



TAISEI CONSTRUCTION CORPORATION

FOR THE CONSTRUCTION OF

“Project Name”

PROJECT POLICY BROCHURE

INTRODUCTION

This "PROJECT POLICY BROCHURE" represents our method of conveying pertinent information to Subcontractors, vendors or other parties with a vested interest in this project. We encourage you to examine this material promptly and notify us at once of any provisions with which you do not agree, or of any scheduled time objective with which you may not be able to support.

TAISEI CONSTRUCTION CORPORATION has a firmly established policy of maximum cooperation between all parties involved in the construction of a project. We are convinced a cooperative relationship between the Owner, General Contractor, Subcontractors and Material Suppliers is the most important element in a successful construction operation. As a Subcontractor or Material Supplier, your service and good will are essential in bringing the project to a profitable conclusion.

The first few weeks of a construction project are critical. If the job gets off to a good start, chances are the project will continue with few problems and difficulties. We need to establish our schedules, lines of communication and methods of operation early. In other words, we need to work as a team and that teamwork must start immediately. Members of the team are the General Contractor, Subcontractors, Material Suppliers, Architect/Engineer, and Owner. All of us must work together towards four main objectives:

- A. Maintaining a safe and clean work environment.
- B. Providing good quality work in compliance with plans and specifications.
- C. Keeping on schedule.
- D. Keeping costs down.

We encourage all parties to join in this project teamwork effort. In doing so, we will not only provide a project which all can be justly proud, but we will all take pleasure in our work and make it profitable for each participant.

Cordially,

TAISEI CONSTRUCTION CORPORATION

"Name"

Project Manager

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I. GENERAL INFORMATION

A. General Contractor's Organization

Taisei Construction Corporation

"Jobsite Address"

Site Phone: (xxx) xxx-xxxx Site Fax: (xxx) xxx-xxxx

Project Manager:

"Names"

Senior Project Engineer

Assistant Superintendent

Superintendent

Project Engineer

Project Engineer

Project Superintendent:

Project Administrator

Project OCIP

Project Accountant

Project Certified Payroll

Email = first initial & last name@taisei.com (no spaces, lower case)

B. Project Map "Insert Jobsite Map"

C. Jobsite Deliveries / Mail

All jobsite Mail to Taisei Construction Corporation must be addressed:

TAISEI CONSTRUCTION CORPORATION
6261 Katella Avenue, Suite 200
Cypress, CA 90630

All jobsite material deliveries to Subcontractors require 24 hours notice and must be addressed:

(Subcontractor's Name)
TAISEI CONSTRUCTION CORPORATION
6261 Katella Avenue, Suite 200
Cypress, CA 90630

Taisei Construction Corporation is not responsible to unload materials for Subcontractors/vendors unless specifically called out in the Subcontract/Purchase Agreement. Thus, material will not be accepted unless prior arrangements are made and delivery notice was issued.

All materials must be palletized or bundled. No loose material will be accepted. Coordinate the sizes and weights of pallets, skips or bundles of materials and the delivery time with the Contractor's Project Superintendent. Deliveries may be subject to rejection without confirmation of the delivery time 24 hours prior to arrival.

Immediately upon delivery, Subcontractors/vendors are to inspect the shipment to assure:

1. The product complies with the Contract documents.
2. The quantities are correct.
3. The containers and packages are intact.
4. The labels are legible.
5. The products are properly protected and undamaged.
6. Provide additional protection during handling as necessary to prevent scraping, marring, bending or otherwise damaging the product.
7. Store the products and protect it in accordance with the manufacturer's recommendations, i.e. exterior storage - provide adequate blocking to support the product to prevent distortion, damage, soiling or staining; provide adequate cover to protect products from discoloration or deterioration from exposure to the elements.
8. Store products subject to damage by the elements in substantially weather tight enclosures, maintaining required temperatures, humidity control and stored in accordance with the manufacturer's recommendations.
9. Store materials and products only where directed and previously approved by project Superintendent.
10. During storage, maintain a periodic system of inspection to ensure the stored products are adequately protected.
11. See II.B for more information on storage and hoisting.

D. Correspondence

All correspondence regarding this project should be directed to Taisei Construction Corporation's jobsite office but email is the preferred manner for basic correspondence. Taisei Construction Corporation's job number for this project is "**Project Accounting Code #**". This job number should appear on all shipping notices, accounting material and other correspondence related to this project.

II. PROJECT REQUIREMENTS

A. Introduction

The construction of a project of this size and nature requires that certain basic rules be established for the mutual benefit of the Employees and the Contractors. In this brochure, some administrative procedures and basic rules will be outlined that will help in making this a successful and harmonious project.

