FACILITIES LEASE

For all or a portion of the following Site:

Spruce Elementary School Modernization Project
501 Spruce Ave, South San Francisco, CA 94080
APN: 012-161-050
012-292-260

By and between

South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080

And

[Contractor/Developer]
[Address]

Dated as of_____, 20_

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FACILITIES LEASE

This facilities lease ("Facilities Lease"), dated as of , 20 ("Effective Date"), is made and entered into by and between [Name of Contractor/Developer] ("Contractor/Developer"), a [California corporation] duly organized and existing under the laws of the State of [California], as sublessor, and South San Francisco Unified School District, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

RECITALS

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease a site to a Contractor/Developer and to have that Contractor/Developer develop and construct the project on the site and to lease back to the District the completed project and site; and

WHEREAS, on the date hereof, the District has leased to Contractor/Developer, a parcel of land located at 501 Spruce Ave, South San Francisco, CA known as Spruce Elementary School particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by reference ("Site"); and

WHEREAS, District and Contractor/Developer have executed a site lease at the same time as this Facilities Lease whereby the District is leasing the Site to Contractor/Developer ("Site Lease"); and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the Site which will include construction of improvements to be known as the **Spruce Elementary School Modernization Project** ("Project"); and

WHEREAS, District has retained **DSK Architects** ("Architect") to prepare plans and specifications for the Project ("Plans and Specifications") and to act as the Design Professional in General Responsible Charge for the Project; and

WHEREAS, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Contractor/Developer and by simultaneously entering into this Facilities Lease under which the District will lease back the completed Project and site from Contractor/Developer and if necessary, make Lease Payments; and

WHEREAS, the District further acknowledges and agrees that it has entered into the Site Lease and the Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students and to utilize its facilities proceeds expeditiously; and

WHEREAS, this Site Lease and Facilities Lease are awarded based a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and

published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

WHEREAS, the selection of Contractor/Developer was conducted in a fair and impartial manner; and

WHEREAS, Contractor/Developer has reviewed the Lease Documents; and

WHEREAS, Contractor/Developer represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease and all those conditions precedent do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Facilities Lease; and

WHEREAS, Contractor/Developer is authorized to lease the Site as lessee and to develop the Project by constructing the Project on the Site and to lease the completed Project and Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

TERMS

1. Definitions

In addition to the terms and entities defined above or in subsequent provisions, and unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

1.1 "**Contractor/Developer**" or "**Lessor**" means_____, a [California corporation], organized and existing under the laws of the State of [California], Contractor's license number_____issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code, and its successors and assigns.

1.2 "**Contractor/Developer's Representative**" means the Managing Member of Contractor/Developer, or any person authorized to act on behalf of Contractor/Developer under or with respect to this Facilities Lease.

1.3 "**Contract Documents**" are defined in **Exhibit D** to this Facilities Lease.

1.4 "**District**" or "**Lessee**" means the South San Francisco Unified School District, a school district duly organized and existing under the laws of the State of California.

1.5 "**District Representative**" means the Superintendent of the District, or any other person authorized by the Governing Board of the District to act on behalf of the

District under or with respect to this Facilities Lease.

1.6 "**Permitted Encumbrances**" means, as of any particular time:

1.6.1 Liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid;

1.6.2 The Site Lease.

1.6.3 The Facilities Lease.

1.6.4 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease.

1.6.5 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Contractor/Developer and the District consent in writing which will not impair or impede the operation of the Site.

2. Exhibits

The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

2.1 Exhibit A - Legal Description of the Site: The description of the real property constituting the Site.

2.2 Exhibit B - Description of the Project Site: The map or diagram depiction of the Project site.

2.3 Exhibit C - Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions: A detailed description of the Guaranteed Maximum Price and the provisions related to the payment of that amount to Contractor/Developer, including Attachment 3, the Schedule of Lease Payments and Payoff Dates and Amounts.

2.4 Exhibit D - General Construction Provisions: The provisions generally describing the Project's construction.

2.5 Exhibit D-1 – Special Conditions Provisions: The provisions describing conditions specific to the Project's construction.

2.6 Exhibit E - Memorandum of Commencement Date: The Memorandum which will memorialize the commencement and expiration dates of the Lease Term.

2.7 Exhibit F – Preliminary Construction Schedule

2.8 Exhibit G – Preliminary Schedule of Values

2.9 Exhibit H– Subcontractor Procurement Process

2.10 Exhibit I - General Requirements

2.11 Exhibit J – Project Reference List

2.12 Exhibit K – Revisions to Contract Documents- use at GMP Phase

2.13 Exhibit L –Preliminary Construction Services Agreement

3. Lease of Project and Site

3.1 Contractor/Developer hereby leases the completed Project to the District, and the District hereby leases said completed Project and Site from Contractor/Developer upon the terms and conditions set forth in this Facilities Lease.

3.2 The leasing by Contractor/Developer to the District of the completed Project and Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease. Contractor/Developer shall continue to have and hold a leasehold estate in the Site pursuant to the Site Lease throughout the Term thereof and the Term of this Facilities Lease.

3.3 As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

4. Term

4.1 Facilities Lease is Legally Binding

This Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Facilities Lease. The "Term" of this Facilities Lease for the purposes of District's obligation to make Lease Payments shall commence on the date when Contractor/Developer delivers possession of the Project to District and when all improvements to be provided by Contractor/Developer are determined by the District to be completed as set forth in **Exhibit D** to this Facilities Lease.

Unless earlier terminated pursuant to the provisions of the Contract Documents, the Term of this Facilities Lease for the purposes of District's obligations to make Lease Payments shall terminate [one (1) year] thereafter or upon payment of the final lease payment.

4.2 After Contractor/Developer has completed construction of the Project and the District has accepted the Project, the Parties shall execute the Memorandum of Commencement Date attached hereto as **Exhibit E** to memorialize the commencement date of the Lease Payments and expiration date of the Term. Notwithstanding this Term, the Parties hereby acknowledge that each has obligations, duties, and rights under this Facilities Lease that exist upon execution of this Facilities Lease and prior to the beginning of the Lease Payment obligations.

4.3 The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

4.3.1 An Event of Default by District as defined herein and Contractor/Developer's election to terminate this Facilities Lease as permitted herein; or

4.3.2 An Event of Default by Contractor/Developer as defined herein and District's election to terminate this Facilities Lease as permitted herein; or

4.3.3 Consummation of the District's purchase option pursuant to the Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions indicated in **Exhibit C** ("Guaranteed Maximum Price Provisions"); or

4.3.4 A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated more specifically herein; or

4.3.5 Damage or destruction of the Project, only if the Term is ended as indicated more specifically herein.

5. Payment

In consideration for the lease of the completed Project and Site by Contractor/Developer back to the District and for other good and valuable consideration, the District shall make all necessary payments pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C.**

6. Title

6.1 During the Term of this Facilities Lease, the District shall hold fee title to the Site, including the Project, and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.

6.2 During the Term of this Facilities Lease, Contractor/Developer shall have a leasehold interest in the Site pursuant to the Site Lease.

6.3 During the Term of this Facilities Lease, Contractor/Developer shall hold title to the Project improvements provided by Contractor/Developer which comprise fixtures, repairs, replacements or modifications thereto.

6.4 If the District exercises its Purchase Option pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** or if District makes all necessary payments under the Guaranteed Maximum Price Provisions indicated in **Exhibit C**, all right, title and interest of Contractor/Developer, its assigns and successors in interest in and to the Project and the Site shall be transferred to and vested in the District at the end of the Term. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer; provided, however, that Contractor/Developer agrees to execute any instrument requested by District to memorialize the termination of this Facilities Lease and transfer of title to the Project.

7. Quiet Enjoyment

Upon District's possession of the Project, Contractor/Developer shall thereafter provide the District with quiet use and enjoyment of the Project, and the District shall during the Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Contractor/Developer, except as otherwise may be set forth in this Facilities Lease. Contractor/Developer will, at the request of the District and at Contractor/Developer's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent Contractor/Developer may lawfully do so. Notwithstanding the foregoing, Contractor/Developer shall have the right to inspect the Project and the Site as provided herein.

8. Representations of the District

The District represents, covenants and warrants to Contractor/Developer as follows:

8.1 Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

8.2 Authorization

The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder and has duly authorized the execution of this Facilities Lease.

8.3 No Violations

Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

8.4 Condemnation Proceedings

8.4.1 District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Facilities Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Facilities Lease.

8.4.2 If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent it may lawfully do so, District agrees that the financial interest of Contractor/Developer shall be as indicated in this Facilities Lease.

9. Representations of Contractor/Developer

Contractor/Developer represents, covenants and warrants to the District as follows:

9.1 Due Organization and Existence

Contractor/Developer is a [California company] duly organized and existing under the laws of the State of [California], has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to lease, lease back, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

9.2 Authorization

Contractor/Developer has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder and has duly authorized the execution of this Facilities Lease.

9.3 No Violations

Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Contractor/Developer is now a party or by which Contractor/Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Contractor/Developer, or upon the Site, except Permitted Encumbrances.

9.4 No Bankruptcy

Contractor/Developer is not now nor has it ever been in bankruptcy or receivership.

9.5 No Encumbrances

Contractor/Developer shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Site, and shall not mortgage or encumber the Site, except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Contractor/Developer's financing the construction of the project.

9.6 Continued Existence

Contractor/Developer shall not voluntarily commence any act intended to dissolve or terminate the legal existence of Contractor/Developer, at or before the latest of the following:

9.6.1 Eighteen (18) months following completion of the Project.

9.6.2 One (1) year following expiration or earlier termination of the Term.

9.6.3 After dismissal and final resolution of any and all disputes between the Parties and/or any third-party claims related, in any way, to the Project.

While the lease documents are in effect, Contractor/Developer shall give District one hundred twenty (120) days written notice prior to dissolving or terminating the legal existence of Contractor/Developer.

10. Preliminary Construction Services

Contractor/Developer shall perform all Preliminary Construction Services as described in *Exhibit L – Preliminary Construction Services Agreement*.

11. Construction of Project

11.1 Construction of Project

11.1.1 Contractor/Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed that the Contract Time for this Project shall be [days in words] ([days in numbers]) calendar days, commencing with the date upon which the Facilities Lease and the Site Lease are fully executed and delivered to both Parties and ending with completion of the Work which will occur no later than [Date] ("Contract Time"). The Construction Schedule must be approved by the District.

11.1.3 Schedule of Values

Contractor/Developer will provide a schedule of values, approved by the District, which will be attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District.

11.1.4 Liquidated Damages

Time is of the essence for all work Contractor/Developer must perform to complete the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor/Developer's delay; therefore, Contractor/Developer agrees that it shall pay to the District the sum of **three thousand Dollars ($3000.00)** per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.1.4.1 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.2 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due Contractor/Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in **Exhibit D**.

11.1.4.3 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

11.1.5 Guaranteed Maximum Price

Contractor/Developer will cause the Project to be constructed within the GMP as set forth and defined in the GMP provisions in **Exhibit C,** and

Contractor/Developer will not seek additional compensation from District in excess of that amount.

11.1.6 Modifications

If the DSA requires changes to the Contract Documents submitted by District to Contractor/Developer, and those changes change the construction costs and/or construction time for the Project, then those changed costs or time will be handled as a modification pursuant to the provisions of **Exhibit D**.

11.1.7 Labor Compliance Monitoring and Enforcement by Department of Industrial Relations

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor/Developer specifically acknowledges and understands that it shall perform the Work of this Contract while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code.

12. Maintenance

Following delivery of possession of the Project by Contractor/Developer to District, the repair, improvement, replacement and maintenance of the Project and the Site shall be at the sole cost and expense and the sole responsibility of the District, subject only to all punch list items and warranties against defects in materials and workmanship of Contractor/Developer as provided in **Exhibit D**. The District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear. The District waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Facilities Lease.

13. Utilities

Following delivery of possession of the Project by Contractor/Developer to District, the cost and expenses for all utility services, including, but not limited to, electricity, natural gas, telephone, water, sewer, trash removal, cable television, janitorial service, security, heating, water, internet service, data transmission, and all other utilities of any type shall be paid by District.

14. Taxes and Other Impositions

All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Site and the improvements thereon, charged to or imposed upon either Contractor/Developer or the District or their respective interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on Contractor/Developer, its successors and assigns, by virtue of this Facilities Lease or the Site Lease, District shall pay such possessory interest tax directly, if possible, or shall reimburse Contractor/Developer, its successors and assigns for the full amount thereof within forty-five (45) days after presentation of proof of payment by Contractor/Developer.

15. Insurance

15.1 Contractor/Developer's Insurance

Contractor/Developer shall comply with the insurance requirements as indicated here and in **Exhibit D-1**, if applicable.

15.1.1 Commercial General Liability and Automobile Liability Insurance

15.1.1.1 Contractor/Developer shall procure and maintain, during the life of the Project, Commercial General Liability Insurance in a form at least as broad as Insurance Services (ISO) Form CG 00 01 that shall protect Contractor/Developer, its agents, representative, employees, or subcontractors, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) from all claims for products and completed operations, property damage, bodily injury and personal injury, death, advertising injury and medical payments arising from, or in connection with, the performance of the Work of the Project within the Contract Documents at the required limits, or Contractor/Developer shall procure and maintain these coverages separately. Contractor/Developer shall procure and maintain Automobile Liability in a form at least as broad as ISO Form CA 0001 covering Code 1 (any auto) at the required limits, or Contractor/Developer shall procure and maintain these coverages separately.

15.1.1.2 Contractor/Developer's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars ($5,000) for deductible or twenty-five thousand dollars ($25,000) for self-insured retention, respectively, unless approved in writing by District.

15.1.1.3 All such policies shall be written on an occurrence form.

15.1.2 Excess Liability Insurance

15.1.2.1 If Contractor/Developer's underlying policy limits are less than required, Contractor/Developer may procure and maintain, during the life of the Project, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in aggregate with its underlying policy, the insurance requirements herein including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess Liability Insurance Policy shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor/Developer's primary and excess liability policies are exhausted.

15.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Contractor/Developer, District, its Board Members, employees, agents, the State, Construction Manager(s), Program Manager(s), Project Inspector(s), and Architect(s) in amounts and including the provisions as set forth in **Exhibit D-1** and/or the Supplementary Conditions (if any), and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

15.1.3 Subcontractor

Contractor/Developer shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part, the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with minimum limits at least equal to the amount required of Contractor/Developer except where smaller minimum limits are permitted as set forth below. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

15.1.4 Workers' Compensation and Employer's Liability Insurance

15.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, Contractor/Developer and every Subcontractor shall be required to secure the payment of compensation to its employees.

15.1.4.2 Contractor/Developer shall procure and maintain, during the life of the Project, Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees engaged in work under the Project, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor/Developer shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employer's Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor/Developer's insurance. If any class of employee or employees engaged in Work on the Project, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor/Developer shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

15.1.4.3 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by

Contractor/Developer, its employees, agents and subcontractors.

15.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

15.1.5.1 Contractor/Developer shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions, or similar first party property coverage acceptable to the District. The cost value basis shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

15.1.6 Pollution Liability Insurance

15.1.6.1 Contractor/Developer shall procure and maintain Pollution Liability Insurance in a form at least as broad as ISO Form CG 2415 that shall protect Contractor/Developer, District, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Facilities Lease, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or Contractor/Developer shall procure and maintain these coverages separately. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.

15.1.6.2 Contractor warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

15.1.6.3 If the services involve lead-based paint or asbestos identification/remediation, Contractor/Developer's Pollution Liability

policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractor/Developer's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

15.1.6.4 If Contractor/Developer is responsible for removing any pollutants from a site, then Contractor/Developer shall ensure that Any Auto, including owned, non-owned, and hired, are included within the above policies and at the required limits, to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

15.1.7 Proof of Carriage of Insurance and Other Requirements Endorsements and Certificates

15.1.7.1 Contractor/Developer shall not commence Work nor shall it allow any Subcontractor to commence Work on the Project, until Contractor/Developer and its Subcontractor(s) have procured all required insurance and Contractor/Developer has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

15.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

15.1.7.2.1 A clause stating the following, or other language acceptable to the District:

"This policy shall not be canceled, and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

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

15.1.7.2.3 All endorsements, certificates and insurance policies shall state that District, its Board Members, employees and agents, Construction Manager(s), Program Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG

20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used.)

15.1.7.2.4 All endorsements shall waive any right to subrogation against any of the named additional insureds.

15.1.7.2.5 Contractor/Developer's and Subcontractors' insurance coverage at least as broad as ISO CG 20 01 04 13 shall be primary and non-contributory to any insurance or self- insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s), and/or Architect(s). This requirement shall also apply to any Excess liability policies.

15.1.7.2.6 Contractor/Developer's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

15.1.7.3 No policy shall be amended, canceled, or modified, and the coverage amounts shall not be reduced, until Contractor/Developer or Contractor/Developer's broker has provided written notice to District, Architect, and Construction Manager stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

15.1.7.4 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor/Developer's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by Contractor/Developer and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Facilities Lease. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Facilities Lease, and will cover Contractor/Developer and all Subcontractors for all claims made. If coverage is cancelled or non-renewed, and not replaced with another claims- made policy from with a retroactive date prior to the effective date of this Facilities Lease, or the start of Work date, the Contractor/Developer must purchase extended reporting period coverage for a minimum of five(5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the District for review.

