDF closet in each building
- 154 . Furnish and install power/wiring and j-box to all smoke detectors as required per plans and specifications. (See Fire Alarm Scope for supply and installation of smoke detectors as part of the Fire Alarm System). Smoke detectors with the units are to be "daisy chained"/interconnected to each other.
- 155 . Telecom & TV - Provide and install ALL materials including, but not limited to: communications cable, station jacks, inserts & faceplates, cable support apparatus, cable runways, equipment racks, equipment cabinets, MDF termination components, etc. per the Contract Drawings and Specifications, and per plans and specifications.
- 156 . Stockpile all spoils generated by SUBCONTRACTOR's work. Haul off-site by others
- 157 . Engineering/structural calculations for supports for own work as required by the Project Plans and Specifications. Includes plan-check and permitting if required.
- 158 . Provide a dedicated circuit for all Fire Alarm System Control Panels per Note 6 on Sheet FAN001.
- 159 . Prior to wiring of electrical devices, Subcontractor to participate in a "box walk" with the consultants to confirm proper location of electrical boxes.
- 160 . Includes all work required to accommodate future suana heater clarifications (reference RFC-Bid Question No. 63 for additional information).
- 161 . Includes all work required to accommodate SE & SP control panels.
- 162 . Provide emergency telephone capabilities at the vertical platform lifts per Spec Section 14 42 00-2.2.1.4
- 163 . Includes all work required to accommodate BMS clarifications (reference RFC-Bid Question No. 79 for additional information).
- 164 . Includes all work required to accommodate the Parking Office HVAC panels and lighting controls.
- 165 . Includes all work required to accommodate the P4 emergency panel clarifications (reference RFC-Bid Question No. 94 for additional information).

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- 66 . Provide metal boxes at all devices, receptacles, switches, fixtures, etc. per Spec Section 26 05 33-2.4.
 - 67 . Includes computer-based, fault-current and overcurrent protection device coordination studies per Spec Section 26 05 73.
 - 68 . Provide 2 remote alarm annunciators for the Emergency Generator system per Spec Section 26 32 13-2.5.G.
 - 69 . Includes isolation and safe-off of switchgear as required to accommodate permanent power and phased TCOs.
 - 70 . Includes supply and installation of sleeves for removable guardrails in the concrete access hatch cover for DWP transformer station per AN392.
 - 71 . Furnish and install 13,000 pound electric winch at Compactor Dock per 2/AN354.
 - 72 . Includes all work as it relates to the future light fixtures at the Saunas (reference RFC-Bid Question No. 39 for additional information).
 - 73 . Includes all work to provide power for the motorized gates P232, P233, P228 and P229.
 - 74 . Furnish and install a 1/2" conduit to provide power to the phone jack in the vertical platform lift. Connect to low voltage panel where the lift is located.
 - 75 . Includes 1 1/4" conduit to fire control room per EN291.
 - 76 . Furnish and install command unit for area of refuge communication system per sheet EN581.
 - 77 . Per Detail 15 on AN053 there will need to be a two way communication system at each area of refuge. Provide a complete Rescue Assistance System with two-way communicator phone system.
 - 78 . Supply and install custom light fixture/ illuminated Area of Refuge signs labeled "AR" at all stairwell Areas of Refuge per architectural and Electrical plans per Details 13, 14, & 15 on AN053.
 - 79 . Includes J-boxes for future lighting boxes at parking entrance per EN242.
 - 80 . J-box for monitoring electronic annunciator at Fire Ctrl. Room per EN581.
 - 81 . Subcontractor to include in tower crane power requirements to provide a ground rod at the base of each crane. Including a 3rd party agency testing as required for the rod and the report must be sent to OSHA for approval. One for each Tower Crane and one test for each rod.
 - 82 . Includes Specification Section 16 50 00 - Architectural Light Fixtures.
 - 83 . Subcontractor to install grounding rods for all placing boom as required by code.
 - 84 . Includes coiling door manual start/stop control clarification (reference RFC-Bid Question No. 95 for additional information).
 - 85 . Includes clarification of garbage disposal requirements (reference RFC-Bid Question No. 99 for additional information).
 - 86 . Wall mounted fixture at stair R2 (reference RFC-Bid Question No. 92 for additional information).
 - 87 . Concrete embedded raceway materials in accordance with RFC-Bid Question No. 93.
 - 88 . Includes feeder and circuit breaker sizing at roll-up door homerun EP-P4-7,9,11.
 - 89 . Includes circuitry at Room P209.
 - 90 . Includes furnish and install Panel EPP-P4 and telephone conduit locations (see RFC-Bid Question No. 98 for additional information).
 - 91 . Includes electrical provisions for motion sensor ("Hands Free") automatic plumbing fixtures at all public restrooms as applicable (reference RFC-Bid Question No. 120 for additional information).
 - 92 . Provide conduit per keynote 6 on sheet EN700 as applicable.
 - 93 . Includes 1/2" conduit for the handicap lift to Unit LVTC per Keynote No.9 on Sheet EN563.
 - 94 . Includes 1 1/4" conduit from each LVTC in each unit to the telecom room per Keynote No.7 on Sheet EN700.
 - 95 . Includes all Electrical scope of work and coordination as referenced in specification section 083323: Overhead Coiling Doors.
 - 96 . Includes all work per specification Section 260548: Vibration Isolation & Seismic Controls for Electrical Systems.
 - 97 . Includes all work per specification section 262500: Enclosed Bus Assemblies.
 - 98 . Includes all work per specification section 262923 : Variable-Frequency Motor Controllers.
 - 99 . Includes all electrical scope of work per Specification Section 087100.
 - 00 . Includes Distribution Board TDB1-P4E schedule.