B. Jobsite Offices, Storage Area and Hoisting

1. Temporary Field Office: The General Contractor will provide and maintain a suitable temporary field office for his own use. Subcontractors shall make provisions for their own field office, off site unless otherwise noted. Spaces for office trailers will be made available at the site on a limited basis for major Subcontractors only. Permission must be received from Taisei Construction Corporation's Project Superintendent before locating any offices on site. Offices and all other temporary structures shall be removed from the site upon completion of the work or sooner if directed by Taisei Construction Corporation.
2. Temporary Utilities
 - a. Temporary Electrical Services - Temporary electrical distribution will be provided to the office, work and storage yard areas (if provided). The cost of installation and usage of electrical service for each Subcontractor's office and plant will be at the expense of that Subcontractor.
 - b. Temporary Toilets - Temporary chemical toilets will be provided at the work area. Any toilet(s) requiring water and sewer utilities will be plumbed at the expense of those requiring the service only after receiving prior approval by TCC. Also see 11.J.
 - c. Temporary Telephones - all Subcontractors are responsible for arranging service for their own use. However, telephone lines will be brought to the field office site location and are available on an emergency basis.
 - d. Temporary water will be provided for dust control only.
 - e. Clean Up - Each Subcontractor will be expected to clean up their office, work and storage areas and make arrangements for removal and disposal of all cartons, crates and boxes at the end of each day. An assigned and covered area will be provided for rest/break/lunch time outside the building. Eating within the building is expressly prohibited and will not be tolerated. Failure to comply and failure to keep this area clean WILL RESULT IN

BACKCHARGES. Due to the nature of accumulation of "non-specific" trash, all subcontractors are reminded to police all personnel and to report infractions to Contractor personnel. EXCESS ACCUMULATIONS WILL BE CLEANED BY CONTRACTOR AND BACKCHARGED TO ANY REASONABLY INVOLVED SUBCONTRACTORS.

3. Jobsite Storage: The Project has limited space, so "on-site" storage will be restricted to materials that will be consumed in relatively short order. All materials must be palletized or bundled. Trailer, unloading and storage locations will be coordinated by the Project Superintendent. Labor and equipment for unloading and hoisting of Subcontractors' materials and supplies at the jobsite are to be provided by the Subcontractor unless otherwise noted in the Subcontract Agreement.
4. Hoisting: In general, Subcontractors are responsible for their own lifting and hoisting needs and should provide therefore in a safe and professional manner.

C. Employee Parking Area

Parking onsite is extremely limited. Subcontractor is responsible to pay for own parking.

D. Working Hours

Working hours will be coordinated and established by the Project Superintendent.

Mon-Fri	7:00am – 5:00pm, natural light permitting. Otherwise, 7:00am – 3:30pm
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(With time exception of work disrupting campus utility service and hazardous material removal including hand out which will be conducted from 10:00pm – 6:00am)

All Other Times	At TCC's discretion to support timely completion of appropriate work tasks and upon College Project Manger's approval (72 hours in advance notice).
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E. Catering and Lunch Wagons

No catering or lunch wagons will be allowed on the project site without the approval of the Project Superintendent. A designated rest/break/lunch area will be provided. Food is to be stored or consumed only in this area. All subcontractors' are responsible for maintaining this area clean and free of trash and debris and are expected to police all personnel in this regard. See II. B.2.e. above.

F. Construction Limits

The Contract requires that we limit the use of the premises for work and storage and may allow Owner occupied facilities to continue to operate normally during the construction period. It is understood that construction activities and personnel will not be allowed to interfere with any facility's operation without prior approval and coordination with the Project Superintendent for work that must be performed.

G. Noise and Conduct

It must be understood that work will be taking place within existing college facilities and that noise and appropriate conduct by all personnel is of utmost concern. Subcontractors are advised that construction activities exceeding acceptable noise levels, as defined by the City or ELAC, will not be allowed. Subcontractors are to adjust their work and provide alternative means for accomplishing their work so as not to adversely impact the Project Schedule. Costs to perform accordingly are included within the Subcontract amount. Zero tolerance of inappropriate commentary or contact with members of the college community will be enforced. No financial or time consideration will be granted as a result of any related disciplinary actions necessitated by inappropriate behavior.

H. Protection of Existing Vegetation

Should there be trees, shrubs or vegetation on the project site called to remain, the Subcontractor shall provide protective measures as necessary to shield such vegetation from damage. Subcontractors damaging protected vegetation are responsible for the replacement of damaged areas and shall bring those areas to conform with pre-existing conditions. This site is environmentally sensitive and each Subcontractor shall contact the Project Superintendent for any clarifications of the limits of construction.

I. Housekeeping

Good housekeeping is essential to the safe and efficient progress of the job and is the responsibility of each Subcontractor. You are directly responsible for your individual work area and the debris resulting from your particular work. All work areas, stairways, walkways and storage areas shall be kept orderly and clear of obstruction and debris at all times. Additional information is located in Section VII, "Safety" and VIII, "Clean-Up." All subcontractors are responsible for maintaining this area clean and free of trash and debris and are expected to police all personnel in this regard. See II. B.2.e. above.