15.1.7.5 Contractor/Developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s), and/or Architect(s).

15.1.7.6 All of Contractor/Developer's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

15.1.7.7 The insurance requirements set forth herein shall in no way limit Contractor/Developer's liability arising out of or relating to the performance of the Work or related activities.

15.1.7.8 Failure of Contractor/Developer and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Facilities Lease and constitute a Default by Contractor/Developer pursuant to this Facilities Lease.

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15.1.8 Insurance Policy Limits

The limits of insurance shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	$5,000,000 per occurrence; $10,000,000 in aggregate
AUTOMOBILE LIABILITY – ANY AUTO	Combined Single Limit	$1,000,000
WORKERS' COMPENSATIO N		Statutory limits pursuant to State law
EMPLOYER'S LIABILITY		$1,000,000 per accident for bodily injury or disease
BUILDER'S RISK (COURSE OF CONSTRUCTION)		Full replacement value for scope of Work.
POLLUTION LIABILITY		$1,000,000 per claim; $2,000,000 aggregate

If Contractor/Developer normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor/Developer hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

The limits of insurance for those subcontractors whose subcontract does not exceed One Million Dollars ($1,000,000) shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	$2,000,000 per occurrence; $4,000,000 in aggregate
AUTOMOBILE LIABILITY - ANY AUTO	Combined Single Limit	$1,000,000
WORKERS' COMPENSATION		Statutory limits pursuant to State law
EMPLOYER'S LIABILITY		$1,000,000 per accident for bodily injury or disease

Notwithstanding anything in this Facilities Lease to the contrary, the above insurance requirements may be modified as appropriate for subcontractors, with District's prior written approval.

15.2 District's Insurance

15.2.1 Rental Interruption Insurance

District shall at all times from and after District's acceptance of the Project, for the benefit of District and Contractor/Developer, as their interests may appear, maintain rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Lease Payments payable under this Facilities Lease during the current or any future twenty-four (24) month period. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance.

15.2.2 Property Insurance

District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of property insurance for 100% of the insurable replacement value with no coinsurance penalty, on the Site and the Project, together with all improvements thereon, under a standard "all risk" contract insuring against loss or damage. Contractor/Developer shall be named as additional insureds or co-insureds thereon by way of endorsement. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

16. Indemnification and Defense

16.1 To the fullest extent permitted by California law, Contractor/Developer shall indemnify, keep and hold harmless the District, the Architect(s) and Construction Manager(s), their respective consultants, separate contractors, board members,

officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees and costs, caused by, arising out of, resulting from, or incidental to the performance of the Work under this Contract by Contractor/Developer or its Subcontractors, vendors and/or suppliers. However, Contractor/Developer's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of Contractor/Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor/Developer to comply with any law and/or provision of the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor/Developers obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

16.2 To the furthest extent permitted by California law, Contractor/Developer shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs against all Claims caused by, arising out of, resulting from, or incidental to the performance of the Work under this Facilities Lease by Contractor/Developer, its Subcontractors, vendors, or suppliers. However, without impacting Contractor/Developer's obligation to provide an immediate and ongoing defense of Indemnitees, Contractor/Developer's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor/Developer proposes to defend the Indemnitees. If conflict of interest bars joint representation of Contractor/Developer and Indemnitees, District shall have the right to select its own counsel, subject to Contractor/Developer's reasonable right of rejection. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor/Developer shall reimburse such Indemnitee for any expenditures. Even if the Contractor/Developer assumes the defense of the District with acceptable counsel, the District, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Contractor/Developer of any of its obligations hereunder. Contractor/Developer's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor/Developer's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor/Developer to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor/Developer's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. Contractor/Developer shall give prompt notice to the District in the event of any Claim(s).

16.3 Without limitation of the provisions herein, if Contractor/Developer's obligation

to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the Parties that these circumstances shall not otherwise affect the validity or enforceability of Contractor/Developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, Contractor/Developer shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

16.4 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor/Developer of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

16.5 In any and all Claims against any of the Indemnitees by any employee of Contractor/Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor/Developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor/Developer or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

16.6 The District may retain so much of the moneys due to Contractor/Developer as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from

Contractor/Developer that Contractor/Developer will unconditionally defend the District, the Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

16.7 Contractor/Developer's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

17. Eminent Domain

17.1 Total Taking After Project Delivery

If, following delivery of possession of the Project by Contractor/Developer to District, all of the Project and the Site is taken permanently under the power of eminent domain, the Term shall cease as of the day possession shall be so taken.

17.1.1 The financial interest of Contractor/Developer shall be limited to the amount of principal payments pursuant to the GMP provisions indicated in **Exhibit C** that are then due or past due together with all remaining and succeeding principal payments pursuant to the GMP provisions indicated in **Exhibit C** for the remainder of the original Term. For example, if all of the Project and the Site is taken at the end of the third year of the Term, Contractor/Developer shall be entitled to receive from the eminent domain award the sum of all principal payments pursuant to the GMP provisions indicated in **Exhibit C** that would have been owing for the fourth year through the end of the Term had there been no taking.

17.1.2 The balance of the award, if any, shall be paid to the District.

17.2 Total Taking Prior to Project Delivery

If all of the Project and the Site is taken permanently under the power of eminent domain and Contractor/Developer is still performing the work of the Project and has not yet delivered possession of the Project to District, the Term shall cease as of the day possession shall be so taken. The financial interest of Contractor/Developer shall be the amount Contractor/Developer has expended to date for work performed on the Project, subject to documentation reasonably satisfactory to the District.

17.3 Partial Taking

If, following delivery of possession of the Project by Contractor/Developer to District, less than all of the Project and the Site is taken permanently, or if all of the Project and the Site or any part thereof is taken temporarily, under the power of eminent domain.

17.3.1 This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of that partial taking and the Parties waive the benefit of any law to the contrary, and

17.3.2 There shall be a partial abatement of any principal payments pursuant to the GMP provisions indicated in **Exhibit C** as a result of the application of the net proceeds of any eminent domain award to the prepayment of those payments hereunder. The Parties agree to negotiate, in good faith, for an equitable split of the net proceeds of any eminent domain award and a corresponding reduction in the payments required pursuant to the GMP provisions indicated in **Exhibit C**.

18. Damage and Destruction

If, following delivery of possession of all or a portion of the Project by Contractor/Developer to District, the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Term shall end and District shall no longer be required to make any payments required pursuant to the GMP provisions indicated in **Exhibit C** that are then due or past due or any remaining and succeeding principal payments pursuant to the GMP provisions indicated in **Exhibit C** for the remainder of the original Term.

19. Abatement

19.1 If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E,** the Project becomes destroyed or damaged beyond repair, the District may determine its use of the Project abated. Thereafter, the District shall have no obligation to make, nor shall Contractor/Developer have the right to demand, the Lease Payments as indicated in the GMP provisions indicated in **Exhibit C** to this Facilities Lease. The Term shall cease at that time.

19.2 The Parties hereby agree that the net proceeds of the District's rental interruption insurance that the District must maintain during the Term, as required herein, shall constitute a special fund for the payment of the Lease Payments indicated in the GMP provisions indicated in **Exhibit C**.

19.3 The District shall as soon as practicable after such event, apply the net proceeds of its insurance policy intended to cover that loss ("Net Proceeds"), either to:

19.3.1 Repair the Project to full use.

19.3.2 Replace the Project, at the District's sole cost and expense, with property of equal or greater value to the Project immediately prior to the time of the destruction or damage, and that replacement, once completed, shall be substituted in this Facilities Lease by appropriate endorsement; or

19.3.3 Exercise the District's purchase option as indicated in the GMP provisions in **Exhibit C** to this Facilities Lease.

19.4 The District shall notify Contractor/Developer of which course of action it desires to take within thirty (30) days after the occurrence of the destruction or damage. The Net Proceeds of all insurance payable with respect to the Project shall be available to the District and shall be used to discharge the District's obligations under this Section.

20. Access

20.1 By Contractor/Developer

Contractor/Developer shall have the right at all reasonable times to enter upon the Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, Contractor/Developer may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by Contractor/Developer.

20.2 By District

The District shall have the right to enter the Site at all times. District shall comply with all safety precautions and procedures required by Contractor/Developer.

21. Assignment, Subleasing

21.1 Assignment and Subleasing by the District

Any assignment or sublease by District shall be subject to all of the following conditions:

21.1.1 This Facilities Lease and the obligation of the District to make the payments required pursuant to the GMP provisions indicated in **Exhibit C** shall remain obligations of the District; and

21.1.2 The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Contractor/Developer a true and complete copy of any assignment or sublease.

21.2 Assignment by Contractor/Developer

Contractor/Developer may assign its right, title and interest in this Facilities Lease, in whole or in part to one or more assignees, only after the written consent of District, which District will not unreasonably withhold. No assignment shall be effective against the District unless and until the District has consented in writing. Notwithstanding anything to the contrary contained in this Facilities Lease, no consent from the District shall be required in connection with any assignment by Contractor/Developer to a lender for purposes of financing the Project as long as there are not additional costs to the District.

22. Termination, Default And Suspension

22.1 Termination; Lease Terminable Only As Set Forth Herein

22.1.1 Except as otherwise expressly provided in this Facilities Lease, this Facilities Lease shall not terminate, nor shall District have any right to terminate this Facilities Lease or be entitled to the abatement of any necessary payments pursuant to the GMP provisions in **Exhibit C** or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or restriction of District's use of the Project; the interference with such use by any private person or contractor; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of this Facilities Lease); any present or future law to the contrary notwithstanding. It is the intention of the Parties hereto that all necessary payments pursuant to the GMP provisions indicated in **Exhibit C** shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

22.1.2 Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Contractor/Developer hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Facilities Lease in accordance with its terms.

22.1.3 Following completion of the Project, the District will not take any action to terminate, rescind or avoid this Facilities Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Contractor/Developer or any assignee of Contractor/Developer in any such proceeding, and notwithstanding any action with respect to this Facilities Lease which may be taken by any trustee or receiver of Contractor/Developer or of any assignee of Contractor/Developer in any such proceeding or by any court in any such proceeding. Following completion of the Project, except as otherwise expressly provided in this Facilities Lease, District waives all rights now or hereafter conferred by law to quit, terminate or surrender this Facilities Lease or the Project or any part thereof.

22.1.4 District acknowledges that Contractor/Developer may assign an interest in some or all of the necessary payments pursuant to the GMP provisions indicated in **Exhibit C** to a lender in order to obtain financing for the

cost of constructing the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.

22.2 District's Request for Assurances

If District at any time reasonably believes Contractor/Developer is or may be in default under this Contract, District may in its sole discretion notify Contractor/Developer of this fact and request written assurances from Contractor/Developer of performance of Work and a written plan from Contractor/Developer to remedy any potential default under the terms of this Contract that the District may advise Contractor/Developer of in writing. Contractor/Developer shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor/Developer's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

22.3 District's Right to Terminate Contractor/Developer for Cause

22.3.1 Grounds for Termination

The District, in its sole discretion, without prejudice to any other right or remedy, may terminate the Site Lease and Facilities Lease and/or terminate Contractor/Developer's right to perform the work of the Facilities Lease based upon any of the following:

22.3.1.1 Contractor/Developer refuses or fails to execute the Work or any separable part thereof; or

22.3.1.2 Contractor/Developer fails to complete said Work within the time specified or any extension thereof; or

22.3.1.3 Contractor/Developer persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with the Facilities Lease; or

22.3.1.4 Prior to completion of the Project, Contractor/Developer is adjudged bankrupt, files a petition for relief as a debtor, or a petition is filed against Contractor/Developer without its consent, and the petition not dismissed within sixty (60) days; or

22.3.1.5 Prior to the completion of the Project, Contractor/Developer makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

22.3.1.6 Contractor/Developer persistently or repeatedly refuses and/or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

22.3.1.7 Contractor/Developer fails to make prompt payment to Subcontractors, or for material, or for labor; or

22.3.1.8 Contractor/Developer persistently disregards laws, or ordinances, or instructions of District as indicated in **Exhibit D**, or otherwise in violation of **Exhibit D**; or

22.3.1.9 Contractor/Developer fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

22.3.1.10 Contractor/Developer or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Facilities Lease, including but not limited to a lapse in licensing or registration.

22.3.2 Notification of Termination

22.3.2.1 Upon the occurrence at District's sole determination of any of the above conditions, or upon Contractor/Developer's failure to perform any material covenant, condition or agreement in this Facilities Lease, District may, without prejudice to any other right or remedy, serve written notice upon Contractor/Developer and its Surety of District's termination of this Facilities Lease and/or Contractor/Developer's right to perform the Work of this Facilities Lease. This notice will contain the reasons for termination.

22.3.2.2 Unless, within fifteen (15) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Facilities Lease and the Site Lease shall cease and terminate; provided, however, if the failure stated in the notice cannot be corrected within fifteen (15) days after the service of notice, District may consent to an extension of time, provided Contractor/Developer instituted and diligently pursued corrective action within the applicable fifteen (15)-day period and until the violation is corrected. Upon District determination, Contractor/Developer shall not be entitled to receive any further payment until the entire Work is finished.

22.3.2.3 Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Facilities Lease only if Surety:

22.3.2.3.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Facilities Lease; and

22.3.2.3.2 Commences performance of this Facilities Lease within three (3) days from date of serving of its notice to District.

22.3.2.4 Surety shall not utilize Contractor/Developer in completing the Project if the District notifies Surety of the District's objection to Contractor/Developer's further participation in the completion of the Project. Surety expressly agrees that any Contractor/Developer which Surety proposes to fulfill Surety's obligations is subject to District's approval.

22.3.2.5 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor/Developer and/or its Surety. Contractor/Developer and its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Facilities Lease. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work all materials, appliances, plan, and other property belonging to Contractor/Developer as may be on the Site of the Work, in bonded storage, or previously paid for.

22.3.2.6 In the alternative, the District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor/Developer under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Facilities Lease. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor/Developer shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor/Developer hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor/Developer. Contractor/Developer must include this assignment provision in all of its contracts with its Subcontractors.

22.3.2.7 In the event of a termination for cause, if the expense to the District to finish the Work exceeds the unpaid Guaranteed Maximum Price, Contractor/Developer and Surety shall pay difference to District within twenty-one (21) days of District's request. District may apply any amounts otherwise due to Contractor/Developer to this difference.

22.3.2.8 In the event that a termination for cause is

determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause, and Contractor/Developer may, if warranted, receive payment in accordance with the termination for convenience provisions.

22.4 Termination of Contractor/Developer for Convenience

22.4.1 District in its sole discretion may terminate the Facilities Lease in whole or in part upon three (3) days written notice to Contractor/Developer.

22.4.2 Upon notice, Contractor/Developer shall:

22.4.2.1 Cease operations as directed by the District in the notice;

22.4.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

22.4.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

22.4.3 Within 30 days of the notice, Contractor/Developer shall submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor/Developer's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor/Developer shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

22.4.4 If Contractor/Developer objects to the termination for convenience, including disagreement on the actual cost, the District retains the right to all the options available to the District under a termination for cause.

22.5 Effect of Termination

22.5.1 If District terminates the Site Lease and the Facilities Lease pursuant to this section, the Site and any improvements built upon the Site shall vest in District upon termination of the Site Lease and Facilities Lease, and District shall thereafter be required to pay only the principal amounts then due and owing pursuant to the GMP provisions indicated in Exhibit C, less any damages incurred by District due to Contractor/Developer's default, acts, or omissions.

22.5.2 The District shall retain all rights it possesses pursuant to this Facilities Lease including, without limitation.

22.5.2.1 The right to assess liquidated damages due because of any project delay; and

22.5.2.2 All rights the District holds to demand performance pursuant to Contractor/Developer's required performance bond.

22.5.3 Contractor/Developer shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor/Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor/Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. Contractor/Developer and its Surety shall be liable upon the performance bond for all damages caused the District by reason of Contractor/Developer's failure to complete the Work under this Facilities Lease.

22.5.4 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to Contractor/Developer in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

22.5.5 In the event that the Site Lease and Facilities Lease are terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by Contractor/Developer or any impact or impairment of Contractor/Developer's bonding capacity.

22.5.6 All payments due Contractor/Developer hereunder shall be subject to a right of offset by the District for expenses, damages, losses, costs, claims, or reimbursements suffered by, or due to, the District as a result of any default, acts, or omissions of Contractor/Developer.

22.5.7 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

22.6 Contractor/Developer Remedies Upon District Default

22.6.1 Events of Default by District Defined

The following shall be "Events of Default" of the District under this Facilities Lease. The terms "Event of Default" and "Default," whenever they are used as to the District in the Site Lease or this Facilities Lease, shall only mean one or more of the following events:

22.6.1.1 Failure by the District to pay payments required pursuant to the GMP provisions in **Exhibit C**, and the continuation of this failure for a period of forty-five (45) days.

22.6.1.2 Failure by the District to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of forty-five (45) days after Contractor/Developer provides District with written notice specifying that failure and requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Contractor/Developer shall not withhold its consent to an extension of time if corrective action is instituted by

the District within the applicable period and diligently pursued until the default is corrected.

22.6.2 Remedies on District's Default

If there has been an Event of Default on the District's part, Contractor/Developer may exercise any and all remedies granted pursuant to this Facilities Lease; provided, however, there shall be no right under any circumstances to accelerate any of the payments required pursuant to the GMP provisions in **Exhibit C** or otherwise declare those payments not then past due to be immediately due and payable.