- 01 . Includes clarification on circuitry shown on Sheet EN324 and EN291 (reference RFC-Bid Question No. 116 for additional information).
- 02 . Includes light fixture Type F52 and F23 shown on Sheet EN324.
- 03 . Includes all electrical work per clarification for the lighting control system for the garage and common areas (reference RFC-Bid Question No. 117 for additional information).
- 04 . Includes clarification for CATV and Security terminal cabinets.
- 05 . Provide combination TEL/TV/Data outlet in lieu of Symbol "TV" and run 3/4" conduit to the nearest telecom closet in accordance with RFC-Bid Question No. 118.
- 06 . Furnish and install design-built Intercom System for the Area of Refuge per specifications and response to RFC-Bid Question No. 119 for additional information.
- 07 . Provide continuity testing of electrical system at all areas after drywall has been installed (prior to taping) to identify and damage to SUBCONTRACTORS system by drywall installer. Areas for testing to be selected by CONTRACTOR.
- 08 . Shop drawings for Design-Build shoring, bracing, sloping, etc. for trenches 5' - 0" or deeper per Cal/OSHA requirements. Vertical shoring shall conform with the requirements of the State of California, Division of Industrial Safety (DIS) and OSHA standards. Provide DIS excavation permit as required for SUBCONTRACTOR'S own work.
- 09 . Includes foam insulation gaskets for devices on exterior walls per detail 1/AN708.
- 10 . Devices/fixtures in accordance with keynotes indicated on Sheet EN621.