J. Sanitary Facilities

Adequate sanitary facilities will be provided on the jobsite and are to be used by all employees. We request your cooperation in maintaining these facilities in a clean and orderly fashion.

K. Subcontractor Daily Reports

Each Subcontractor will be required to fill out a "Subcontractor Daily Report" on a form furnished by the TCC (See XII - Sample Forms) or the Subcontractor's standard form if acceptable to TCC. Daily reports must be turned in each day to the TCC project office. Failure to comply may result in the assessment of damages by "Owner's Information" which will be passed through to the responsible Subcontractor.

If the Contract requires a Contract inspection system, it will be required that each Subcontractor submit to TCC a daily report using the format required by the Contract. Whenever tests are performed by the Subcontractor, they shall be reported as an attachment to the daily report. Up to date Daily reports are a requirement for approval of monthly requests for payment. Reports will be checked monthly before billings are released for payment.

L. Project Meetings

Weekly Subcontractor Foreman meetings will be tentatively held on TBD All meetings will be

held in an on-site conference room. Subcontractors are expected to be represented at these meetings by a responsible individual capable of making manpower and schedule commitments.

These meetings are held to review job progress, resolve problems and discuss information regarding schedules, changes or any other matters of general information. Failure of a Subcontractor to attend regularly scheduled meetings will not relieve the Subcontractor of his responsibility to perform the work or otherwise comply with instructions given out during these meeting.

Agenda - The subjects shall include, but are not limited to, the following:

1. Safety
2. Review of previous schedule
3. Review of current schedule
4. Field observations, problems and decisions
5. Construction coordination and problems
6. Progress planned during the next work week
7. Equipment requirements
8. Expected jobsite deliveries of major equipment/material
9. Submittal schedule and expediting materials
10. Risk Management Plan
11. Other current business

M. Testing and Inspections

1. Owner or Contractor Furnished

The Subcontractor/Material Supplier shall cooperate with the testing laboratory to facilitate the execution of its required services. The services of the testing laboratory shall in no way relieve the Subcontractor's/Material Supplier's obligations to perform the work per the Contract Documents.

The Subcontractor/Material Supplier will be responsible to:

- a. Cooperate with the laboratory personnel
- b. Provide access to the work
- c. Provide access to manufacturer's operation
- d. Provide adequate quantities of representational samples to be used and which require testing
- e. Furnish copies of product test reports as required
- f. Notify the laboratory sufficiently in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- g. Make arrangements with the laboratory and pay any additional re-testing or testing required for the convenience of the Subcontractor/Material Supplier.

2. Subcontractor Furnished

Any testing, not specifically performed by the Owner or TCC, required by the

Contract documents for work performed by the Subcontractor/Material Supplier, will be for their own account.

3. Subcontractor Inspections

Any required inspections are the responsibility of the Subcontractor to arrange timely (minimum notice of 36 hours) through the Contractor's Superintendent. Costs of schedule impacts resulting from Subcontractor's failure in this regard will be assessed via back charge, including liquidated damages for critical delays.

N. Protection After Installation

The Subcontractor will provide protection of stored or installed products as necessary to prevent damage from dust, weather or their operations, i.e., cover projections, wall corners and jams, sills and soffits or openings in areas used for traffic and passage or products. Protect any permanent item that might be damaged by their operations. Care shall also be exercised to prevent damage to any other areas on the site, i.e., sidewalks, parking areas, lawns or landscaping.

O. Field Measurement

The Subcontractor will be required to field verify all measurements affecting their work and is solely responsible for the dimensional correctness of all their work. Subcontractor must immediately notify Taisei Construction in writing if any errors, omissions, or discrepancies in the contract documents are discovered..

P. Security

Each Subcontractor will be responsible to continually maintain adequate protection of all his work and materials and to protect the property from injury or loss and protect adjacent property.

III. SPECIFIC ADMINISTRATIVE REQUIREMENTS

A. Submittals and Contract Documents

One set of plans and specs may be obtained from the Contractor at no charge.

- Please contact "**Project Administrator's Name**" at the corporate office for obtaining these documents.

All shop drawings and submittals will be submitted by the Subcontractor directly to the Contractor in accordance with the Contract Documents. The Subcontractor has the responsibility of insuring timely submissions and must indicate those on which prompt approvals are critically needed. Subcontractor must also review the submission to insure that it meets the Contract Drawings and Specifications and contains sufficient information on which to base professional judgments by the Architect/Engineer.

The Contractor will maintain a log of all submittals, assign a number to each one and record the date of submittal. Any deviations or substitutions to the Contract Documents must be clearly indicated in the submittals.

Submittals will be returned to the Subcontractor stamped "Approved", "Approved as Noted" or "Not Approved, Revise and Resubmit". If rejected, the Subcontractor will resubmit the item using the same log number assigned by the Contractor with a suffix A, B, C, etc. A new log entry will be made of the re-submittal and the entire procedure repeated. Normally allow a minimum of 21 days for return of submittals. One resubmitted cycle is permitted without assessment of liquidated damages.