22.6.2.1 Contractor/Developer may rescind its leaseback of the Project to the District under this Facilities Lease and re-rent the Project and Site to another lessee for the remaining Term for no less than the fair market value for leasing the Project and Site, which shall be:

22.6.2.1.1 An amount determined by a mutually-agreed upon appraiser; or

22.6.2.1.2 If an appraiser cannot be agreed to, an amount equal to the mean between a District appraisal and a Contractor/Developer appraisal for the Project and Site, both prepared by MAI-certified appraisers.

22.6.2.2 District's obligation to make the payments required pursuant to the GMP provisions indicated in **Exhibit C** shall be:

22.6.2.2.1 Increased by the amount of costs, expenses, and damages incurred by Contractor/Developer in re- renting the Project and Site; and

22.6.2.2.2 Decreased by the amount of rent Contractor/Developer receives in re-letting the Project and Site.

22.6.2.3 District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of Contractor/Developer to re- rent the Project and Site in the Event of Default without effecting a surrender of this Facilities Lease, and further agrees that no acts of Contractor/Developer in re-renting as permitted herein shall constitute a surrender or termination of this Facilities Lease, but that, on the contrary, in the event of an Event of Default by the District the right to re-rent the Project and Site shall vest in Contractor/Developer as indicated herein.

22.6.3 District's Continuing Obligation

Unless there has been damage, destruction, a Taking, or Contractor/Developer has acted, failed to act, or is in default as indicated above providing District with

the right to terminate for cause, the District shall continue to remain liable for the payments required pursuant to the GMP provisions in **Exhibit C** and those amounts shall be payable to Contractor/Developer at the time and in the manner therein provided.

22.6.4 No Remedy Exclusive

No remedy herein conferred upon or reserved to Contractor/Developer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Contractor/Developer to exercise any remedy reserved to it in this article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

22.7 Emergency Termination Pursuant to Public Contracts Act of 1949

22.7.1 This Facilities Lease is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

22.7.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

22.7.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

22.7.2 Compensation to Contractor/Developer shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price may control. The District, at its sole discretion, may adopt the Schedule of Values Price as the value of the work done or any portion thereof.

22.8 Suspension of Work

22.8.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to Contractor/Developer.

22.8.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any suspension, delay or interruption. No adjustment shall be made to the extent:

22.8.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor/Developer is responsible; or

22.8.1.1.2 That an equitable adjustment is made or denied under another provision of the Site Lease or the Facilities Lease; or

22.8.1.1.3 That the suspension of Work was the direct or indirect result of Contractor/Developer's failure to perform any of its obligations hereunder.

22.8.1.1.4 The delay could not have been avoided or mitigated by Contractor/Developer's reasonable diligence.

22.8.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order in **Exhibit D**. This amount shall be full compensation for all Contractor/Developer's and its Subcontractor(s)' changes in the cost of performance of the Facilities Lease caused by any such suspension, delay or interruption.

23. Limitation of District Liability

District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

24. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

South San Francisco Unified
School District
398 B Street
South San Francisco, CA 94080
ATTN: Lori Shelton, Director
Measure T Bond Program

If to Contractor/Developer:

[Contractor/Developer]
[Address line 1]
[Address line 2]
ATTN: [Name, Title]

With a copy to:

Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Y.M.K. Sakai

Contractor/Developer and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

25. Binding Effect

This Facilities Lease shall inure to the benefit of and shall be binding upon Contractor/Developer and District and their respective successors, transferees and assigns.

26. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

27. Severability

In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of the invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

28. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated herein, this Facilities Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

29. Net-Net-Net Lease

This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that all payments it makes pursuant to the GMP provisions in **Exhibit C** shall be an absolute net return to Contractor/Developer, free and clear of any expenses, charges or set-offs.

30. Execution in Counterparts

This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

31. Contractor/Developer and District Representatives

Whenever under the provisions of this Facilities Lease the approval of Contractor/Developer or the District is required, or Contractor/Developer or the District is required to take some action at the request of the other, the approval or request shall be given for Contractor/Developer by Contractor/Developer's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

32. Applicable Law

This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the Site is located.

33. Attorney's Fees

If either party brings an action or proceeding involving the Property or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

34. Captions

The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Facilities Lease.

35. Prior Agreements

This Facilities Lease and the corresponding Site Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any matter shall be effective for any purpose.

36. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Facilities Lease.

37. Recitals and Exhibits Incorporated

The Recitals set forth at the beginning of this Facilities Lease and the attached Exhibits are hereby incorporated into its terms and provisions by this reference.

38. Time of the Essence

Time is of the essence with respect to each of the terms, covenants, and conditions of this Facilities Lease.

39. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Facilities Lease for purposes of construing the provisions thereof. The language in all parts of this Facilities Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated:_____, 20_	Dated:_____, 20_
South San Francisco Unified School District	[Contractor/Developer]
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Attached is the Legal Description for:

Spruce Elementary School Modernization Project
501 Spruce Ave, South San Francisco, CA 94080
APN: 012-161-050 & 012-292-260

Real property in the City of South San Francisco, County of San Mateo, State of California, described as follows:

PARCEL ONE:

BEGINNING AT A POINT WHICH IN DISTANT NORTH 15° 33' EAST 180 FEET, FROM THE INTERSECTION OF THE NORTHERLY LINE OF MILLER AVENUE AND THE WESTERLY LINE OF SPRUCE AVENUE; RUNNING THENCE NORTH 74° 27' WEST 435.6 FEET; THENCE NORTH 15° 33' EAST 300 FEET; THENCE SOUTH 74° 27' EAST 435.6 FEET; THENCE SOUTH 15° 33' WEST 300 FEET TO POINT OF BEGINNING.

PARCEL TWO:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 10, BLOCK 8, MAP OF "PARKWAY TERRACE" AS SAID MAP WAS FILED FOR RECORD DECEMBER 23, 1926 IN BOOK 14 OF MAPS AT PAGES 63 AND 64, SAN MATEO COUNTY RECORDS.

RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTH 15° 33' WEST 83.98 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 125 FEET AND A CENTRAL ANGLE OF 49° 07' 18"; A DISTANCE OF 107.16 FEET; THENCE SOUTH 33° 34' 18" EAST 23.63 FEET; THENCE ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 79.87 FEET A DISTANCE OF 15.30 FEET; THENCE NORTH 74° 27" WEST 199.75 FEET; THENCE AT RIGHT ANGLES NORTH 15° 33' EAST 205.02 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF BLOCK 8 OF SAID PARKWAY TERRACE; THENCE SOUTH 74° 27' EAST ON AND ALONG THE SAID SOUTHERLY LINE OF BLOCK 8, 128.14 FEET TO THE POINT BEGINNING.

PARCEL THREE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF BLOCK 8, DISTANT NORTH 74° 27' WEST 128.14 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 10 IN BLOCK 8, AS SHOWN ON THE MAP ENTITLED "PARKWAY TERRACE", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, ON DECEMBER 23, 1926 IN BOOK 14 OF MAPS AT PAGES 63 AND 64, RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTH 15° 33' WEST 205.02 FEET; THENCE AT RIGHT ANGLES NORTH 74° 27' WEST 141.70 FEET; THENCE AT RIGHT ANGLES NORTH 15° 33' EAST 205.02 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF SAID BLOCK 8; THENCE SOUTH 74° 27' EAST ON AND ALONG THE SOUTHWESTERLY LINE OF BLOCK 8, PARKWAY TERRACE, 141.70 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

BEGINNING AT A POINT DISTANT NORTH 74° 27' WEST 131.26 FEET FROM THE NORTHEASTERLY CORNER OF THE SOUTH SAN FRANCISCO HIGH SCHOOL 3.00 ACRE TRACT, SAID POINT OF BEGINNING BEING DISTANT NORTH 15° 33' EAST 480.00 FEET AND NORTH 74° 27' WEST 131.26 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF MILLER AVENUE WITH THE WESTERLY LINE OF SPRUCE AVENUE IN THE CITY OF SOUTH SAN FRANCISCO; RUNNING THENCE ALONG THE NORTHERLY AND EASTERLY LINE OF SAID 3.00 ACRE TRACT NORTH 74° 27' WEST 304.34 FEET; SOUTH 15° 33' WEST 300 FEET TO THE SOUTHWESTERLY CORNER OF ABOVE MENTIONED 3.00 ACRE TRACT; THENCE NORTH 74° 27' WEST 64.40 FEET; THENCE NORTH 15° 33' EAST 422.59 FEET; THENCE SOUTH 74° 27' EAST 431.57 FEET TO THE NORTHWESTERLY LINE OF BLOCK 9, HIGH SCHOOL PARK ADDITION;

THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 56° 25' 42" WEST 96.00 FEET; THENCE SOUTH 15° 33' WEST 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

BEGINNING AT A MOST WESTERLY CORNER OF LOT 1, BLOCK 9, MAP OF HIGH SCHOOL PARK ADDITION IN THE CITY OF SOUTH SAN FRANCISCO, MAP OF WHICH WAS FILED FOR RECORD MAY 17, 1917 IN VOL. 10 OF MAPS AT PAGES 15 AND 16, RECORDS OF SAN MATEO COUNTY; RUNNING THENCE SOUTH 74° 27' EAST 131.26 FEET; THENCE SOUTH 15° 33' WEST 50.00 FEET; THENCE NORTH 74° 27' WEST 131.26 FEET; THENCE NORTH 15° 33' EAST 50.00 FEET TO THE POINT OF BEGINNING, BEING A PORTION OF HIGH STREET AS SHOWN ON THE ABOVE MENTIONED MAP.

PARCEL SIX:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1 BLOCK 9, MAP OF HIGH SCHOOL PARK ADDITION IN THE CITY OF SOUTH SAN FRANCISCO, WHICH MAP WAS FILED FOR RECORD MAY 17, 1917, IN VOLUME 10 OF MAPS PAGES 15 AND 16 RECORDS OF SAN MATEO COUNTY; RUNNING THENCE FROM SAID POINT OF BEGINNING NORTH 56° 25' 42" EAST 96.00 FEET; THENCE SOUTH 74° 27' EAST 51.38 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 79.87 FEET A DISTANCE OF 53.19 FEET, THE CHORD OF SAID CURVE BEARING SOUTH 3° 55' 30" EAST 52.22 FEET; THENCE SOUTH 15° 33' WEST 23.26 FEET TO THE SOUTHERLY LINE OF SAID LOT 1; THENCE ALONG SAID SOUTHERLY LINE NORTH 74° 27' WEST 131.26 FEET TO THE POINT OF BEGINNING.

PARCEL SEVEN:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF BLOCK 8, DISTANT NORTH 74° 27' WEST 269.84 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 10, BLOCK 8, MAP OF "PARKWAY TERRACE", FILED FOR RECORD DECEMBER 23, 1926 IN BOOK 14 OF MAPS AT PAGES 63 AND 64, SAN MATEO COUNTY RECORDS.

RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTH 15° 33' WEST 205.02 FEET; THENCE AT RIGHT ANGLES NORTH 74° 27' WEST 141.50 FEET; THENCE NORTH 15° 33' EAST 205.02 FEET TO THE MOST WESTERLY CORNER OF LOT 1, SAID BLOCK 8, MAP FIRST HEREINABOVE MENTIONED; THENCE SOUTH 74° 27' EAST ON AND ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 8, 141.50 FEET TO THE POINT OF BEGINNING.

PARCEL EIGHT:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 4 IN BLOCK 9 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF HIGH SCHOOL PARK ADDITION TO SOUTH SAN FRANCISCO" RECORDED MAY 17, 1917, IN VOLUME 10 OF MAPS AT PAGES 15 AND 16, RECORDS OF SAN MATEO COUNTY; THENCE SOUTH 33° 34' 18" EAST, ALONG THE SOUTHWESTERLY BOUNDARY LINE OF THE AFOREMENTIONED LOT 4 59.07 FEET; THENCE SOUTH 56° 25' 42" WEST, PARALLEL TO SPRUCE AVENUE 58.29 FEET TO A POINT; THENCE NORTHERLY AND NORTHWESTERLY, ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 79.87 FEET AND WHOSE CENTER BEARS SOUTH 82° 46' 12" WEST FROM THE LAST MENTIONED POINT, 36.72 FEET TO A POINT; THENCE NORTH 33° 34' 18" WEST, ON A LINE TANGENT TO THE LAST MENTIONED CURVE AT THE LAST MENTIONED POINT 23.63 FEET; THENCE NORTH 56° 25' 42" EAST, PARALLEL TO SPRUCE AVENUE, 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL NINE:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 4 IN BLOCK 9 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF HIGH SCHOOL PARK ADDITION TO SOUTH SAN FRANCISCO"

RECORDED MAY 17, 1917, IN VOLUME 10 OF MAPS AT PAGES 15 AND 16, RECORDS OF SAN MATEO COUNTY; THENCE SOUTH 56° 25' 42" WEST, PARALLEL TO SPRUCE AVENUE 50.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY, ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 125 FEET AND WHOSE CENTER LIES ON NORTHEASTERLY PRODUCTION OF THE LAST MENTIONED COURSE, 80.96 FEET; THENCE SOUTH 74° 27' EAST 99.74 FEET, TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF LOT 5 IN THE ABOVE MENTIONED BLOCK 9; THENCE SOUTH 56° 25' 42" WEST, ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID LOT 5 AND THE AFORE MENTIONED LOT 4, 40.59 FEET TO THE POINT OF BEGINNING.

PARCEL TEN:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SPRUCE AVENUE, SAID POINT BEING THE MOST SOUTHERLY CORNER OF LOT 4 IN BLOCK 9 AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF HIGH SCHOOL PARK ADDITION TO SOUTH SAN FRANCISCO" RECORDED MAY 17, 1917, IN VOLUME 10 OF MAPS AT PAGES 15 AND 16, RECORDS OF SAN MATEO COUNTY; THENCE SOUTH 56° 25' 42" WEST ALONG THE NORTHWESTERLY LINE OF SPRUCE AVENUE, 96.06 FEET; THENCE NORTH 15° 33' 00" EAST 24.42 FEET TO A POINT; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 79.87 FEET AND TANGENT TO THE LAST MENTIONED COURSE AT THE LAST MENTIONED POINT 31.76 FEET; THENCE NORTH 56° 25' 42" EAST, PARALLEL TO SPRUCE AVENUE, 58.29 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF THE AFOREMENTIONED LOT 4, THENCE SOUTH 33° 34' 18" EAST ALONG THE LAST MENTIONED LINE 40.93 FEET TO THE POINT OF BEGINNING.

PARCEL ELEVEN:

A PARCEL OF LAND LOCATED ALONG THE WESTERLY BOUNDARY LINE OF BIRCH AVENUE NOW ABANDONED AND LYING TO THE EAST OF THE 1.984_PARCEL OF LAND OWNED BY THE SOUTH SAN FRANCISCO HIGH SCHOOL DISTRICT IN THE CITY OF SOUTH SAN FRANCISCO, SAN MATEO COUNTY, CALIFORNIA:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID PARCEL, SAID CORNER BEING A POINT SOUTH 15° 33' EAST 0.5 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 10 IN BLOCK 8 PARKWAY TERRACE SUBDIVISION AS SHOWN ON THE MAP OF PARKWAY TERRACE RECORDED DECEMBER 23, 1926 IN VOLUME 14 OF MAPS PAGES 63 AND 64 OF OFFICIAL RECORDS OF SAN MATEO COUNTY; RUNNING THENCE FROM SAID POINT OF BEGINNING SOUTH 15° 33' EAST 83.48 FEET; THENCE BY A 125 FEET RADIUS CIRCLE TO THE LEFT A DISTANCE OF 22.20 FEET; THENCE RUNNING NORTH 15° 33' EAST 105.54 FEET; THENCE RUNNING NORTH 74° 27' WEST 2.00 FEET TO THE POINT OF THE BEGINNING.