Parking Garage

- 01 . All conduit in Garage is concealed in concrete slabs, walls, and columns. Except for large feeds into electrical room, there shall be no exposed conduit. Scope includes electrical shop drawings for all conduit being placed in concrete for review by Structural Engineer.
- 02 . Furnish and install link-seal with waterstop at below grade wall penetrations.
- 03 . Parking Controls:
 - a) Provide 120V power to all gate motors and gate arms at all vehicular entries.
 - b) Provide conduit for data lines to parking booths.
 - c) Provide conduit for detector loops in concrete deck if required.
- 04 . Routing of all piping in the garage to maintain code required headroom clearances. Includes 8'-2" clearance at all handicap drive and parking areas as indicated on plans.
- 05 . All conduit in concrete slabs to be steel per Specifications Section 03 30 00. (reference RFC-Bid Questions No. 93 for additional information).
- 06 . Includes all electrical work for the garage CO System per Electrical Contractor Notes 7 & 8 on Sheet EN001. Refer also to Mechanical Plans.
- 07 . SUBCONTRACTOR understands that structural concrete decks P-5 and P-4 are PT and that no drilling or chipping will be permitted. All hangers, sleeves, supports, etc. required in these decks to be inserted in the structural deck prior to placement of concrete.
- 08 . Includes all work required to accommodate sub-slab sand and visqueen requirements (reference RFC-Bid Questions No. 2 for additional information).
- 09 . Includes all work required to accommodate fire pump power.
- 10 . Provide lighting controls in the garage per title 24 requirements.
- 11 . Supply and install all lighted lane use and turn signage at garage entry and exist per Sheet AN242.
- 12 . Parking controls in accordance with clarifications (reference RFC-Bid Question No. 110 for additional information).
- 13 . Includes (3) type 'E' exterior light fixtures at garage vehicular entrance per 2/AN575.
- 14 . Furnish and install a total of eight (8) 240V EV charging stations. Scope includes all distribution conduit & wire and supply & install of station. Location of devices not shown on plans to be coordinated with ARCHITECT. Power requirements and panel distribution to be coordinated with Electrical Engineer. Final design by Electrical Engineer.
- 15 . Provide conduit and wire for power to pay-on-foot stations. Add one additional station not shown on plans. Scope includes all provisions required to match delineated station.

- 16 . Furnish and install emergency generator, transfer switch, day tank, remote fueling station and control panel, floats, pumps, specially valves, and all accessories as required for a complete installation. Scope includes supply and installation of 16GA stainless steel and fill station surround box per detail 5/AN902. Fuel piping only between remote station and generator by others.
- 17 . Emergency generator systems complete including fuel/oil leak detection and monitoring system, and muffler for generator (installed by others) as shown on AN902 and per Specification Section 22 10 12. Includes all fuel required for testing and a full tank at time of turnover. Generator exhaust beyond muffler by others.
- 18 . Provide leak detection system for emergency generator.

Residential Buildings - Type III

- 01 . At living Units, special attention paid to the following:
 - a. One (1) each electric door bell, chime, and transformer at each entry. Provide sleeve for door bell wire at plaster condition.
 - b. Connect all bathroom exhaust fans (fan and duct by others).
 - c. Conduit through roof to condenser units for thermostat control wiring.
 - d. Coordination of electrical outlets dedicated for appliances with manufacturer (i.e. range, hood, etc.) and with cabinetry shop drawings. Scope includes required modifications for handicap units (i.e. hoodswitch, etc.)
 - e. Individual units to be "rung out" after installation of second side shear panels and again after drywall installation. Project Superintendent to be notified immediately of damage, if any."
- 02 . Elevator and elevator machinery power requirements including but not limited to the following:
 - a. Furnish and install all required 15 or 20 amp single-phase receptacles in pits and machinery spaces with ground-fault interrupters. Each pit to have its own homerun.
 - b. Provide a Three- (3) phase, electrical-feeder system with a shunt trip circuit breaker. Power to controller must include a lockable disconnect switch located in the elevator machine room.
 - c. Provide a separate 15 amp single phase branch circuit with fused disconnect switch or circuit breaker, arranged to be locked in the open position, to supply the car lights, receptacles, auxiliary lighting power source and ventilation on each car.
 - d. Conduit and wiring between elevator controller and telecommunication rooms. Scope includes a total for eleven (11) dedicated phone lines, one for each cab.
 - e. Conduit and wiring from hoistway to outside alarm bell as required by safety code.
 - f. Conduit and wiring between Fire/Life/Safety and/or other monitoring systems and elevator controller. Scope includes conduit and wiring between elevator lobby heat and smoke devices and controller to insure proper recall coordination.
- 03 . The corridors floor/ceiling assembly are open-web framing with no dropped ceilings. Subcontractor has included all work as required for installation of your work to accommodate this condition including rerouting of pipe/conduit runs as required and fire stopping for all penetrations through the assembly.
- 04 . Includes all work as required to supply and install piping through dimensional lumber (non-open web) floor/ceiling assembly joists at the 4th and 5th floor corridors.
- 05 . Installation of holiday decoration electrical outlets per Detail 19/AN851 including all stainless steel hose clamps and sealant.
- 06 . No penetrations of the building roof structure shall be located inside the "No Penetration Zone" per architectural roof plans.
- 07 . Provide electrical provisions for the saunas as shown on Sheet EN620.1. Final connections to be by sauna subcontractor.
- 08 . Provide one additional lighting circuit to each sauna (not shown on Sheet EN620R). Final connections to be by sauna subcontractor.
- 09 . LED strip lights in light coves and decorative pendant lights at lobbies per plans.
- 10 . Includes waterproof GFCI outlet and j-boxes for PTZ cameras at the roof per Electrical Roof Plans.
- 11 . Supply and install conduit to interconnect all Unit FCU's to the condensing units on the roof per Sheet Note 1 on typical electrical unit plans.
- 12 . Telephone/data and CATV at the Leasing Office per EN573-P, and Rec Room per EN620.1.
- 13 . Supply and install j-box with cover plate at the Dining area in all units per Electrical Plans and Architectural Unit Reflected Ceiling Plans.
- 14 . Supply and install all lights at the skylights.
- 15 . Supply and install all DL-103 and DL-104 lights at the ceiling of the Rec Room and common area per Sheet AN626.
- 16 . Provide power to drinking fountains at the Rec Rooms, ground floor of Building 2 lobby, and Leasing areas (even if not shown on the plans).
- 17 . Provide receptacles for proposed water submeter repeaters. Includes 10 outlets per building (40 total).