Each submittal, drawing, certificate of compliance, equipment list, etc. shall be identified with the following information as applicable **included and stated in contract documents**.

1. Date and revision dates
2. Project title
3. The name of the Architect, Contractor, Subcontractor, Material Supplier and Manufacturer
4. Identification of product or material specifically indicated
5. Relation to adjacent structure or materials
6. Field dimensions - clearly identified as such
7. Specification Section Number - separate specification sections must be submitted separately
8. Applicable standards, such as ASTM number of Federal Specification
9. Identification of any deviations from the Contract documents
10. Approved stamp by the Subcontractor

Standard submittals from all Subcontractors are to be made prior to the start of work, are to be in a 3 ring binder and shall include:

1. Safety package consisting of appropriate annual OSHA Permit, OSHA Activity Permit for NWGA, IIPP, BMP, Hazcom program (Section VII. Below) and MSDS Package.
2. Emergency contact list with 24 hour telephone numbers.
3. Project roster with contact information.
4. Appropriate sections per Section V. below such as insurances, bond, etc.
5. Listing of project close-out documents (see Section G., XI. And XII. below).
Reference Specification Section 01330 and Section V. below for other specific submittal requirements.

B. Requests for Information (RFI)

In order to expedite Owner clarifications or approval of solutions to Contract Drawing and Specification discrepancies, and to document these changes and provide a basis for Contract change orders, it is necessary to establish a uniform procedure and control system, whereby, each issue will be documented, solved and its solution incorporated in a rapid and orderly manner.

1. Policy - All discrepancies, problems or clarification requirements pertaining to the Contract Drawings and Specifications shall be documented by the Contractor, Subcontractor and Material Suppliers in the manner described herein. In all instances, sufficient detail and information must be provided to thoroughly describe the problem and permit a rapid solution by the Architect.
2. Method of Documentation - Shall be by the "Request for Information" (RFI) System. For each problem, the originator shall thoroughly review the drawings, specifications and other requirements to determine the specific facts and definition. The originator shall document this data on the RFI form provided by the Contractor (See XII - Sample Forms) insuring that for each problem a written explanation of the problem should be presented with sketches attached for clarification (as required) and a proposed solution should be presented.
3. Each RFI shall be transmitted to the Contractor's Superintendent and Assistant Project Manager for review, coordination and overall control. The path that each RFI follows is:
 - a. The originator emails a draft RFI to the Contractor's Superintendent and Assistant Project Manager.
 - b. The Superintendent and Assistant Project Manager review the matter with the IOR, coordinates and submits the RFI, if valid, to the Construction Manager (CM).
 - c. The CM and Architect review and return the RFI to the Contractor for action.
 - d. The Contractor distributes each answered RFI for appropriate action to the Contractor's, Subcontractor's or Material Supplier's personnel.
4. RFI Usage - the RFI system is intended to document in detail and to correct all discrepancies that may arise during the course of shop drawing preparation or fabrication prior to construction, transmit this data to the Architect and serve as a design liaison between the Subcontractor, Material Supplier, Contractor, Architect and Owner. In no instance may an RFI be used to incorporate a change unless so authorized by the CM/Architect by signature on the face of the RFI and as then so directed by the Contractor's personnel. Specifically, an answered RFI that proposes a design change in the solution to a stated problem may only be incorporated by the express direction of the Contractor's Project Manager and Engineer. If a cost impact is determined by the Subcontractor or Material Supplier, it shall be the Subcontractor/Supplier's sole responsibility to notify Taisei Construction Corporation within five (5) working days of receipt.

C. Insurance Requirements

During the term of the Contract, the Contractor and each Subcontractor shall, at their own expense, purchase and maintain insurance in companies properly licensed and satisfactory to the Owner. The coverages shall be in accordance with the Contract Documents.

General Liability, Workmen's Comp and Builder's Risk Insurance will be provided by the Owner under an OCIP Policy. See other Exhibits or Attachments for details and exclusions.

Subcontractors shall furnish the Contractor Certificates of Insurance for auto and off site operations prior to commencement of work. All insurance certificates shall name Taisei Construction Corporation and Los Angeles Community College District as additional insured on a primary basis.

D. Contract Time and Completion

Subcontract agreement must be returned promptly, but no later than ten (10) business days from the time the subcontract is received. One month is allowed from the start of construction to complete submittals critical in the first 6 months of work. The start of construction is based upon Taisei Construction Corporation's receipt of the Notice to Proceed and has been established on TBD. Times of completion are to be derived and confirmed by the Subcontractor from TCC's construction schedule.