JPN: 012-016-161-05A
012-029-292-26A

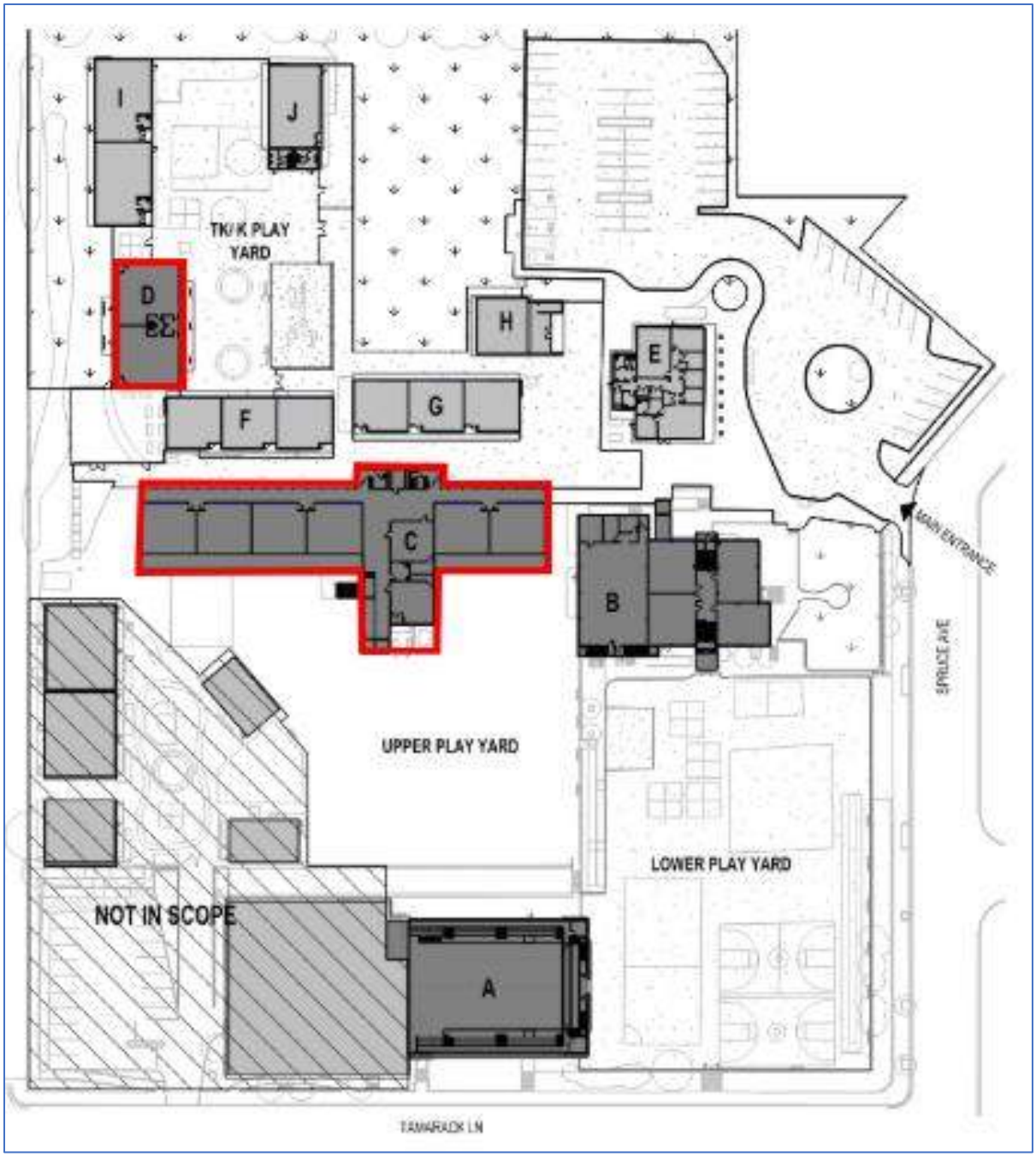
APN: 012-161-050
012-292-260

EXHIBIT B
DESCRIPTION OF THE PROJECT SITE

Spruce Elementary School Modernization Project
501 Spruce Ave, South San Francisco, CA 94080

Attached is a project site diagram of the entire Spruce Elementary School Modernization Project area that is subject to the Site Lease and Facilities Lease and upon which Contractor/Developer will construct the project.





Existing Campus

Scope of Work Includes the Following:

Building C-Existing (highlighted above)
Building D-Existing (highlighted above)
Interim Housing
Site Work/Site Utilities
2-Classroom Building – Future New Building K

EXHIBIT C

GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Site Lease Payments

As indicated in the Site Lease, Contractor/Developer shall pay One Dollar ($1.00) to the District as consideration for the Site Lease.

2. Guaranteed Maximum Price

Pursuant to the Facilities Lease, Contractor/Developer will cause the Project to be constructed for an amount to be determined after preconstruction services are completed ("Guaranteed Maximum Price" or "GMP"). The Guaranteed Maximum Price shall include the preconstruction fees and costs and Allowances and Contingency, if any.

2.1 Cost of the Work

The term Cost of the Work shall mean the costs necessarily incurred in the proper performance of the Work contemplated by the Contract Documents. Such costs shall be at rates no higher than the standard paid at the place of the Project except with the prior consent of the District. The Cost of the Work shall include only the items set forth in this Section 2 and approved by the District.

2.1.1 General Conditions

The General Conditions as set forth in **Attachment 1** hereto shall be included in a progress billing as incurred. Said rates shall include all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by Contractor/Developer for insurance, permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, incentives to the extent contemplated in **Attachment 1**, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor/Developer to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the District shall be entitled to a reduction in the cost of General Conditions based on the rates set forth in **Attachment 1**.

2.1.2 Subcontract Costs

Payments made by the Contractor/Developer to Subcontractors (inclusive of the Subcontractor's bonding, if required, and insurance costs, which shall be included in the subcontract amount), which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.3 Contractor/Developer-Performed Work

Costs incurred by Contractor/Developer for self-performed work at the direction of District or with the District's prior approval, as follows:

2.1.3.1 Actual costs to Contractor/Developer of wages of construction workers, excluding all salaried and/or administrative personnel, directly employed by Contractor/Developer to perform the construction of the Work at the site.

2.1.3.2 Wages or salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs, and pension plans of Contractor/Developer's field supervisory, safety and administrative personnel when stationed at the site or stationed at Contractor/Developer's principal office, only for that portion of their time required for the Work.

2.1.3.3 Wages and salaries and customary benefits, such as sick leave, medical and health benefits, holidays, vacations, incentive programs and pension plans of Contractor/Developer's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.3.4 Costs paid or incurred by Contractor/Developer for taxes, insurance, contributions, assessments required by law or collective bargaining agreements and for personnel not covered by such agreements, and for customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Subparagraphs 2.1.3.1 through 2.1.3.3.

2.1.3.5 Costs, including transportation and storage, of materials and equipment incorporated in the completed construction, including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by Contractor/Developer. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

2.1.3.6 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, machinery and equipment not customarily owned by construction workers, that are provided by Contractor/Developer at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor/Developer. Cost for items previously used by Contractor/Developer shall mean fair market value.

2.1.3.7 Rental charges for temporary facilities, machinery, equipment, vehicles and vehicle expenses, and hand tools not customarily owned by construction workers that are provided by

Contractor/Developer at the site, whether rented from Contractor/Developer or others, and the costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof and costs of Contractor/Developer's Project field office, overhead and general expenses including office supplies, parking, office equipment, and software. Rates and quantities of equipment rented shall be subject to the District's prior approval.

2.1.3.8 Costs of removal of debris from the site, daily clean-up costs and dumpster charges not otherwise included in the cost of the subcontracts, which exceeds the clean-up provided under the General Conditions.

2.1.3.9 Costs of that portion of the reasonable travel, parking and subsistence expenses of Contractor/Developer's personnel incurred while traveling and discharging duties connected with the Work.

2.1.3.10 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the District.

2.1.4 Allowances

Because it is impossible at the time of execution of the Facilities Lease to determine the exact cost of performing certain tasks, the Cost of the Work shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	**Allowance Amount**
Total	**$ TBD**

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Contractor/Developer's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Guaranteed Maximum Price.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The Allowances are included in the Guaranteed Maximum Price. Any unused Allowance or unused portion thereof shall be deducted from the Cost of the Work pursuant to **Exhibit D** to this Facilities Lease to the benefit of the District.

Except when noted as "not-to-exceed," whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost (i.e., only the amount within the Allowance will be approved for payment). Contractor/Developer shall follow the Change Order procedure to adjust the Guaranteed Maximum Price for amounts in excess of the Allowance.

2.1.5 Miscellaneous Costs

2.1.5.1 Where not included in the General Conditions, and with the prior approval of District, costs of document reproductions (photocopying and blueprinting expenses), long distance telephone call charges, postage, overnight and parcel delivery charges, telephone costs including cellular telephone charges, facsimile or other communication service at the Project site, job photos and progress schedules, and reasonable petty cash expenses of the site office. Contractor/Developer shall consult with District to determine whether District has any vendor relationships that could reduce the cost of these items and use such vendors whenever possible.

2.1.5.2 Sales, use, gross receipts, local business and similar taxes imposed by a governmental authority that are related to the Work.

2.1.5.3 Fees and assessments for permits, plan checks, licenses and inspections for which Contractor/Developer is required by the Contract Documents to pay including, but not limited to, permanent utility connection charges, street use permit, street use rental, OSHA permit and sidewalk use permit and fees.

2.1.5.4 Fees of laboratories for tests required by the Contract Documents.

2.1.5.5 Deposits lost for causes other than Contractor/Developer's or its subcontractors' negligence or failure to fulfill a specific responsibility to the District as set forth in the Contract Documents.

2.1.5.6 Expenses incurred in accordance with Contractor/Developer's standard personnel policy for relocation and temporary living allowances of personnel required for the Work if approved in advance by District.

2.1.5.7 Where requested by District, costs or expenses incurred by Contractor/Developer in performing design services for the design-build systems.

2.1.5.8 Other costs incurred in the performance of the Work if, and to the extent, approved in advance by District.

2.1.5.9 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and/or property.

2.1.5.10 Provided all other eligible costs have been deducted from the

contingency and as part of the calculation of amounts due Contractor/Developer for Final Payment, costs of repairing and correcting damaged or non- conforming Work executed by Contractor/Developer, Subcontractors or suppliers, providing that such damage or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of Contractor/Developer and only to the extent that the cost of repair or correction is not recovered by Contractor/Developer from insurance, sureties, Subcontractors or suppliers.

2.1.6 Excluded Costs

The following items are considered general overhead items and shall not be billed to the District:

2.1.6.1 Salaries and other compensation of Contractor/Developer's personnel stationed at Contractor/Developer's principal office or offices other than the Project Field Office, except as specifically provided in Subparagraphs 2.1.3.2. and 2.1.3.4.

2.1.6.2 Expenses of Contractor/Developer's principal office and offices other than the Project Field Office.

2.1.6.3 Overhead and general expenses, except as may be expressly included in this Section 2.

2.1.6.4 Contractor/Developer's capital expenses, including interest on Contractor/Developer's capital employed for the Work.

2.1.6.5 Costs that would cause the Guaranteed Maximum Price (as adjusted by Change Order) to be exceeded.

2.1.7 Contractor/Developer's Fee

_____ percent (_____%) of the Cost of the Work as described in Sections 2.1.1, 2.1.2, 2.1.3, 2.1.4 and 2.1.5.

2.1.8 Bonds and Insurance

For insurance and bonds required under this Facilities Lease (exclusive of those required by Subcontractors, which costs are included in the subcontract amounts), that portion of insurance and bond premiums which are directly attributable to this Contract, which shall be calculated at a rate of percent (__%) of the Cost of the Work for insurance and____ percent (__%) of the Cost of the Work for payment and performance bonds.

2.1.9 Contingency

2.1.9.1 The Guaranteed Maximum Price includes a Contingency of _____ percent (_____%) of the Cost of the Work as described in Section 2.1.1, 2.1.2, and 2.1.3 for potential additional construction costs for unforeseen conditions that occur over the course of construction

and/or discrepancies in the approved plans and specifications.

2.1.9.2 The Contingency is not intended for such things as scope changes.

2.1.9.3 The Contingency shall not be used without the agreement of the District.

2.1.9.4 The unused portion of the Contingency shall be considered as cost savings and retained by the District at the end of the Project.

2.2 The Guaranteed Maximum Price will consist of the amounts to be identified in **Attachment 2** to this **Exhibit C**. Except as indicated herein for modifications to the Project approved by the District, Contractor/Developer will not seek additional compensation from District in excess of Guaranteed Maximum Price. District shall pay the Guaranteed Maximum Price to Contractor/Developer in the form of Tenant Improvement Payments and Lease Payments as indicated herein.

2.3 Total Payment

In no event shall the cumulative total of the Tenant Improvement Payments and the Loan Amount for the Lease Payments ever exceed the Guaranteed Maximum Price to be defined, as may be modified pursuant to **Exhibit D** to the Facilities Lease.

2.4 Changes to Guaranteed Maximum Price

2.4.1 The Parties acknowledge that the Guaranteed Maximum Price is based on the Construction Documents, including the plans and specifications, as identified in **Exhibit D** to the Facilities Lease.

2.4.2 As indicated in the Facilities Lease, the Parties may add to or remove from the project specific scopes of work. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Maximum Price. If a cost impact of a change is agreed to by the Parties, it shall be paid upon the payment request from Contractor/Developer for the work that is the subject of the change in accordance with the provisions of **Exhibit D**. The amount of any change to the Guaranteed Maximum Price shall be calculated in accordance with the provisions of **Exhibit D** to this Facilities Lease.

2.4.3 The Parties agree to reduce the Guaranteed Maximum Price for the unused portion of Allowances and/or Contingency, if any.

2.4.4 Cost Savings

Contractor/Developer shall work cooperatively with Architect, Construction Manager, subcontractors, and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Maximum Price shall be identified by Contractor/Developer and approved in writing by the District. In the event Contractor/Developer realizes a savings on any aspect of the Project, such savings shall be added to the Contingency and expended consistent with the

Contingency. In addition, any portion of Allowance remaining after completion of the Project shall be added to the Contingency. If any cost savings require revisions to the Construction Documents, Contractor/Developer shall work with the District and Architect with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. Contractor/Developer shall be entitled to an adjustment of Contract Time for delay in completion caused by any cost savings adopted by District pursuant to **Exhibit D**, if requested in writing before the approval of the cost savings.

2.4.5 If the District exercises its Purchase Option pursuant to this **Exhibit C**, any reduction in the Guaranteed Maximum Price resulting from that exercise of the Purchase Option, if any, shall be retained in full by the District and shall not be shared with Contractor/Developer.

3. Tenant Improvement Payments

Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor/Developer an amount equal to the Guaranteed Maximum Price as modified pursuant to the terms of the Facilities Lease, including **Exhibit C** and **Exhibit D**, less the Loan Amount for the Lease Payments ("Tenant Improvement Payments"). The District shall withhold an amount equal to one-third (1/3) of the Loan Amount as indicated in **Attachment 3** to **Exhibit C** from the last three (3) payments to Contractor/Developer for its Work on the Project. Otherwise, the Tenant Improvement Payments will be processed based on the amount of Work performed according to Contractor/Developer's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease, including withholding for or escrow of retention of five percent (5%) of the Guaranteed Maximum Price. The withholding for the Loan Amount shall be separate from and in addition to withholding for or escrow of retention.

4. Lease Payments

Upon execution of the Memorandum of Commencement Date, the form of which is attached to the Facilities Lease as **Exhibit E**, the District shall commence making lease payments to Contractor/Developer in accordance with the Schedule attached hereto as **Attachment 3**.

4.1 The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in monthly installments as indicated in the Schedule of Lease Payments attached hereto as **Attachment 3** for the duration of the lease term of one (1) year, with the first Lease Payment due ninety (90) days after execution of the Memorandum of Commencement Date.

4.2 The District represents that the annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.3 Fair Rental Value

District and Contractor/Developer have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties

under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.4 Each Lease Payment Constitutes a Current Expense of the District

4.4.1 The District and Contractor/Developer understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.4.2 Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.4.3 The District covenants to take all necessary actions to include the Lease Payments in each of its final approved annual budgets.

4.4.4 The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and payable during the period covered by each such budget. Contractor/Developer acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.4.5 Contractor/Developer cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

5. District's Purchase Option

5.1 If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the balance of the "Loan Amount" identified in **Attachment 3**, which is exclusive of interest that would have otherwise been owed, as of the date the option is exercised ("Option Price"). Said payment shall be made on or before the date on which the District's lease payment would otherwise be due for that month ("Option Date").

5.2 District shall provide to Contractor/Developer a written notice no less than ten (10) days prior to the Option Date. The notice will include that District is exercising its

option to purchase the Project as set forth above on the Option Date. If the District exercises this option, the District shall pay directly to Contractor/Developer the Option Price on or prior to the Option Date and Contractor/Developer shall at that time deliver to District an executed Termination Agreement and Quitclaim Deed in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.

5.3 Under no circumstances can the first Option Date be on or before ninety (90) days after Contractor/Developer completes the Project and the District accepts the Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; ATTACHMENTS FOLLOW]

ATTACHMENT 1

PRELIMINARY SERVICES COSTS

Use for Preliminary Construction Services

Project Name:	**RFP #:**
Item	**Amount**
I. Preliminary Construction Services Fee	$_____
II. Allowance for On-site Evaluation of Existing Conditions/Site Investigations	$_____ (Total lines a+b+c+d+e+f below)
a. Potholing, eight (8) Locations	$_____
b. Electrical & Low Voltage System Investigations at Building C	$_____
c. Asphalt Core Sampling, three (3) locations	$_____
d. Water Pressure Testing at Building C	$_____
e. Natural Gas Pressure Testing at Building C	$_____
f. Exploratory Demo and Investigation at Building C	$_____
Total Preliminary Construction Services Fee (Fee + Allowance)	$_____ (total lines I + II above)
Staffing that would be part of General Conditions	
Project Executive (hourly rate)	$_____
Project Manager (hourly rate)	$_____
Project Superintendent (hourly rate)	$_____
Project Engineer (hourly rate)	$_____
Safety Officer (hourly rate)	$_____
Estimator (hourly rate)	$_____
Scheduler (hourly rate)	$_____

Mark-up on Subcontractor change order work (inclusive of OH&P)	_____%
Mark-up on self-performed change order work (inclusive of OH&P)	_____%
Fee / overhead & profit as part of the GMP (as a percentage of direct costs)	_____%
Bond cost (as a percentage of direct costs)	_____%
Insurance cost (as a percentage of direct costs)	_____%
Builder's Risk (Percentage)	_____%
Other costs (identify in sufficient detail for evaluation, either as a lump sum or a percentage of direct costs. If there are no additional charges, then please state zero (0) here.)	$___or_____%

ATTACHMENT 2

GUARANTEED MAXIMUM PRICE

Cost Proposal Summary Form
GUARANTEED MAXIMUM PRICE

Respondent hereby submits the following for the Project.
All percentages shall remain fixed through the duration of the Project.