- 18 . Power (conduit, j-box, & wiring) and data to future Supergraphics Signage per plans (reference Sheets EN311 through EN324, 1/EN404). Conduit location and termination to be coordinated with supergraphics SUBCONTRACTOR.
- 19 . Supply and install flashings for all pipe/conduit penetrations through the exterior wall per Detail 5/AN804. Use of HDPE flashing or "quickflashings" as allowed and approved by the Architect.
- 20 . Provide labor and material to replace ALL electrical fixtures, outlets, switches, etc. for 4 model/mock-up units.
- 21 . Furnish and install switch above counter for range hood outlets at handicapped units, not shown on plans.
- 22 . Romex wiring type for the Type III five (5) story buildings per plans at units only per specifications and as allowable by code. (reference RFC-Bid Questions No. 100 for additional information).
- 23 . Eliminate one (1) CAT-5 cable to each bedroom.
- 24 . Provide CAT5e cabling throughout residential units in lieu of CAT6.

Live/Work Townhomes Residential - Type I

- 01 . At living Units, special attention paid to the following:
 - a. One (1) each electric door bell, chime, and transformer at each entry. Provide sleeve for door bell wire at plaster condition.
 - b. Connect all bathroom exhaust fans (fan and duct by others).
 - c. Conduit through roof to condenser units for thermostat control wiring.
 - d. Coordination of electrical outlets dedicated for appliances with manufacturer (i.e. range, hood, etc.) and with cabinetry shop drawings. Scope includes required modifications for handicap units (i.e. hoodswitch, etc.)
 - e. Individual units to be "rung out" after installation of drywall installation. Project Superintendent to be notified immediately of damage, if any.
- 02 . Includes floor boxes at Live/Work units where receptacles shown to be on storefront.
- 03 . Conduit material and layout suitable for exposed ceiling at Live/Work units.
- 04 . Subcontractor has included all work as required for installation of your work to accommodate metal stud framing and metal deck at 2nd floor structure typical of Townhouse Live/Work Units per plans and Detail 18/A705.
- 05 . SUBCONTRACTOR understands that Live/Work and similar units below the podium are Type I and will provide conduit and wiring for this type of construction per plans, specifications and as allowable by code.
- 06 . Eliminate one (1) CAT-5 cable to each bedroom.
- 07 . Provide CAT5e cabling throughout residential units in lieu of CAT6.

Retail

- 01 . Includes all work required to accommodate the retail conduit & telephone provisions clarifications (reference RFC-Bid Questions No. 97 & No. 98 for additional information).
- 02 . Includes conduit termination to retail section of switchboard as shown.
- 03 . Provide conduit between retail space and roof for future control wiring.
- 04 . Provide code minimum lighting at retail open spaces. Scope includes modifications to lighting system to accommodate demising walls for 10 tenant spaces as walls incorporated into the space.
- 05 . Design has provisions for 12 dedicated meters for the retail space. Scope includes furnish and installation of power conduits from each meter to the back of each tenant space. Final location to be coordinated with CONTRACTOR.
- 06 . Kiosk - provide conduit and wire for all power and lighting feeds to future Kiosk. Termination locations and configuration to be coordinated with CONTRACTOR/OWNER.