E. Scheduling

The project will be controlled and monitored by using an overall CPM project schedule. All Subcontractors and Material Suppliers will be required to adhere to the schedule in Exhibit E of the Subcontract Agreement. Work simultaneously in multiple areas is required.

Each Subcontractor and Material Supplier must place their orders for material and equipment immediately and obtain a commitment for a firm delivery, in timely support of the Contractor's schedule, at the time of the order. The Contractor's Project Engineer is to be notified of all delivery dates. Should a Subcontractor/Material Supplier fail to achieve the dates on the schedule, all special shipping, all additional crews or any premium time for the Subcontractor or of subsequent crafts necessary to offset delays (by sole determination of the Contractor) shall be charged to the Subcontractor/Supplier.

The schedule is to be cost loaded and no activity is to exceed 15days duration. The values submitted are to be rounded off to the nearest \$100. The information is required in the first 15d of the Contract time. Liquidated damages may be assessed for failure to comply with this requirement

F. Delays and Extensions of Time

No extension time will be granted by the Owner, unless a written claim for an extension of time is presented by Taisei Construction Corporation to the Owner within five (5) days after delay commences. No extension of Contract time will be allowed for the correction of faulty work. All Subcontractor's requests for extension of time must be submitted to the Contractor within three (3) days after the delay commences to provide the Contractor sufficient time within which to make a request for extension to the Owner.

G. Project Record Documents

The Contractor will maintain a complete record of as-built drawings, specifications, approved shop drawings, product data and samples at the field office. The set of as-built drawings will keep track of progress and of all variations that differ from the Contract Documents. Each Subcontractor must record all of its own information concurrently with the construction process and not conceal any work until the required information is recorded. Each Subcontractor must

legibly mark the drawings to record the actual construction variations, record all field changes or change orders that affect your work's dimensions and details, record the manufacturer, trade name, catalog number and Material Supplier of each product and item of equipment actually installed. It is mandatory that "as-built" drawings be kept up to date as the job proceeds. The Contractor will check to insure that annotations have been completely made before processing each monthly payment estimate.

IV. PAY APPLICATIONS / REQUESTS

A. Schedule of Values

The Subcontractor will submit a complete cost loaded schedule of their work to the Contractor on the form provided for each **scheduled activity**. The values will be broken out and scheduled in accordance with the requirements of the Contract plans, schedule, and specifications. Minimally, the breakdown will have a labor and material/equipment component for each building by floor. Manpower and major equipment items must be noted with each activity. This breakdown loaded into the schedule, after being reviewed and agreed to by the Contractor, will be progressed monthly and will become the basis for Monthly Subcontractor Progress Payment Application. (See Section XII – F.2: in light of the cost loaded schedule, Subcontract Amount shall be entered on this form as a lump sum roll-up of the updated progress).

B. Monthly Progress Pay Application

1. By the 20th day of each billing month, the Subcontractor shall submit a draft schedule update of their work to be completed through the end of the month, to the TCC Project Superintendent for approval using the appropriate sheets of the Contractor's master schedule. The Subcontractor's estimate of the percentage of completion shall be subject to final review and approval by the Contractor.
2. By the last day of the billing month, Taisei Construction Corporation Jobsite personnel will approve and deliver all Subcontractor payment applications to Taisei Construction Corporation's main office.
3. By the 5th of the following month, the Subcontractor will submit original invoices, conditional releases for themselves and their suppliers for the current billing month and also will submit unconditional releases for themselves and their suppliers for the previous month to Taisei Construction Corporation's jobsite office, all conforming to the approved draft referenced in Item 1 above.
4. When the General Contractor has received payment from the Owner and the Subcontractor's Application for Payment and all supporting documentation are in accordance with the Contract Documents, payment shall be made to the Subcontractor. The amount paid pursuant to each Application for Payment shall be 90% of the amount owed to the Subcontractor based on the percentage for completion of the Work for the Application Period. The Contractor shall be entitled

to retain 10% of the value of the Work completed to assure the faithful performance of the Contract Documents by the Contractor (hereinafter referred to as the "Retainage"). Any retainage shall be paid to the Contractor at the time of final payment.

C. Partial Payment for Stored Items

If the Contract Specifications allow for, and a Subcontractor/Material Supplier is desiring payment for, materials stored, they will be required to submit the purchase order or executed invoice showing the materials have actually been paid for and properly stored on site or at a named and addressed location. Stored materials must be noted. Special insurance requirements may be applicable or required.

D. Additional Items Required

The attached form "Monthly Payment Application Checklist" (See XII - Sample Forms F.1.) will be reviewed for compliance with each request for payment. The Subcontractor or Supplier will be notified of any unsatisfactory items. Prompt correction of unsatisfactory items is required to avoid delays of payments.

NOTE: The pay estimate will be processed for payment ONLY after satisfactory completion of the items on the "Monthly Payment Application Checklist", and only one time per month.