Respondent's Name:		
Project Name:		
Description	**Amount**	**Comments**
1. Construction Cost Total (Direct Costs of Work)	$_____	Scope as indicated as the "Cost to Perform Work" in Exhibit C to the Facilities Lease to perform the "Scope of Work for Construction Services" indicated in this RFP.
1a. Subcontractor Performed Costs **1b. Contractor Self-Performed Costs**	$_____	Provide a breakdown of Item 1 above, Construction Cost Total
2. General Conditions Requirements		tions and s a fixed
3. Preliminary Servic		
4. Subtotal (Sum of Items 1+2+3)	$_____	Sum of Items 1+2+3
5. Mark-Up on Subcontractor Work (based on Item 1a above)	_____% $ _____	Apply to Item 1a. The Respondent's charge for mark-up on subcontractor performed work shall be expressed as **both** a fixed percentage of direct costs of the work performed by its subcontractors **and** as a fixed dollar amount for the direct costs of the work performed by its subcontractors. Respondent indicated its proposed mark-ups on subcontractor work in its response to the RFP. Respondent now must confirm the mark-up on subcontractor work values.
6. Mark-Up on Self- Performed Work (based on Item 1b above)	_____% $ _____	Apply to Item 1b. The Respondent's charge for mark-up on self-performed work shall be expressed as **both** a fixed percentage of direct costs on self-performed work **and** as a fixed dollar amount on self-performed work for the Respondent with its own forces. Respondent indicated its proposed mark-ups on self-performed work in its response to the RFP. Respondent now must confirm the mark-up on self-performed values.

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NOT FOR USE IN
PRELIMINARY CONSTRUCTION
SERVICES

7. Fee / Overhead & Profit **(Apply to 4,5,& 6)**	_____% $ _____	Apply to Items 4, 5 & 6. The Respondent's charge for fee/overhead & profit shall be expressed as **both** a fixed percentage of direct costs **and** a fixed dollar amount of direct costs. Respondent indicated its proposed fee/overhead & profit in its response to RFP. Respondent now must confirm the value.
8. Bonds and Insurance Costs **(Apply to 4,5,6, 7)**	_____% $ _____	The Respondent's charge for Bonds and Insurance shall be expressed as **both** a fixed percentage of direct costs **and** a fixed dollar amount of direct costs. Respondent indicated its proposed bonds and insurance costs in its response to the RFP. Respondent now must confirm the value.
9. District Controlled Conting		as a set amount,
10. Total GMP		*
Financing Charge	_____%	The Respondent's charge for interest on the Lease Payments the District must pay. ***
District Controlled Allowance	$	Allowance is a set amount and it is included in the total GMP.
Other Costs (if any)	$_____	Identify in sufficient detail for evaluation, either as a lump sum or a percentage of direct costs.

NOT FOR USE IN PRELIMINARY CONSTRUCTION SERVICES

* **RFP Rates.** All percentages, hourly rates, or charges shall be **at or below** the Respondent's amounts in its response to the RFP.
Preliminary (Preconstruction) Services. The Scope of Services for Preliminary Services are generally outlined in **Preliminary Services Agreement (PSA)** for the Project. The amount the District is requesting here is a **not-to-exceed** amount for which the Respondent will bill hourly based on District-approved tasks performed consistent with the staffing rates in Respondent's response to the RFP.
***Financing.** Respondent will finance a portion of the Guaranteed Maximum Price for a period of time. Although the exact amount may be adjusted at the District's discretion, it is anticipated that the financing for this Project will at or below 5% of the total Guaranteed Maximum Price. During the Project, the District will make Tenant Improvement Payments for work performed, and after Completion of the District will make monthly Lease Payments of **one-twelfth** (**1/12**) of the total financed amount for the Project, plus an agreed-upon interest charge for the Project. **Please provide the District with your proposed interest charge.**

ATTACHMENT 3

SCHEDULE OF LEASE PAYMENTS

(sample-complete at GMP Stage)

Amortization Schedule*

Loan Amount: $

Interest: __% Annual

Term in Months 12.00

Payment Frequency Monthly

Payment	Monthly Payment	Principal Payment	Interest Payment	Balance
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
Totals				

***If the amortization schedule is left blank at the time the District awards the Facilities Lease to Contractor/Developer, then the following amounts shall apply:

Loan Amount:	$1,000,000 or 10% of the Project Estimate listed in the RFP, whichever is lower
Interest:	5% Annual
Term in Months	12.00
Payment Frequency	Monthly

End of Section

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

1.1.2 Allowance(s): The Allowance Item(s) identified in Exhibit C and included in the Guaranteed Maximum Price. Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor/developer/developer hereby authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

1.1.3 Allowance Expenditure Directive: Written authorization for expenditure of an Allowance, if any. Contractor/developer shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor/developer has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work.

1.1.4 Approval, Approved, and/or Accepted: Written authorization, unless stated otherwise.

1.1.5 Architect (or "Design Professional in General Responsible Charge"): The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

As-Builts: Digitally prepared and reproducible full-size set of drawings using the Project Management Information System application, or comparable, to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. When called for by Division 1, Contractor/developer shall submit As-Built

pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format PDF and CAD plus one set of As-Built Drawings on reproduceable medium.

1.1.6 Bidder: A Contractor/developer who intends to provide a proposal to the District to perform the Work of this Contract.

1.1.7 Burdened: The labor rate for Contractor/developer or any Subcontractor inclusive of any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind.

1.1.8 Change Order: A written order to the Contractor/developer authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price/ Guaranteed Maximum Price or Contract Time.

1.1.9 Claim: A Contractor/developer Claim within the meaning of Public Contract Code sections 9204 and/or 20104 et seq.

1.1.10 Completion (or "Project Completion"): Where the Work to construct the Project is 100% complete, including all punch list items. Final DSA approval of the Project is not required for Project Completion.

1.1.11 Construction Change Directive: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.12 Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

1.1.13 Construction Schedule: The progress schedule of construction of the Project as provided by Contractor/developer and approved by District.

1.1.14 Contingency. The GMP proposal will contain, as part of the estimated cost of the Work, Project's Contingency, a sum mutually agreed upon, controlled by District, and monitored by District and Contractor/developer to cover costs that are properly reimbursable as a cost of the Work, but are not the basis for a Change Order. Project's Contingency will not be used for changes in scope or for any item that would be the basis for an increase in the GMP. Contractor/developer will provide District with a monthly accounting of charges against Project's Contingency, if applicable, with each application for payment. Any unused Project Contingency belongs to District

1.1.15 Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor/developer,

identified as the Contract Documents. The Contract Documents consist of the following documents:

1.1.15.1 Site Lease
1.1.15.2 Facilities Lease, including Exhibits A-L
1.1.15.3 Notice to Bidders
1.1.15.4 Instructions to Bidders (Contractor /Developer)
1.1.15.5 Bid Form and Proposal
1.1.15.6 Bid Bond
1.1.15.7 Designated Subcontractors List
1.1.15.8 Site Visit Certification (if a site visit was required)
1.1.15.9 Non-Collusion Declaration
1.1.15.10 Off-Road Diesel-Fueled Fleet Certification (if applicable)
1.1.15.11 Notice of Award
1.1.15.12 Notice to Proceed
1.1.15.13 Agreement
1.1.15.14 Escrow of Bid Documentation
1.1.15.15 Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
1.1.15.16 Guarantee Form
1.1.15.17 Performance Bond
1.1.15.18 Payment Bond (Contractor/developer's Labor & Material Bond)
1.1.15.19 General Conditions
1.1.15.20 Special Conditions (if applicable)
1.1.15.21 Project Labor Agreement (if applicable)
1.1.15.22 Hazardous Materials Procedures and Requirements
1.1.15.23 Workers' Compensation Certification
1.1.15.24 Prevailing Wage Certification
1.1.15.25 Disabled Veteran Business Enterprise Participation Certification (if applicable)
1.1.15.26 Drug-Free Workplace Certification (if applicable)
1.1.15.27 Tobacco-Free Environment Certification (if applicable)
1.1.15.28 Workplace Violence Prevention Plan Certification
1.1.15.29 Drug and Alcohol-Free Schools Certification (if applicable)
1.1.15.30 Hazardous Materials Certification (if applicable)
1.1.15.31 Lead-Based Materials Certification (if applicable)
1.1.15.32 Imported Materials Certification (if applicable)
1.1.15.33 Criminal Background Investigation/Fingerprinting Certification
1.1.15.34 Roofing Project Certification (if applicable)
1.1.15.35 DIR Registration Verification
1.1.15.36 Iran Contracting Act Certification (if applicable)
1.1.15.37 Russia Sanctions Compliance Certification (if applicable)
1.1.15.38 Federal Debarment Certification (if applicable)
1.1.15.39 Federal Byrd Anti-Lobbying Certification (if applicable)
1.1.15.40 Post Bid Interview (if used)
1.1.15.41 All Plans, Technical Specifications, and Drawings
1.1.15.42 Front Ends (District provided Div 00 and Div 01)
1.1.15.43 Any and all addenda to any of the above documents
1.1.15.44 Any and all change orders or written modifications to the above documents if approved in writing by the District

1.1.16 Contract Price/ Guaranteed Maximum Price : The total monies payable to the Contractor/developer under the terms and conditions of the Contract Documents.

1.1.17 Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.18 Contractor/developer: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.19 Daily Job Report(s): Daily Project reports prepared by the Contractor/developer's employee(s) who are present on Site, which shall include the information required herein.

1.1.20 Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.21 Department of Industrial Relations (or "DIR"): is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

1.1.22 Design Professional in General Responsible Charge: See definition of **Architect** above.

1.1.23 Dispute: A separate demand by Contractor/developer for a time extension, or payment of money or damages arising from Work done by or on behalf of the Contractor/developer pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor/developer is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.24 District: The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

1.1.24.1 Direct the Contractor/developer to communicate with or provide notice to the Construction Manager, District PM, or the Architect on matters for which the Contract Documents indicate the Contractor/developer will communicate with or provide notice to the District; and/or

1.1.24.2 Direct the Construction Manager, District PM, or the Architect to communicate with or direct the Contractor/developer on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor/developer.

1.1.25 Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.26 DSA: Division of the State Architect.

1.1.27 Force Account Directive: A process that may be used when the District and the Contractor/developer cannot agree on a price for a specific portion of work or before the Contractor/developer prepares a price for a specific portion of work and whereby the Contractor/developer performs the work as indicated herein on a time and materials basis.

1.1.28 Job Cost Reports: Any and all reports or records detailing the costs associated with work performed on or related to the Project that Contractor/developer shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

1.1.29 Labor Commissioner's Office (or "Labor Commissioner", also known as the Division of Labor Standards Enforcement ("DLSE")): Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

1.1.30 Material Safety Data Sheets (or "MSDS"). A form with data regarding the properties for potentially harmful substances handled in the workplace.

1.1.31 Municipal Separate Storm Sewer System (or "MS4"): A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.32 Plans: See **Drawings**.

1.1.33 Potential Allowance Expenditure: Refer to "Allowance Expenditure Directive."

1.1.34 Potential Contingency Expenditure: Refer to "Contingency."

1.1.35 Premises: The real property owned by the District on which the Site is located.

1.1.36 Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.37 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor/developer to illustrate a material, product, or system for some portion of the Work.

1.1.38 Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Program Manager herein shall be read to refer to District.

1.1.39 Project: The planned undertaking as provided for in the Contract Documents.

1.1.40 Project Inspector (or "Inspector"): The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.41 Project Labor Agreement (or "PLA"): A prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

1.1.42 Project Management Information System. The District requires the use of the District's Project Management Information System, Procore, for Contractor/developer, Architect, District, Inspector of Record etc. for Project business including but not limited to Change Orders, Submittals, PAE, PCE, PCOs, RFI's, Meeting Minutes, Agendas, Schedule of Values, Daily Reports, Schedules, etc. to communicate Project business additions and/or deductions, updates, regular communications, etc. to the Contract, supported by attached detailed documentation.

1.1.43 Proposed Change Order (or "PCO"): A written request prepared by the Contractor/developer requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work, to the Guaranteed Maximum Price, and/or to the Contract Time.

1.1.44 Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.45 Qualified SWPPP Practitioners (or "QSP"): Certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.46 Record Drawings: Unless otherwise defined in the Special Conditions, Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents, that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. The Hand off of as-builts from the Contractor/developer to the Architect is defined in 20.2.2.2. above. The requirements for the Architect to create and provide a final Record Set to the District is expressed in the Architect's Agreement with the District.

1.1.47 Request for Information (or "RFI"): A written request prepared by the Contractor/developer requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor/developer believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.48 Request for Substitution for Specified Item: A request by Contractor/developer to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.49 Safety Orders: Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.50 Safety Plan: Contractor/developer's safety plan specifically adapted for the Project. Contractor/developer's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.51 Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.52 Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor/developer, a Subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.53 Site: The Project site as shown on the Site Lease and Drawings.

1.1.54 Sole Source Products. Specific products the District uses. Refer to Facilities Department for sole source products the District.

1.1.55 Specifications: That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.56 State: The State of California.

1.1.57 Storm Water Pollution Prevention Plan (or "SWPPP"): A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.58 Subcontractor: A Contractor/developer and/or supplier who is under contract with the Contractor/developer or with any other Subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.59 Submittal Schedule: The schedule of submittals as provided by Contractor/developer and approved by District.

1.1.60 Surety: The person, firm, or corporation that executes as surety the Contractor/developer's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.61 Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning the Contract; Venue

Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

To the fullest extent permitted by California law, any action or proceeding that may be brought, or arise out of, in connection with or by reason of this Contract shall exclusively be litigated in the State of California and the county in which the District administration office is located shall be the venue for such litigation.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4 No Assignment

Contractor/developer shall not assign this Contract or any part thereof including, without limitation, any Work or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor/developer shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5 Notice and Service Thereof

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

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.5.1.5 Electronic mail may be used for convenience but is not a substitute for the notice and service requirements herein.

1.6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions for Specified Items

Unless the Special Conditions contain different provisions, Contractor/developer shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

1.7.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor/developer may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.7.1.1 If the material, process, or article offered by Contractor/developer is not, in the opinion of the District, substantially equal or better in every

respect to that specified, then Contractor/developer shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.7.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor/developer shall not be entitled to request a substitution with respect to those materials, products or services.

1.7.2 A request for a substitution shall be submitted as follows:

1.7.2.1 Contractor/developer shall notify the District in writing of any request for a substitution at least ten (10) days prior to proposal opening as indicated in the Request for Qualifications and Proposals.

1.7.2.2 Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice to Proceed with Construction.

1.7.3 Within 35 days after the date of the Notice to Proceed with Construction, Contractor/developer shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

1.7.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.7.3.2 Available maintenance, repair or replacement services;

1.7.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.7.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

1.7.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.7.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor/developer. Contractor/developer warrants that if substitutes are approved:

1.7.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.7.4.2 Contractor/Developer provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.7.4.3 Contractor/developer shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price/ Guaranteed Maximum Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by Contractor/developer without a change in the Contract Price/ Guaranteed Maximum Price or Contract Time;

1.7.4.4 Contractor/developer shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.7.4.5 Contractor/developer shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, Contractor/developer agrees to execute a deductive Change Order to reflect that credit.

1.7.5 In the event Contractor/developer furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor/developer .

1.7.6 In no event shall the District be liable for any increase in Contract Price/ Guaranteed Maximum Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7.7 Contractor/developer shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor/developer and/or to accommodate Contractor/developer ’s means and methods. District may deduct those costs from any amounts owing to Contractor/developer for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor/developer for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor/developer and/or to accommodate Contractor/developer ’s means and methods.

1.8 Materials and Work

1.8.1 Except as otherwise specifically stated in this Contract, Contractor/developer shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract, in a good and workmanlike manner, within the Contract Time.

1.8.2 Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified, workmanship shall be of good quality, and Contractor/developer shall use all diligence to inform itself fully as to the required manufacturer’s instructions and to comply therewith.

1.8.3 Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected from the elements, theft, vandalism, or other loss or damage as required.

1.8.4 For all materials and equipment specified or indicated in the Drawings, the Contractor/developer shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5 Contractor/developer shall, after award of Contract by District and after relevant submittals have been reviewed, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor/developer shall, upon five (5) days' demand from District, present documentary evidence showing that orders have been placed.

1.8.6 District reserves the right but has no obligation, in response to Contractor/developer's neglect or failure in complying with the above instructions, to place orders for such materials and/or equipment as the District may deem advisable in order that the Work may be completed at the date specified in the Contract, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor/developer or deducted from payment(s) to Contractor/developer.

1.8.7 Contractor/developer warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor/developer further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor/developer may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor/developer shall advise District as to owner thereof.

1.8.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor/developer, Contractor/developer and Contractor/developer's Surety shall promptly, on demand by District and at Contractor/developer's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

1.8.7.2 If the Contractor/developer fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor/developer under the Contract.

1.8.8 Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor/developer for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor/developer in hands of District (e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9 Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor/developer until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Should the District, in its discretion, allow the Contractor/developer to store materials and/or equipment for the Work off-site, Contractor/developer will store said materials and/or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Contractor/developer shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

1.8.10 [RESERVED]

1.9 Storage of Items Off-Site. The District may request that Contractor/developer procure and store off-site certain equipment, supplies, and or materials. In addition, the Contractor/developer may request that it be permitted to procure and store off-site certain equipment, supplies, and or materials. In either case, and before the District issues payment for those item(s), the Contractor shall comply with the insurance and/or bond requirements herein related to the storage of off-site items that the District has paid for and that the Contractor/developer remains in possession of

2. [RESERVED]

3. ARCHITECT

3.1 The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

3.2 Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3 Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4 Contractor/developer shall provide District and the Construction Manager with a copy of all written communication between Contractor/developer and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

4.1 If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor/developer and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor/developer's responsibility.