Site Work

- 01 . Provide conduit, wiring and fixtures at courtyards per plans. All courtyard lighting in courtyard areas per Electrical drawings. Concrete foundations by others (see alternates).
- 02 . Provide waterproof duplex (GFCI) outlet at site BBQ's/fireplaces with electric timer for automatic gas shutoff valve.
- 03 . Includes all work required to raise to grade all of the existing street light boxes as shown on the civils.
- 04 . Includes all coordination as required with the misc. iron subcontractor to conceal conduit for lights in steel trellis (see example on detail 6/AN818).

- 05 . Supply and install light at seat wall per Details F/LD202 and C/LD302.
- 06 . Includes the supply and installation of suspended string lights (F-73) mounted to catineray cabling supports at the Paseo Plaza as shown on AN581R. Scope includes supply and installation of "Catineray Cabling".
- 07 . Includes all tree mounted lights per plans including all mountings and attachments.
- 08 . Includes Integrated strip lighting underneath benches, uplights, bollard lights, etc. at the courtyards per Sheet EN281.
- 09 . Includes surface mounted accent lights mounted to poles and canopy.
- 10 . Supply and install DWP approved grade ring and concrete access hatch cover for DWP transformer station per AN392.

D. EXCLUSIONS

- 01 . Permit Fees
- 02 . Fire Alarm System
- 03 . Security System
- 04 . Traffic Signal Work
- 05 . Off-Site Power Service
- 06 . Fixture F48
- 07 . Lighting protection system listed in specification section 26 41 13
- 08 . Lights and door contacts at IDF rooms
- 09 . Dimming system in garage
- 10 . Supply and install undercabinet counter lighting in all units
- 11 . Supply and install "above-cabinet" lighting at the 4th and 5th Floor units per electrical unit plans Note 3.

E. ALTERNATES

Alternates are inclusive of all applicable labor, materials, tools, equipment, supervision, engineering, detailing, testing, permits, taxes, licensing, fees, overhead and profit, unless otherwise noted. Amounts shall remain fixed for the duration of the project and may be exercised at the CONTRACTOR'S option for the determination of changes to the Subcontract Agreement Amount.

Additive Alternates

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|------|---|----|
| 01 . | Supply and install underwater fixtures F-37 per Sheet EN281 | \$ |
| 02 . | Supply and install pool and spa lights F-27 shown on the electrical plans per Sheet EN291 | \$ |
| 03 . | Conduit for security systems per Security Plans. Scope includes conduit between control panels and remote devices; control panels and devices by others; and coordination with Owner's consultants for proper conduit routing | \$ |
| 04 . | Security System backbone/main conduit distribution system throughout the building per Sheet EN700, including but not limited to the following:
a) at least 1- 4" conduit to Main Security Control Panle per Note 6/EN700.
b) at least 1- 2" conduit from Main Security Control Panel in the Main Security Room at the Leasing area to the Main Telecom/MPOE Room
c) Supply and install conduits to all Security System devices per the Security drawings (SEC-sheets). | \$ |
| 05 . | Fire Alarm System. Subcontractor Acknowledges that the Fire Alarm System devices, wiring, and hardware MAY be provided by others. SUBCONTRACTOR to furnish and install the following as part of the electrical scope of work: a) Furnish and install Terminal Cabinets for fire alarm system. b) Provide conduit for fire sprinklers system flow switch and tamper switch wiring at exposed riser locations (at exposed runs only). Seal-tight flex as required. | \$ |
| 06 . | Includes electrical provisions for motion sensor ("Hands Free") automatic plumbing fixtures at all public restrooms as applicable (reference RFC-Bid Question No. 120 for additional information). | \$ |

07 .	Supply and install all steel lights and poles on Carlos St. per Sheet EN252.	\$
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