V. SUBCONTRACTOR'S ADMINISTRATIVE CHECKLIST

A. Initial Requirements (within 5 days of notice by Contractor)

1. Complete application for OCIP coverage (Include all Sub-subcontractors).
2. Certificates of Public Liability and Property Damage Coverage for offsite operations.
3. Certificates of Auto Liability Insurance.
4. Payment and Performance Bond (if required by the Subcontract).
5. Return properly executed Subcontract or Purchase Order to Contractor after 2 days review.
6. Submit delivery and work schedule activities with associated cost and manpower values.
7. Submit W-9 Form.
8. Submit Subcontractor's IIPP
9. Participate in a Job Hazard Analysis (see VII.B)
10. Project Labor Agreement

B. Daily, Weekly and Monthly after Commencing Work

1. Submit "Subcontractor Daily Reports" and enter same in Contractor's Expedition Program, if required.
2. Update Contractor's as-built record set weekly or as otherwise directed.

3. Submit, review and gain timely approval of updated cost loaded schedule by the 20th of each month. **Progress Schedule/Payments not received by the Contractor at the jobsite by the above date will not be processed until the following month.** Approved values are to be rolled up into the attached form F2.
4. Advise the Contractor in writing of any delay in the work, regardless of cause, which might affect the project and the completion schedule.

C. Final / Project Closeout

1. Furnish any guarantees, warranties or bonds required.
2. Furnish any operation/maintenance manuals required.
3. Submit attic stock and as-built drawings as required.
4. Request final payment (not including retainage) on the forms provided with the Subcontract/Purchase Agreement.
5. Submit separate Subcontractor Payment Application form covering retainage only on forms provided.
6. Submit a Conditional Upon Final Payment Lien Release on forms provided.

VI. MUTUAL RESPONSIBILITY

The Contractor and Subcontractors shall afford other Subcontractors and separate Contractors reasonable opportunity for the controlled layout, introduction and storage of their materials and equipment for the execution of their work, and shall connect and coordinate their work with others as required. Each Subcontractor will, by their Subcontract, maintain the same construction pace as the overall project schedule requires.

If any part of the Subcontractor's work depends, for proper execution or results, upon the work of the Contractor, any separate Contractor or Subcontractor, the Subcontractor shall, prior to proceeding with the work, promptly report to the Contractor any apparent discrepancies or defects that render it unsuitable for the proper execution of the Subcontractor's work. Failure of the Subcontractor to make such a report shall constitute an acceptance of the work as fit and proper.

Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. Any Subcontractor's material improperly stored on site, if in the way of another Subcontractor, shall be relocated by Subcontractor. If not present on site at the time relocation of material is required, Subcontractor shall be notified by Taisei Construction Corporation and shall perform material relocation within 24 hours if schedule permits. If Subcontractor is not able to perform relocation within 24 hours, the material may be moved by that party requiring access. Any costs arising from the relocation of this material shall be adjusted against Subcontractor's contract amount.

The Subcontractor shall coordinate their work with the work of other Subcontractors in accordance with the overall project plan and schedule. If the Contractor determines that the Subcontractor is failing to coordinate their work with the work of the other Subcontractors, and is, thereby impeding the progress of other Subcontractor's work, the Contractor may withhold payments due, in which event the Contractor may have the work completed by other means and the Subcontractor and their surety remain liable to the Contractor in the same manner and to the same extent in accordance with the provisions of the Subcontract. The Subcontractor shall indemnify and hold the Contractor harmless from all reasonable costs incurred by the Contractor in accelerating the other

Subcontractors, and from all other claims, demands, judgments, or other obligations incurred by the Contractor as a result of the Subcontractor's failure to coordinate with the work of other Subcontractors.

VII. SAFETY – see Exhibit C

VIII. CLEAN-UP (see also II. B. & I. Project Requirements)

It is each Subcontractor's responsibility to make arrangements to remove all layout markings, scraps, cartons, crates and boxes at the end of each day. Please inform your Superintendent or foremen of this requirement.

Should any Subcontractor fail or refuse to perform their own clean-up, the Project Superintendent shall cause this work to be performed by others, and the entire cost thereof will be assigned to the party responsible. Such decisions and actions of the Project Superintendent shall be final in determining when the safety and good order of the project require clean-up to be performed, as well as which party shall be responsible for the conditions requiring clean-up. All subcontractors' are responsible for maintaining the area clean and free of trash and debris and are expected to police all personnel in this regard. See II. B.2.e. above.

Given the high profile nature and the public interfaces involved in this project, daily clean-up and housekeeping shall be assigned high priority by all members of the project team.

Also, each Subcontractor is to provide one or more persons weekly (pro-rated in regards to Subcontractor's scope of work, trash generated, time spent on site), for and at the discretion of the Project Superintendent, for the formulation of a composite clean-up crew. This person is not a substitute for the daily clean up that is expected from each Subcontractor.