4.2 The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor/developer; any Subcontractor; the Contractor/developer or Subcontractor's respective agents, employees; or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3 If the District does not use a Construction Manager on this Project, all references within the Contract Documents to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

5.1.1 One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor/developer shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least forty-eight (48) hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx. Inspection of Work shall not relieve Contractor/developer from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor/developer and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor/developer shall instruct its Subcontractors and employees accordingly.

5.1.3 If Contractor/developer and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Contractor/developer.

5.2 Tests and Inspections

5.2.1 Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2 The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor/developer. The Contractor/developer shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3 The Contractor/developer shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, which must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4 Any material shipped by the Contractor/developer from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5 The District will select the testing laboratory and pay for the cost of all tests and inspections, excepting those inspections performed at Contractor/developer's request and expense. Contractor/developer shall reimburse

the District for any and all laboratory costs or other testing costs for any materials found to be not in compliance with the Contract Documents. At the District's discretion, District may elect to deduct laboratory or other testing costs for noncompliant materials from the Contract Price/ Guaranteed Maximum Price , and such deduction shall not constitute a withholding.

5.3 Costs for After Hours and/or Off-Site Inspections

If the Contractor/developer performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor/developer and may be invoiced to the Contractor/developer by the District or the District may deduct those expenses from the next Progress Payment.

6. CONTRACTOR/DEVELOPER

Contractor/developer shall construct and complete, in a good and workmanlike manner, the Work for the Contract Price/ Guaranteed Maximum Price including any adjustment(s) to the Contract Price/ Guaranteed Maximum Price pursuant to provisions herein regarding changes to the Contract Price/ Guaranteed Maximum Price . Except as otherwise noted, Contractor/developer shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Contractor/developer

6.1.1 Contractor/developer represents and warrants that Contractor/developer is an independent Contractor/developer or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor/developer understands and agrees that it and all of its employees and its Subcontractors shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor/developer shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees. Contractor/developer is and shall at all times be wholly responsible for the manner in which it, its agents, and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor/developer or any of Contractor/developer's Subcontractors, agents or employees. District shall be permitted to monitor the Contractor/developer's activities to determine compliance with the terms of this Contract.

6.1.2 As required by law, Contractor/developer and all Subcontractors shall be properly licensed and regulated by the Contractor/developers State License Board, 9821 Business Park Drive, Sacramento, California 95827, http://www.cslb.ca.gov.

6.1.3 As required by law, Contractor/developer and all Subcontractors shall be properly registered as public works Contractor/developers by the Department of Industrial Relations at: https://www.dir.ca.gov/public-works/Contractor/developer-registration.html or current URL.

6.1.4 Contractor/developer represents that Contractor/developer and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

6.1.5 [RESERVED]

6.1.6 Contractor/developer represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Work required under this Contract and that no person having any such interest shall be employed by Contractor/developer.

6.1.7 [RESERVED]

6.1.8 If Contractor/developer intends to make any change in the name or legal nature of the Contractor/developer's entity, Contractor/developer must first notify the District in writing prior to making any contemplated change. The District shall determine in writing if Contractor/developer's intended change is permissible while performing this Contract.

6.1.9 Preparation of Solicitation of Subsequent Contracts .Contractor/developer 's duties and services under this Facilities Lease shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor/developer 's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/developer shall cooperate with the District to ensure that all Respondents for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor/developer pursuant to this Facilities Lease.

6.2 Project Inspection Card(s)

Contractor/developer shall verify that forms DSA 152 (or the current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

6.3 Contractor/developer's Supervision

6.3.1 During progress of the Work, Contractor/developer shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Contractor/developer, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

6.3.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor/developer's employees.

6.3.3 Before commencing the Work herein, Contractor/developer shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor/developer's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Contractor/developer's project manager and/or construction superintendent proves to be unsatisfactory to Contractor/developer, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, the unsatisfactory project manager and/or construction superintendent shall be replaced. However, Contractor/developer shall notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Contractor/developer's project manager and construction superintendent shall each represent Contractor/developer, and all directions given to Contractor/developer's project manager and/or construction superintendent shall be as binding as if given to Contractor/developer.

6.3.4 Contractor/developer acknowledges the quality and qualifications of the Key Personnel were important factors in District's selection of Contractor/developer for the Project. Contractor/developer and District agree that the personal services of the Key Personnel are a material term of the Contract Documents. Contractor/developer and District agree further that the substitution or removal or change in role or level of effort of such Key Personnel would result in damages to the District, the measure of which would be impractical or extremely difficult to fix. In lieu such damages, District and Contractor/developer have agreed to liquidated damages as described below:

6.3.5 Before commencing the Work herein, Contractor/developer shall give written notice to District of Contractor/developer 's Key Personnel.

6.3.6 Key Personnel shall be the same as those individuals identified in Contractor/developer 's response to the District's RFP.

6.3.7 For any substitution of any Key Personnel individual before the end of the individual's Project commitment period provided in Contractor/developer 's Key Personnel staffing schedule, District may assess once, and Contractor/developer shall accept, liquidated damages in the amount of six (6) times the gross monthly salary for each substituted Key Personnel.

6.3.8 Contractor/developer ’s Key Personnel shall not be changed except with prior written notice to, and approval by, District.

6.3.9 If any of Contractor/developer ’s Key Personnel prove to be unsatisfactory to Contractor/developer , or to District, any of the District's employees, agents, the Construction Manager, or the Architect, the unsatisfactory Key Personnel shall be replaced. However, Contractor/developer shall immediately notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of Key Personnel shall be made promptly and must be satisfactory to the District. Contractor/developer ’s Key Personnel shall each represent Contractor/developer , and all directions given to Key Personnel shall be as binding as if given to Contractor/developer.

6.3.10 Contractor/developer shall give efficient supervision to Work, using its best skill and attention. Contractor/developer shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor/developer or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor/developer shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.4 Safety Vests Policy for Contractor/developer and Subcontractors On Site

6.4.1 All Contractor/developer and their subcontractors doing work for the District will provide their workers with safety vests. These safety vests will be worn by all members of the Contractor/developer 's staff who are working in a District facility.

6.4.2 Safety vests must contain the following information:

6.4.2.1 Name of Contractor/developer prominently displayed on the back of the vests.

6.4.3 Safety vests are to be worn when the Contractor/developer or his/her employees are on site and must be visible at all times. Contractor/developer must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the vests upon request.

6.4.4 Continued failure to display vests as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor/developer.

6.5 Duty to Provide Fit Workers

6.5.1 Contractor/developer and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor/developer to ensure compliance with this requirement.

District may require Contractor/developer to permanently remove unfit persons from Project Site.

6.5.2 Any person in the employ of Contractor/developer or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.5.3 The Contractor/developer shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.5.4 Fingerprinting. Contractor/developer shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its Subcontractor(s), and its Subcontractors' employees. Contractor/developer shall not permit any employee to have any contact with District pupils until such time as Contractor/developer has verified in writing to the governing board of the District, (A) that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). Contractor/developer shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

6.6 Field Office

6.6.1 Contractor/developer shall provide a temporary office on the Site for the District's use exclusively, during the term of the Contract. Refer also to General Requirements section 01 52 13 FIELD OFFICES and 01 50 00 TEMPORARY FACILITIES AND CONTROLS.

6.6.2 If Contractor/developer chooses to provide a field office, it shall be an acceptable construction trailer that is well-lit and ventilated. The construction trailer shall be equipped with shelves, desks, filing cabinet, chairs, plan table, regular serviced bottled water, and other supplies and equipment items needed. Trailer and equipment are the property of the Contractor/developer and must be removed from the Site upon completion of the Work. Prior to Contractor/developer considering a temporary office location, a site map indicating proposed location must be approved in writing by District.

6.6.3 Contractor/developer shall provide any additional electric lighting and power required for the trailer. Contractor/developer shall make adequate provisions for heating and cooling as required.

6.6.4 Contractor/developer shall also provide and maintain office for the use of the District representatives, the Inspector and the Architect on the site at location to be determined by the District/ and or District Representative.

6.7 Conferences and Meetings.

6.7.1 In addition to the conference and meeting requirements in the Specifications, Contractor/developer 's supervisory personnel for the Work and the Contractor/developer 's management personnel shall attend all required meetings as required by the Contract Documents or as requested by the District. The Contractor/developer 's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor/developer and to bind the Contractor/developer . The Contractor/developer is solely responsible for arranging for the attendance by Subcontractors and Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District**.**

6.7.2 Preconstruction Conference. The Contractor/developer 's representatives (and representatives of Subcontractors as requested by the District) shall attend a preconstruction conference at such time and place as designated by the District. The preconstruction conference will generally address the requirements of the Work and Contract Documents, and establish construction procedures. Subject matters of the preconstruction conference will include as appropriate: (a) administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor/developer , Subcontractors, Project Inspector, and others performing any part of the Work or services relating to the Work; (b) Submittals; (c) Changes; (d) employment practices, including Certified Payroll preparation and submission and prevailing wage rate responsibilities of the Contractor/developer and Subcontractors; (e) Progress Schedule development and maintenance; (f) development of Schedule of Values and payment procedures; (g) implementation of BIM, if applicable; (h) communication procedures, including the handling of Requests for Information; (i) emergency and safety procedures; (j) Site visitor policies; (k) conduct of Contractor/developer /Subcontractor personnel at the Site; and (l) Completion, Punchlist and closeout procedures.

6.7.3 Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor/developer 's representatives and representatives of Subcontractors (as requested by the District) shall attend progress meetings. Progress Meetings will be chaired by the District or the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely Completion, if any. The purposes of the progress meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress schedule and submittals. Contractor/developer shall prepare and submit at each progress meeting a three (3) week look-ahead schedule identifying all planned activities for the next three (3) weeks and any deviations from activities in the current Construction Schedule.

6.7.4 Special Meetings. As deemed necessary or appropriate by the District, special meetings will be conducted with the participation of the Contractor/developer , Subcontractors and other Project participants as requested by the District.

6.7.5 Minutes of Meetings. Following the conclusion of the preconstruction conference, progress meetings and special meetings, the Architect or the Construction

Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor/developer notifies the Architect and the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor/developer . If the Contractor/developer timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled progress meeting.

6.8 Purchase of Materials and Equipment

6.8.1 The Contractor/developer is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays**.**

6.8.2 All materials and equipment shall be stored on-Site and secured by Contractor/developer unless otherwise approved in writing by the District.

6.8.3 Off-Site Storage of Materials and Equipment Only Upon District's Written Consent. If Contractor/developer intends to store materials and/or equipment off-site after the District has paid for those materials and/or equipment, Contractor/developer must first obtain the District's express, written consent. If Contractor/developer receives District's consent to store materials and/or equipment off site ("Stored Materials"), Contractor/developer shall comply with all of the following:

6.8.4 Property of Others Insurance. Contractor/developer shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage acceptable to the District that shall protect Contractor/developer and District from all claims for Stored Materials that are lost, stolen, or damaged. The District shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a "loss payable endorsement" stating that all amounts payable will be paid as a joint check to the Contractor/developer and District. If approved in advance by District, this required insurance may be obtained by an "Employee Theft Protection Insurance Policy" or an "Employee Theft Protection Bond."

6.8.5 Payment for Stored Materials. District shall only make payment to Contractor/developer for Stored Materials if agreed upon in advance, in writing, by the District and provided that Contractor/developer submits an itemized list of all Stored Materials with Contractor/developer 's Application for Payment. Contractor/developer 's itemized list of all Stored Materials shall be supported by all of the following:

6.8.6 Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material; and

6.8.7 Verified invoices for the Stored Materials;

6.8.8 Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance required by the District. These documents shall include certificates and endorsements stating the coverage and that the District is a loss payee or obligee, as appropriate; and

6.8.9 An express, signed document from Contractor/developer indicating that the District may, at any time and at its sole discretion, have unhindered and unqualified access to all Stored Materials and to remove the Stored Materials.

6.9 Sole Source Products

District utilizes several specific acceptable material, product, or thing for the Project because, among other things, it is necessary to match other products in use throughout the District. Note that the list of providers and products is under review, and additions may be incorporated. Accordingly, Public Contract Code section 3400, subdivision (b), is not applicable to the designation of the Product.

6.9.1 Specific products or system are as follows:

6.9.1.1 HVAC Systems, Manufacturer of building automation systems (i.e. HVAC) , Alerton

6.9.1.1.1 Pursuant to Public Contract Code section 3400, these products fall into the exception: "In order to match other products in use on a particular public improvement either completed or in the course of completion." Alerton is the provider of the District's HVAC systems used throughout the District. The complexity of this proprietary system make it impractical to use another manufacturer's products

6.9.1.2 Energy Management Systems with Automation, Syserco

6.9.1.2.1 Pursuant to Public Contract Code section 3400, these products fall into the exception: "In order to match other products in use on a particular public improvement either completed or in the course of completion." Syserco is the provider of the District's Energy Management Systems with automation and is the authorized systems integrator for Alerton Products

6.9.1.3 Door Hardware, Schlage/Ingersoll Rand

6.9.1.3.1 Pursuant to Public Contract Code section 3400© these products fall into the exception: "In order to match other products in use on a particular public improvement either completed or in the course of completion." Ingersoll-Rand is the provider of the District Standard Door Hardware used

throughout the District. The complexity of this proprietary system make it impractical to use another manufacturer's products

6.9.1.4 Fire Detection and Alarm System Notifier, Siemens AG

6.9.1.4.1 Pursuant to Public Contract Code section 3400, these products fall into the exception: "In order to match other products in use on a particular public improvement either completed or in the course of completion." Siemens AG is the provider of the District Standard fire detection and alarm system used throughout the District. The complexity of this proprietary system make it impractical to use another manufacturer's products.

6.9.1.4.2 Siemens, as the District's approved sole source vendor, must perform all programming, testing, and commissioning of the proprietary fire alarm system. Other contractors may install conduits, pull wires, and mount devices; Siemens *must be* contracted to carry out the programming, testing, and system acceptance. This requirement ensures liability and responsibility remain with Siemens in their role as the District's sole source provider for the system and its maintenance.

6.9.1.5 Telephone System, Cisco Call Manager

6.9.1.5.1 Specification Section 27 20 00. Pursuant to Public Contract Code section 3400 these products fall into the exception: "In order to match other products in use on a particular public improvement either completed or in the course of completion." Cisco is the provider of the District Standard telephone system used throughout the District. The complexity of this proprietary system make it impractical to use another manufacturer's products.

6.9.1.6 Security Card Readers, HID Global

6.9.1.6.1 Specification Section 28 20 00. Pursuant to Public Contract Code section. Per 3400© these products fall into the exception: "In order to match other products in use on a particular public improvement either completed or in the course of completion." HID Global products are the District standards for security card readers used throughout the District. These products are integrated into the proprietary security system.

6.9.1.7 Security Control Pads and Equipment, Sonitrol

6.9.1.7.1 Specification Section 28 20 00. Pursuant to Public Contract Code section Per 3400 these products fall into the exception: "In order to match other products in use on a particular public improvement either completed or in the course of completion." Sonitrol products are the District standards for the District security system used throughout the District. is the provider of

the District The complexity of this proprietary system make it impractical to use another manufacturer's products.

6.9.1.8 Security Door Contracts, Sentrol

6.9.1.8.1 Specification Section 28 20 00.Pursuant to Public Contract Code section. Per 3400© these products fall into the exception: "In order to match other products in use on a particular public improvement either completed or in the course of completion." Sentrol products are the District standards for security door contacts used throughout the District. is the provider of the District These products are integrated into the proprietary security system. adjusted

6.10 Documents on Work

6.10.1 Contractor/developer shall at all times keep on the Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor/developer shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor/developer, Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor/developer shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor/developer shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.10.2 Daily Job Reports.

6.10.2.1 Contractor/developer shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor/developer's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.10.2.1.1 A brief description of all Work performed on that day.
6.10.2.1.2 A summary of all other pertinent events and/or occurrences on that day.
6.10.2.1.3 The weather conditions on that day.
6.10.2.1.4 A list of all Subcontractor(s) working on that day, including DIR registration numbers.
6.10.2.1.5 A list of each Contractor/developer employee working on that day and the total hours worked for each employee.
6.10.2.1.6 A complete list of all equipment on Site that day, whether in use or not.

6.10.2.1.7 A complete list of all materials, supplies, and equipment delivered on that day.

6.10.2.1.8 A complete list of all inspections and tests performed on that day.

6.10.2.2 Each day Contractor/developer shall provide a copy of the previous day's Daily Job Report to the District or the Construction Manager.

6.11 Preservation of Records

Contractor/developer shall maintain, and District shall have the right to inspect, Contractor/developer's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor/developer's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor/developer, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor/developer shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor/developer shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.12 Integration of Work

6.12.1 Contractor/developer shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other Contractor/developers, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.12.2 Contractor/developer shall make its own layout of lines and elevations and shall be responsible for the accuracy of both Contractor/developer's and Subcontractors' work resulting therefrom.