IX. SUBSTANTIAL COMPLETION

When the Subcontractor considers their work is substantially complete, they shall submit to the Contractor written notice that the work or designated portion thereof, is substantially complete and provide a list of items remaining to be completed or corrected.

Within a reasonable time after receipt of such notice, the Contractor will make an inspection to determine the status of completion. The Contractor will then notify the Owner.

Should the Contractor or Owner determine that the work is not substantially complete; the Contractor will notify the Subcontractor giving the reasons therefore, the Subcontractor shall remedy the deficiencies in the work and send a second written notice of substantial completion. The Owner and Contractor will re-inspect the work.

X. FINAL INSPECTION

When the Subcontractor considers the work is complete, they shall submit written certification that:

1. The Contract documents have been reviewed and the work has been inspected and completed in accordance with the documents.
2. The equipment and systems have been tested in the presence of the Owner's representative and are operational.
3. The work is completed and ready for final inspection.

Should the Owner or Contractor consider that the work is incomplete or defective, they will notify the Subcontractor in writing, listing the incomplete or defective work; the Subcontractor shall take immediate steps to remedy the stated deficiencies and send a second written certification that the work is complete; the Contractor and Owner shall re-inspect the work.

XI. SUBCONTRACTOR'S CLOSE-OUT SUBMITTALS (PER CONTRACT DOCUMENTS (see also III. g Project Record Docs)

- A. Evidence of compliance with the requirements of governing authorities.
- B. Project record documents.
- C. Operation and maintenance data and training of the Owner's personnel.
- D. Spare parts, attic stock and verification of turn-over.
- E. Warranties
- F. Evidence of payment and release of liens.
- G. Consent of Surety for Final Payment. (If bonds are required by the Subcontract).
- H. Verification of completed punch lists
- I. Submit a final payment application and a billing for retainage.
- J. Final Application shall reflect all adjustments to the Subcontract sum:
 1. The original Contract sum
 2. Additions and deductions resulting from:
 - b. Previous change orders (all signed and returned)
 - c. Allowances
 - d. Unit prices
 - e. Deductions for uncorrected work
 - f. Penalties and bonuses
 - g. Deductions for liquidated damages
 - h. Deductions for re-inspection payments
 - i. Other adjustments
 3. Total Contract sum, as adjusted
 4. Previous payments
 5. Sum remaining due

XII. SAMPLE FORM INDEX

- A. Subcontractor's Daily Report
- B. Request for Information
- C. Subcontractor Weekly Safety Meeting
- D. Job Hazard Analysis
- E. Guarantee Letter (general warranty)
- F. Progress Payment Forms (additional forms are provided within the Subcontract/Purchase Agreement)

1. Monthly Application Checklist
2. Schedule/Payment Application Form

- G. Letter of Ascent
- H. Request for Craft Employees
- I. Core Employee List
- J. Community Economic Development Program Outreach Contractor/Consultant Identification Form OR-0140.
- K. Community Economic Development Program Outreach Business Categories Form OR-150.
- L. Insurance Credit Worksheet (AON Form-1)
- M. Enrollment Application (AON Form-3)
- N. LACCD Intern Program
- O. LACCD Jobs Program

XIII. Exhibit J – Parking Area – N/A

SAMPLE FORM

SAMPLE FORM

TAISEI CONSTRUCTION CORPORATION

6261 Katella Ave., Ste. 200
Cypress, CA 90630

Phone: (714) 886-1530
Fax: (714) 886-1550

REQUEST FOR INFORMATION
No. _____

PROJECT: "Project Name"

DATE:
REQUIRED:

TITLE:

TO:

URGENT (1 day turnaround)

ROUTINE (3 day turnaround)

STANDARD (5 day turnaround)

Tel:

Fax:

COST IMPACT **YES** **NO**

REQUEST:

SCHEDULE IMPACT **YES** **NO**

Requested By:

Signed: _____

Date: _____

All Subcontract cost impacts resulting from this response shall be submitted in writing to Taisei Construction Corporation within FIVE (5) business days of receipt. Statement of additive cost impacts submitted after this time shall not be acknowledged.

ANSWER:

Answered By:

Signed: _____

Date: _____

SUBCONTRACTOR WEEKLY SAFETY MEETING

TO: Taisei Construction Corporation
Job # "Project Name"

SUBCONTRACTOR: _____

DATE: _____

In accordance with Contract Document requirements, we advise that on the date shown above we held a safety meeting for our personnel on this project and conducted the meeting as follows:

Number of Craftsmen and/or laborers present: _____

Number of Supervisors and/or Foremen present: _____

Work Hazards Pointed Out:

Previous Accidents Discussed:

Safety Directives Issued:

Remarks: (use reverse side as necessary)

BY:

Subcontractor's Supervisor in Charge

[SUBCONTRACTOR LETTER HEAD]

WARRANTY FORM



LOS ANGELES COMMUNITY COLLEGE DISTRICT
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT
 PROPOSITION A/AA BOND PROGRAM

The following is a warranty and guarantee by the undersigned, _____ for the _____ (“Warranted Work”), installed at _____ (“Project”). Capitalized terms not defined herein shall have the meanings assigned to them in the Contract Documents applicable to the Warranted Work at the time it was furnished and installed at the Project.