6.12.3 Contractor/developer and all Subcontractors shall take all field dimensions required in performance of the Work and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor/developer shall bring such discrepancies to the attention of the District and Architect for adjustment before

proceeding with the Work. In doing so, it is recognized that Contractor/developer is not acting in the capacity of a licensed design professional, and that Contractor/developer's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Contractor/developer's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Contractor/developer's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations. Following receipt of written notice from Contractor/developer, the District and/or Architect shall inform Contractor/developer what action, if any, Contractor/developer shall take with regard to such discrepancies.

6.12.4 All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor/developer, inclusive of repair work. Schedule delays resulting from unauthorized work shall be Contractor/developer's responsibility.

6.12.5 Contractor/developer shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other Contractor/developer except with consent of District.

6.13 Notifications

6.13.1 Contractor/developer shall notify the Architect and Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least forty-eight (48) hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

6.13.2 Contractor/developer shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least forty-eight (48) hours in advance by submitting form DSA 156 (or current version) to the Project Inspector.

6.14 Obtaining of Permits, Licenses and Registrations

6.14.1 Contractor/developer shall secure and pay for all permits (except DSA), licenses, registrations, approvals and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. The Contractor/developer shall obtain and pay, only when legally required, for all licenses, registrations, approvals, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment.

6.14.2 General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities.

6.14.2.1 Contractor/developer acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

6.14.2.2 Contractor/developer shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor/developer shall pay any fees and any penalties that may imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

6.14.2.3 Contractor/developer shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall perform on-site inspections and implement and monitor any and all SWPPP requirements applicable to the Project, including required visual observations, sampling, analysis, reporting and record keeping, including of Total Maximum Daily Loads ("TMDL") of pollutants and construction dewatering and discharge, and Best Management Practices ("BMPs").

6.15 Royalties and Patents

6.15.1 Contractor/developer shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date that the license is legally required to continue the Work without interruption. Contractor/developer shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor/developer has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor/developer shall indemnify and defend the District, Architect and Construction Manager against any loss or damage unless the Contractor/developer promptly informs the District of its information.

6.15.2 The review by the District or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be only its adequacy for the Work and shall not approve use by the Contractor/developer in violation of any patent or other rights of any person or entity.

6.16 Work to Comply With Applicable Laws and Regulations

6.16.1 Contractor/developer shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor/developer observes that Drawings and Specifications are at variance therewith, or should Contractor/developer become aware of the development of conditions not covered by Contract Documents that may result in finished Work being at variance therewith, Contractor/developer shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

6.16.1.1 National Electrical Safety Code, U.S. Department of Commerce

6.16.1.2 National Board of Fire Underwriters' Regulations

6.16.1.3 International Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

6.16.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.16.1.5 Industrial Accident Commission's Safety Orders, State of California

6.16.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.16.1.7 Americans with Disabilities Act

6.16.1.8 Education Code of the State of California

6.16.1.9 Government Code of the State of California

6.16.1.10 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.16.1.11 Public Contract Code of the State of California

6.16.1.12 California Art Preservation Act

6.16.1.13 U.S. Copyright Act

6.16.1.14 U.S. Visual Artists Rights Act

6.16.2 Contractor/developer shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.).

6.16.3 If Contractor/developer performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor/developer shall bear all costs arising therefrom and arising from the correction of said Work.

6.16.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor/developer shall be responsible for satisfying requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

6.16.5 [RESERVED]

6.17 Safety/Protection of Persons and Property

6.17.1 The Contractor/developer will be solely and completely responsible for conditions of the Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.17.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor/developer shall supply sufficient hard hats to properly equip all employees and visitors.

6.17.3 Any construction review of the Contractor/developer's performance is not intended to include review of the adequacy of the Contractor/developer's safety measures in, on, or near the Site.

6.17.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor/developer.

6.17.5 The Contractor/developer shall furnish to the District a copy of the Contractor/developer's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.17.6 Contractor/developer shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor/developer's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.17.7 Contractor/developer shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor/developer shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and

the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.17.8 Hazards Control – Contractor/developer shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor/developer shall prevent accumulation of wastes that create hazardous conditions. Contractor/developer shall provide adequate ventilation during use of volatile or noxious substances.

6.17.9 Contractor/developer shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor/developer.

6.17.10 Contractor/developer shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor/developer shall correct such violation promptly.

6.17.11 Contractor/developer shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.17.12 In an emergency affecting safety of life or of work or of adjoining property, Contractor/developer, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor/developer on account of emergency work shall be determined by agreement.

6.17.13 All salvage materials will become the property of the Contractor/developer and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.17.14 All connections to public utilities and/or existing on-site services, including, without limitation, internet, phone and data connections, shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.17.15 Contractor/developer shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.17.16 Contractor/developer shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor/developer shall be

responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor/developer shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

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

6.17.18 Contractor/developer shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor/developer shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.17.19 Contractor/developer, Contractor/developer's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire and/or logos, or behavior will be permitted. District may require Contractor/developer to temporarily or permanently remove non-complying persons from Project Site.

6.17.20 Contractor/developer shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor/developer shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.17.21 In the event that the Contractor/developer enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor/developer shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor/developer shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.18 Photos, Videos and Use of Drones.

6.18.1 Contractor/developer may photograph or video the progress of the Work and shall provide all of those photos and videos to the District at the District's request. Contractor/developer may utilize drones or similar aerial equipment to photograph, video or monitor the progress of the Work and for security purposes,

but Contractor/developer must comply with all legal requirements of the Federal government, the State of California, and the County and City in which the Project is located, applicable to the use of drones or similar aerial equipment. In addition, Contractor/developer shall ensure that no photographs, videos or digital recordings of any kind are taken of District students or staff.

6.18.1.1 If Contractor/developer utilizes drones or any other unmanned aircraft during construction operations, Contractor/developer must either ensure its insurance coverage includes unmanned aircraft operations or procure and maintain a separate aircraft liability policy to cover unmanned aircraft operations.

6.19 Archaeological Finds / Human Remains

6.19.1 If Contractor/developer discovers any archeological artifacts during excavation and/or construction, Contractor/developer will immediately stop all affected Work and notify the District immediately, who will:

6.19.2 Call in a qualified archaeologist to assess the discovery and suggest further mitigation, as necessary.

6.19.3 Be responsible for contacting the county coroner and a qualified archaeologist.

6.19.4 If any remains are determined to be Native American, the District will contact the appropriate tribal representative.

6.19.5 Refer to Best Management Practices, Special Coinditions, Appendix A required for the Contractor/Developer for the District.

6.20 Working Evenings and Weekends

Contractor/developer may be required to work increased hours, evenings, and/or weekends at no additional cost to the District. Contractor/developer shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor/developer shall perform all evening and/or weekend work only upon District's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor/developer shall reimburse the District for any increased or additional Inspector charges as a result of Contractor/developer's increased hours, or evening and/or weekend work.

6.21 Cleaning Up

6.21.1 The Contractor/developer shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor/developer shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor/developer must

erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor/developer at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.21.2 Contractor/developer at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Contractor/developer shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Contractor/developer fails to clean up, District may do so and the cost thereof shall be charged to Contractor/developer. If Contract is for work on an existing facility, Contractor/developer shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for continued operations. Contractor/developer shall comply with all related provisions of the Specifications.

6.21.3 If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor/developer a 24-hour written notice to mitigate the condition.

6.21.4 Should the Contractor/developer fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District may, at its sole discretion, then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price/ Guaranteed Maximum Price .

6.22 No Relief from Obligations Based on Review by Other Persons

6.22.1 Contractor/developer shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

7. SUBCONTRACTORS

7.1 Contractor/developer shall provide the District with information for all Subcontracts as indicated in the Contractor/developer's Submittals and Schedules Section herein.

7.2 No contractual relationship exists between the District and any Subcontractor, supplier, or sub-Subcontractor by reason of this Contract.

7.3 Contractor/developer agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor/developer shall subcontract any part of this Contract,

Contractor/developer shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor/developer. The divisions or sections of the Specifications and/or the arrangement of the drawings are not intended to control the Contractor/developer in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor/developer of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5 Contractor/developer is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor/developer is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Contractor/developer's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 No Contractor/developer whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100 et seq. of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, and section 1771.1 of the Labor Code, either:

7.6.1 Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

7.6.2 Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3 Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor/developer's total bid as to which his original bid did not designate a Subcontractor.

7.7 The Contractor/developer shall be responsible for the coordination of the trades, Subcontractors, sub-Subcontractors, and material or equipment suppliers working on the Project.

7.7.1 If the Contract is valued at $1 million or more and uses, or plans to use, state bond funds, then Contractor/developer is responsible for ensuring that first tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

7.7.2 Contractor/developer is responsible for ensuring that all Subcontractors are properly registered as public works Contractor/developers by the Department of Industrial Relations.

7.8 Contractor/developer is solely responsible for settling any differences between the Contractor/developer and its Subcontractor(s) or between Subcontractors.

7.9 Contractor/developer must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

7.10 Bidding for Subcontractor Work Contractor/developer shall solicit and procure subcontractor's pursuant the subcontractor procurement process.

7.11 Contractor/developer agrees and acknowledges that the Subcontractor Procurement Process is integral to the Parties negotiating in good faith to agree upon a GMP. If Contractor/developer fails to comply with any of its obligations to procure Subcontractors in the Contract Documents, it will be considered a material breach and Default of the Facilities Lease, and the District shall have the right to terminate the Facilities Lease.

7.12 After Contractor/developer solicits Subcontractors, Contractor/developer shall prepare the Guaranteed Maximum Price.

8. OTHER CONTRACTS/CONTRACTOR/DEVELOPERS

8.1 District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor/developer shall afford other Contractor/developers reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor/developer's Work with the work of other Contractor/developers.

8.2 In addition to Contractor/developer's obligation to protect its own Work, Contractor/developer shall protect the work of any other Contractor/developer that Contractor/developer encounters while working on the Project.

8.3 If any part of Contractor/developer's Work depends for proper execution or results upon work of District or any other Contractor/developer, the Contractor/developer shall inspect and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other Contractor/developer's work that render Contractor/developer's Work unsuitable for proper execution and results. Contractor/developer shall be held accountable for damages to District for District's or any other Contractor/developer's work that Contractor/developer failed to inspect or should have inspected. Contractor/developer's failure to inspect and report shall constitute Contractor/developer's acceptance of all District's or any other Contractor/developer's work as fit and proper for reception of Contractor/developer's Work, except as to defects that may develop in District's or any other Contractor/developer's work after execution of Contractor/developer's Work and not caused by execution of Contractor/developer's Work.

8.4 To ensure proper execution of its subsequent work, Contractor/developer shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

8.5 Contractor/developer shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor/developer may perform this Contract in light of the other contracts, if any.

8.6 Nothing herein contained shall be interpreted as granting to Contractor/developer exclusive occupancy of the Site, the Premises, or of the Project. Contractor/developer shall not cause any unnecessary hindrance or delay to the use and/or operation(s) of the Premises and/or to District or any other Contractor/developer working on the Project. If simultaneous execution of any contract or Premises operation is likely to cause interference with performance of Contractor/developer's Contract, Contractor/developer shall coordinate with those Contractor/developer(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1 A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor/developer and/or in the Table of Contents.

9.2 Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 **Trade Name or Trade Term.** It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor/developer that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

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

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor/developer observes that Drawings and Specifications are in conflict with the Contract Documents, Contractor/developer shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6 In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy

or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

9.7 Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor/developer shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.8 As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

9.9 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor/developer in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor/developer nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor/developer, Subcontractors, sub-Subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR/DEVELOPER'S SUBMITTALS AND SCHEDULES

Contractor/developer's submittals shall comply with the provisions and requirements of the Specifications including, without limitation, Submittals.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values

10.1.1 Contractor/developer shall comply with the construction schedule attached to the Facilities Lease as Exhibit F ("Construction Schedule"). [To be attached when available.]

10.1.2 Contractor/developer shall be responsible for the development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM

Schedule"). CPM Schedule shall be cost loaded based on Schedule of Values as approved by District

10.1.3 Contractor/developer must provide all schedules both in hard copy and electronically, in a native format (e.g., P6, Microsoft Project "P6" or Primavera) approved in advance by the District.

10.1.4 The District will review the schedules submitted and Contractor/developer shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.5 The District shall have the right at any time to discuss with Contractor/developer revisions to the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.6 All schedules must be approved by the District before Contractor/developer can rely on them as a basis for payment.

10.2 Preliminary Schedule

10.2.1 Within TEN (10) calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor/developer shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.2.2 Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

10.2.3 The District is not required to approve a preliminary schedule of construction with early completion, i.e., one that shows early completion dates for the Work and/or milestones. Contractor/developer shall not be entitled to extra compensation if the District approves a Construction Schedule with an early completion date and Contractor/developer completes the Project beyond the date shown in the schedule but within the Contract Time. A Construction Schedule showing the Work completed in less than the Contract Time, the time between the early completion date and the end of the Contract Time shall be Float.

10.2.4 Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price/ Guaranteed Maximum Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress

payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.2.4.1 Divided into at least the following categories:

10.2.4.1.1 Overhead and profit;
10.2.4.1.2 Supervision;
10.2.4.1.3 General conditions;
10.2.4.1.4 Layout;
10.2.4.1.5 Mobilization;
10.2.4.1.6 Submittals;
10.2.4.1.7 Bonds and insurance;
10.2.4.1.8 Close-out/Certification documentation;
10.2.4.1.9 Demolition;
10.2.4.1.10 Installation;
10.2.4.1.11 Rough-in;
10.2.4.1.12 Finishes;
10.2.4.1.13 Testing;
10.2.4.1.14 Punchlist and District acceptance.

10.2.4.2 And also divided by each of the following areas:

10.2.4.2.1 Site work;
10.2.4.2.2 By each building;
10.2.4.2.3 By each floor.

10.2.4.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.2.4.3.1 Mobilization and layout combined to equal not more than 1%;
10.2.4.3.2 Submittals, samples and shop drawings combined to equal not more than 3%;
10.2.4.3.3 Bonds and insurance combined to equal not more than 2.5%.
10.2.4.3.4 Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

10.2.4.4 Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor/developer's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.2.4.5 Contractor/developer shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor/developer's bid. For example, without limiting the foregoing, Contractor/developer shall not "front-load" the preliminary schedule of

values with dollar amounts greater than the value of activities performed early in the Project.

10.2.4.6 The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor/developer, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor/developer shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.2.4.7 Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor/developer without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.2.5 Schedule of Values

10.2.5.1 The Contractor/developer shall provide for District review and approval prior to commencement of the Work a schedule of values for all of the Work, which includes quantities and prices of items aggregating the Guaranteed Maximum Price and subdivided into component parts as per specifications. The Schedule of Values shall not be modified or amended by the Contractor/developer without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District. The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.2.6 Preliminary Schedule of Submittals.

10.2.6.1 A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor/developer shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than ninety (90) days after the Notice to Proceed.

10.2.6.2 Safety Plan. Contractor/developer's Safety Plan specifically adapted for the Project. Contractor/developer's Safety Plan shall comply with the following requirements:

10.2.6.2.1 All applicable requirements of California Division of Occupational Safety and Health ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.2.6.2.2 All applicable DSA requirements for a site safety plan including, without limitation, Chapter 33 of the California Fire Code ("CFC"). The section of the plan addressing the requirements of Section 3303.1.1 of the CFC shall be a separate and clearly identified section for submission to DSA.

10.2.6.2.3 All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.2.6.2.4 Contractor/developer's Safety Plan shall be in English and in the language(s) of the Contractor/developer's and its Subcontractors' employees.

10.2.6.3 Update DIR Registration Verification. The name, address, telephone number, facsimile number, California State Contractor/developers License number, classification, DIR registration number and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

10.2.7 Contractor/developer must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.2.8 The District will review the schedules submitted and the Contractor/developer shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.2.9 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.2.10 All schedules must be approved by the District before Contractor/developer can rely on them as a basis for payment.

10.3 Monthly Progress Schedule(s)

10.3.1 Contractor/developer shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.3.2 Contractor/developer shall submit Monthly Progress Schedule(s) with all payment applications.

10.3.3 Contractor/developer must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project "P6" or Primavera) approved in advance by the District.

10.3.4 The District will review the schedules submitted and the Contractor/developer shall make changes and corrections in the schedules as requested by the District and resubmit the schedules within five (5) working days until approved by the District.

10.3.5 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.3.6 All schedules must be approved by the District before Contractor/developer can rely on them as a basis for payment.

10.3.7 All schedules must be approved by the District before Contractor/developer can rely on them as a basis for payment. District shall use best efforts to approve all submittals and schedules on or before fourteen (14) days after presentation of the same from Contractor/developer , providing there are no extenuating circumstances, and no such approval shall be unreasonably withheld by District.

10.3.8 Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor/developer under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor/developer 's obligations under this Contract.

10.4 Weekly Schedule Report

At the Weekly Progress Meeting, the Contractor/developer shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

10.5 Daily Construction Reports

On a daily basis, Contractor/developer shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor/developer shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor/developer , Subcontractor, area, sub-area, and Change Order Work. Upon request of District, Contractor/developer shall furnish a USB flash drive of this database. Contractor/developer shall obtain District's written approval of the daily

construction report database format prior to implementation. At minimum, Contractor/developer shall include in the reports:

10.5.1 Project name and Project number.

10.5.2 Contractor/developer 's name and address.

10.5.3 Weather, temperature, and any unusual site conditions.

10.5.4 Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors.