The undersigned hereby warrants and guarantees that (1) the Warranted Work (including, without limitation, all pieces and parts thereof that are incorporated into the Warranted Work), unless otherwise expressly permitted or required by the Contract Documents, is of first-class quality and new; and (2) the Warranted Work conforms with the requirements of the Contract Documents and Applicable Laws; and (3) the Warranted Work is and will remain free of defects appearing within a period of _____ (_____) year(s) from _____, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Warranted Work is found not in compliance with the terms of this warranty, then District shall have the right, after expiration of a reasonable period of time (not later than _____ (_____) calendar days) following mailing by regular mail of notification by the District to the undersigned at its last known or reputed address, to proceed to have the Warranted Work repaired, replaced or otherwise made good, to whatever extent necessary, to make the Warranted Work comply with the terms of this warranty.

The responsibility of the undersigned under this warranty includes, without limitation, replacement, removal and repair not only of the Warranted Work, but also related or adjoining portions of work, equipment, materials or property as necessary to provide access for correction of the Warranted Work, as well as any other loss or damage (including, without limitation, economic loss) resulting directly or indirectly to District from the failure of the Warranted Work to comply with the terms of this warranty. All cost, expenses, damages and other losses to District due to the failure of the Warranted Work to comply with the terms of this warranty shall be deemed to be expenses of undersigned and shall be paid by the undersigned to the District upon demand.

Countersigned	
«Company»	«Company»
«Street_Address»	«Street_Address»
«City», «Account» «ZIPPostal_Code»	«City», «Account» «ZIPPostal_Code»
By:	By:
(Signature of Subcontractor or Supplier)	(Signature of General Contractor)

Representatives to be contacted for service:

Name:	
Address:	
Phone No.:	

END OF SECTION 0178

MONTHLY PAYMENT APPLICATION CHECKLIST: J-1

ALL ITEMS MUST BE COMPLETED PRIOR TO RELEASE OF MONTHLY PROGRESS PAYMENTS

Complete Y/N

	1	Contract or Purchase Agreement has been executed.
	2	Bonds have been executed (if applicable).
	3	Change Estimate Pricing has been submitted for changes to Contract Scope.
	4	Change Orders have been signed and returned.
	5	All Claim Notices or "Backcharge" issues for the current month have been submitted and resolved.
	6	Daily Reports completed and turned in.
	7	Evidence of Weekly Safety Tool Box Meetings are submitted.
	8	Insurance is current and reflects the additional insured.
	9	Any accident has been reported to TAISEI CONSTRUCTION CORPORATION.
	10	As-Builts are up to date.
	11	Subcontractor's submittal status is satisfactory.
	12	Schedule update information has been submitted, reviewed and approved.
	14	Monthly billing, OCIP and Worker Comp payroll reports, Certified Payroll, DAS-140, and any other required forms as may be enumerated herein are submitted.
	15	TCC'S conditional and unconditional lien releases as appropriate.

**ATTACHMENT J-1
PAYMENT APPLICATION FORM**

TAISEI CONSTRUCTION CORPORATION

Attachment J-2 Schedule of Values attached

Project:	<u>Nickel City</u> <u>1075 Beach Blvd. Stanton CA</u>	Subcontract No.:	<u>909CAP-16000</u>
Trade:	<u>Electrical</u>	Application Date:	<u>29-Mar-99</u>
Subcontractor:	<u>Continental Electric Systems</u>	Request #:	<u>1</u>
Telephone No.:	<u>(949) 722-6247</u>	Contract Date:	<u>17-Mar-99</u>
Fax No.:	<u>(949) 722-1054</u>		

TOTAL AMOUNTS:

Contract Amount	\$44,500.00
Net Amount of CO's	<u>\$6,114.50</u>
Adjusted Contract Total	<u>\$50,614.50</u>

VALUE OF WORK COMPLETED:

Base Contract Work Completed	<u>\$13,350.00</u>
Change Order Work Completed	<u> </u>
Total Value to Date of Request	<u>\$13,350.00</u>

DEDUCTIONS:

Retained	<u>10 %</u>	<u>\$1,335.00</u>
Total of Previous Payment(s)		<u> </u>
Other (Hoist & Back charges)		<u> </u>
Total Deductions		<u>\$1,335.00</u>

PAYMENT REQUEST - THIS APPLICATION \$12,015.00

I certify that the above amounts are correct and just and that payment for the amount requested has not been received.

Approved for Payment
TAISEI CONSTRUCTION CORPORATION

Signed: _____
Continental Electric Systems

Signed: _____

Date: _____

Date: _____