10.5.5 Descriptions shall be referenced to CPM scheduled activities.

10.5.6 Worker quantities for its own Work force and for Subcontractors of any tier.

10.5.7 Equipment, other than hand tools, utilized by Contractor/developer and Subcontractors.

10.6 Logistics Plan

Contractor/developer shall provide a staging and logistics plan identifying laydown areas, loading and unloading areas, crane locations, fence locations, temporary utility connections, trailer locations, and emergency evacuation meeting area. This Logistics Plan must be approved by the District prior to the Contractor/developer mobilizing on the Site and shall be updated and revised upon the District's request.

10.7 Material Safety Data Sheets (MSDS)

Contractor/developer is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Site for any material requiring a Material Safety Data Sheet per the federal "Hazard Communication" standard, or employees' "right to know" law. The Contractor/developer is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

10.8 Submittals

10.8.1 Architect's favorable review shall neither be construed as a complete check nor relieve the Contractor/developer, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor/developer has, in writing, called Architect's attention to the deviations at the time of submission and the Architect has given specific written response. "Favorable review" shall mean merely that Architect has no objection to Contractor/developer using, upon Contractor/developer's own full responsibility, plan or method of Work proposed, or furnishing materials or equipment proposed.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

Before bidding on this Work, Contractor/developer shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor/developer shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

Prior to commencing the Work, Contractor/developer and the District's representative shall survey the Site to document the condition of the Site. Contractor/developer will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey. This electronic record shall serve as a basis for determining any damages caused by the Contractor/developer during the Project. The Contractor/developer may also document any pre-existing conditions in writing, provided that both the Contractor/developer and the District's representative agree on said conditions and sign a memorandum documenting the same.

11.2 Soils Investigation Report

11.2.1 When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be available to the Contractor/developer but shall not be a part of this Contract and shall not alleviate or excuse the Contractor/developer's obligation to perform its own investigation. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor/developer may not rely thereon. By submitting its bid, Contractor/developer acknowledges that it has made visual examination of Site and has made whatever tests Contractor/developer deems appropriate to determine underground condition of soil. Although any such report is not a part of this Contract, recommendations from the report may be included in the Drawings, Specifications, or other Contract Documents. It is Contractor/developer's sole responsibility to thoroughly review all Contract Documents, Drawings, and Specifications.

11.2.2 Contractor/developer agrees that no claim against District will be made by Contractor/developer for damages and hereby waives any rights to damages if, during progress of Work, Contractor/developer encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3 Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor/developer shall

provide safe and proper facilities for such access so that District's representatives may perform their functions.

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor/developer at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2 The Contractor/developer shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. Contractor/developer shall follow best practices, including but not limited to potholing to avoid utilities. District shall not be liable for any claim for allowances because of Contractor/developer's error, failure to follow best practices, or negligence in acquainting itself with the conditions at the Site.

11.4.3 Contractor/developer shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor/developer shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

Contractor/developer shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

The Contractor/developer, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor/developer unless an inquiry identification number has been assigned to the Contractor/developer or any Subcontractor and the Contractor/developer has given the District the identification number. Any damages

arising from Contractor/developer's failure to make appropriate notification shall be at the sole risk and expense of the Contractor/developer. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor/developer and shall not be considered for an extension of the Contract Time.

11.9 Existing Utility Lines

11.9.1 Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor/developer shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2 Locations of existing utilities provided by District shall not be considered exact but approximate within a reasonable margin and shall not relieve Contractor/developer of responsibilities to exercise reasonable care or costs of repair due to Contractor/developer's failure to do so. District shall compensate Contractor/developer for the costs of locating, repairing damage not due to the failure of Contractor/developer to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3 No provision herein shall be construed to preclude assessment against Contractor/developer for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4 If Contractor/developer, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor/developer shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned discovered facilities without prior written notification to the District shall be borne by the Contractor/developer.

11.10 Notification

Contractor/developer understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor/developer to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor/developer's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11 Hazardous Materials

Contractor/developer shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12 No Signs

Neither the Contractor/developer nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

11.13 Signage, if Approved, for Installation by District

Refer to District. District will provide minimum and maximum size requirements, installation types, restrictions on locations, text graphic images, limitations, and requirements/restrictions if signage is allowed. Prior approval from District required for any signage on or adjacent to job site, on campus, trailers, lay down areas, etc. All signage requires a full-size sample for review, verification of text, graphics, other relevant requirements, and approval from the District along with written approval to install and site map indicating placement of proposed signage.

12. TRENCHES

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price/ Guaranteed Maximum Price exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor/developer shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan, stamped by a licensed engineer retained by the Contractor/developer, showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3 No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

12.4 No Excavation without Permits

The Contractor/developer shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor/developer shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1 Material that the Contractor/developer believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor/developer's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Contractor/developer whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor/developer's cost of, or time required for, performance of any part of the Work, the Contractor/developer shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor/developer shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1 Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor/developer and/or its Subcontractor(s) shall be at least as broad as the amounts and include the provisions set forth herein.

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor/developer shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance in a form at least as broad as Insurance Services (ISO) Form CG 00 01 that shall protect Contractor/developer, its agents, representative, employees, or Subcontractors, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for products and completed operations, property damage, bodily injury and personal injury, death, advertising injury, and medical payments arising from, or in connection with, the performance of the Work of the Project within the Contract Documents at the required limits, or Contractor/developer shall procure and maintain these coverages separately. Contractor/developer shall procure and maintain Automobile Liability Insurance in a form at least as broad as ISO Form CA 0001 covering Code 1 (any auto) at the required limits, or Contractor/developer shall procure and maintain these coverages separately.

13.1.1.2 Contractor/developer's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars ($5,000) for deductible or twenty-five thousand dollars ($25,000) for self-insured retention, respectively, unless approved in writing by District.

13.1.1.3 All such policies shall be written on an occurrence form.

13.1.2 Excess Liability Insurance

13.1.2.1 If Contractor/developer's underlying policy limits are less than required, subject to the District's sole discretion, Contractor/developer may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Excess Liability Insurance Policy shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor/developer's primary and excess liability policies are exhausted.

13.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor/developer, District, its trustees, employees, and agents, the State, Construction Manager(s), Program Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.3 Subcontractor(s): Contractor/developer shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with minimum limits at least equal to the amount required of Contractor/developer except where smaller minimum limits are permitted as set forth in the Special Conditions. For Commercial General Liability coverage, Subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

13.1.4 Workers' Compensation and Employers' Liability Insurance

13.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Contractor/developer and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2 Contractor/developer shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor/developer shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor/developer's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor/developer shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.4.3 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Contractor/developer, its employees, agents and Subcontractors.

13.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

Contractor/developer shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Project and no coinsurance penalty provisions. The cost value basis shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged

portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6 Pollution Liability Insurance

13.1.6.1 Contractor/developer shall procure and maintain Pollution Liability Insurance in a form at least as broad as ISO Form CG 2415 that shall protect Contractor/developer, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or Contractor/developer shall procure and maintain these coverages separately. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.

13.1.6.2 Contractor/developer warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

13.1.6.3 If the services involve lead-based paint or asbestos identification/ remediation, Contractor/developer's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/ remediation, Contractor/developer's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

13.1.6.4 If Contractor/developer is responsible for removing any pollutants from a site, then Contractor/developer shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

13.1.7.1 Contractor/developer shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor/developer and its Subcontractor(s) have procured all required insurance and Contractor/developer has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

13.1.7.2.1 A clause stating the following, or other language acceptable to the District:

"This policy shall not be canceled until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

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

13.1.7.2.3 All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. General liability coverage can be provided in the form of an endorsement to the Contractor/developer's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

13.1.7.2.4 All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.7.2.5 Contractor/developer's and Subcontractors' insurance coverage at least as broad as ISO CG 20 01 04 13 shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s), and/or Architect(s). This requirement shall also apply to any Excess liability policies.

13.1.7.2.6 Contractor/developer's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

13.1.7.3 No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor/developer or Contractor/developer's broker has provided written notice to District, Architect(s), and Construction Manager(s) stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

13.1.7.4 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor/developer's commencement of Work, including subsequent policies purchased as renewals or replacements.

Said policy is to be renewed by the Contractor/developer and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover the Contractor/developer and all Subcontractors for all claims made. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy from with a retroactive date prior to the effective date of this Agreement, or the start of Work date, the Contractor/developer must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the District for review.

13.1.7.5 Contractor/developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s), and/or Architect(s).

13.1.7.6 Unless otherwise stated in the Special Conditions, all of Contractor/developer's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.7.7 The insurance requirements set forth herein shall in no way limit the Contractor/developer's liability arising out of or relating to the performance of the Work or related activities.

13.1.7.8 Failure of Contractor/developer and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

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13.1.8 Insurance Policy Limits

13.1.8.1 Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	$5,000,000 per occurrence; $10,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	$1,000,000
Workers' Compensation		Statutory limits pursuant to State law
Employers' Liability		$1,000,000 per accident for bodily injury or disease
Builder's Risk (Course of Construction)		Full replacement value for scope of Work
Pollution Liability		$1,000,000 per claim; $2,000,000 aggregate

13.1.8.2 If Contractor/developer normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor/developer hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

13.2 Contract Security - Bonds

13.2.1 Contractor/developer shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price/ Guaranteed Maximum Price as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price/ Guaranteed Maximum Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Bid and Contract Price/ Guaranteed Maximum Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

14.1.1 The Contractor/developer shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, Contractor/developer shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **TWO (2)** years after the later of the following dates, unless a longer period is provided for in the Contract Documents:

14.1.2.1 The acceptance by the District's governing board of the Work, subject to these General Conditions, or

14.1.2.2 The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor/developer shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **TWO (2)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor/developer and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor/developer and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor/developer and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.3 If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of District operations, District will attempt to give the notice required above. If Contractor/developer or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor/developer and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.4 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor/developer shall furnish to District

all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.5 Nothing herein shall limit any other rights or remedies available to District.

14.2 Indemnity and Defense

14.2.1 To the furthest extent permitted by California law, the Contractor/developer shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate Contractor/developers, board members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to the performance of the Work under this Contract by the Contractor/developer, its Subcontractors, vendors, or suppliers. However, the Contractor/developer's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of the Contractor/developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor/developer to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor/developer's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

14.2.2 To the furthest extent permitted by California law, Contractor/developer shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to the performance of the Work under this Contract by the Contractor/developer, its Subcontractors, vendors, or suppliers. However, without impacting Contractor/developer's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor/developer's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor/developer proposes to defend the Indemnitees. If a conflict-of-interest bars joint representation of Contractor/developer and Indemnitees, District shall have the right to select its own counsel, subject to Contractor/developer's reasonable right of rejection. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor/developer shall reimburse such Indemnitee for any expenditures. Even if

the Contractor/developer assumes the defense of the District with acceptable counsel, the District, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Contractor/developer of any of its obligations hereunder. Contractor/developer's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor/developer's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor/developer to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor/developer's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor/developer shall give prompt notice to the District in the event of any Claim(s).

14.2.3 Without limitation of the provisions herein, if the Contractor/developer's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor/developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor/developer shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

14.2.4 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor/developer of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

14.2.5 In any and all Claims against any of the Indemnitees by any employee of the Contractor/developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor/developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor/developer or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.6 The District may retain so much of the moneys due the Contractor/developer as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from the Contractor/developer that they will unconditionally defend the District, Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

14.2.7 The Contractor/developer's defense and indemnification obligations hereunder shall survive the completion of Work, the warranty/guarantee period, and the termination of the Contract.

15. TIME

15.1 Notice to Proceed

15.1.1 District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor/developer has received the Notice to Proceed, Contractor/developer shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor/developer, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor/developer that Contractor/developer shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.1.3 If the Contractor/developer believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor/developer, Contractor/developer may terminate the Contract. Contractor/developer's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Contractor/developer of District's notice of postponement. It is further understood by Contractor/developer that in the event that Contractor/developer terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor/developer for the Work that Contractor/developer had performed at the time of notification of postponement. Should Contractor/developer terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

15.2 Computation of Time / Adverse Weather

15.2.1 The Contractor/developer will only be allowed a time extension for Adverse Weather conditions if requested by Contractor/developer in compliance with the time extension request procedures and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein;

15.2.1.2 Contractor/developer can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3 The Contractor/developer's crew is dismissed as a result of the Adverse Weather;

15.2.1.4 Said delay adversely affects the critical path in the Construction Schedule; and

15.2.1.5 Exceeds twelve (12) days of delay per year. Refer to Special Conditions.

15.2.2 If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated herein.

15.2.3 The Contractor/developer shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Contractor/developer and Subcontractors shall continuously furnish sufficient and competent workforces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.3.3 No Work during State Testing

Contractor/developer shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally required tests. The District or District's Representative will provide Contractor/developer with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

15.4 Progress and Completion

15.4.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor/developer confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 No Commencement Without Insurance or Bonds

The Contractor/developer shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor/developer commences Work without insurance and bonds, all Work is performed at Contractor/developer's peril and shall not be compensable until and unless Contractor/developer secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5 Schedule

Contractor/developer shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor/developer's Submittals and Schedules section of these General Conditions.

15.6 Expeditious Completion

The Contractor/developer shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

Contractor/developer and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor/developer shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor/developer and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Contractor/developer shall not be charged for liquidated damages because of any delays in completion of the Work which are not the fault of Contractor/developer or its Subcontractors, including adverse weather delays, strikes, acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor/developer shall, within five (5) calendar days of beginning of any delay, including a Force Majeure event, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect ("Notice of Delay"). District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay and shall not apply to other portions of Work not so affected. An extension of

time may only be granted if Contractor/developer has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor/developer's Notice of Delay and request for a time extension pursuant to subparagraph 16.2 is a condition precedent to Contractor/developer's submittal of and/or entitlement to a claim pursuant to Article 25 of these Construction Provisions. Contractor/developer shall notify the District pursuant to the Claims Process provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Contractor/developer requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor/developer fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor/developer must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Time Impact Analysis"). Such Time Impact Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule and main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path. (This information must be provided for any portion of any delay of seven (7) days or more.) The Contractor/developer shall be responsible for all costs associated with the preparation of Time Impact Analyses.

16.2.4 A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor/developer shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor/developer shall provide a schedule diagram comparing the original sequence to the revised sequence of work. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. At District's discretion, the Contractor/developer can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

16.2.5 Contractor/developer must comply with requirements in subsection 16.2 for a Notice of Delay and supporting justification notwithstanding if Contractor/developer contends the specific delay period is unknown and continuing. When submitting a Notice of Delay and supporting justification, Contractor/developer must provide an estimated delay duration to critical path activities at the time the Notice of Delay and supporting justification is required to be submitted. Failure of the Contractor/developer to perform in accordance with the current schedule update shall not be excused by submittal of a Notice of Delay. If Contractor/developer contends the delaying event(s) are continuing, Contractor/developer must update monthly the estimated delay period with supporting justification.

16.2.6 Contractor/developer's failure to timely submit a written Notice of Delay and/or provide the justification required in subparagraph 16.2 shall constitute Contractor/developer's waiver of any right to later submit a Proposed Change Order or pursue a Claim on the circumstances giving rise to the request, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits because the Contractor/developer will not have satisfied a condition precedent or exhausted administrative remedies required to show entitlement to a Contract Time adjustment. Contractor/developer acknowledges that these written notices and justification requirements are critically important to District's Work, Project management, and evaluating potential options and alternatives to implement mitigation efforts to reduce or eliminate additional Project costs and delays.

16.3 No Additional Compensation for Delays Within Contractor/developer's Control

16.3.1 Contractor/developer is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor/developer-prepared drawings or approve a proposed installation. Accordingly, Contractor/developer shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor/developer is not entitled to make a claim for damages or delays arising from the review of Contractor/developer's drawings.

16.3.2 Contractor/developer shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

16.3.2.3 The delay was not within the contemplation of the District and Contractor/developer;

16.3.2.4 The delay could not have been avoided or mitigated by Contractor/developer's reasonable diligence; and

16.3.2.5 Contractor/developer timely complies with the claims procedure of the Contract Documents.

16.3.3 Where an event for which District is responsible impacts the projected Completion Date, the Contractor/developer shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor/developer shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor/developer would expend to mitigate District-caused time impact. The Contractor/developer shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Contractor/developer is responsible for the cost to prepare the mitigation plan.

16.3.4 Where a change in the Work extends the Contract Time, Contractor/developer may request and recover additional, actual direct costs, provided that Contractor/developer can demonstrate such additional costs are:

16.3.4.1 Actually incurred performing the Work;

16.3.4.2 Not compensated by the Markup allowed; and

16.3.4.3 Directly result from the extended Contract Time.

16.3.5 Contractor/developer shall comply with all required procedures, documentation and time requirements in the Contract Documents. Contractor/developer may not seek or recover such costs using formulas (e.g. Eichleay, labor factors). No time will be granted under this Contract for cumulative effect of changes.

16.4 Force Majeure

"Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend

performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. No obligation that arose before the Force Majeure event that could and should have been fully performed before such Force Majeure event is excused as a result of such Force Majeure event. At the District, tariffs are perceived as an exclusion from Force Majeure.

16.5 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor/developer, but its use shall be determined solely by the District.

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor/developer shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor/developer and/or to accommodate the Contractor/developer's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Contractor/developer shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor/developer shall be fully responsible for any and all delays and/or expenses caused by Contractor/developer's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Contract Price/ Guaranteed Maximum Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the Work by Contractor/developer and shall be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor/developer proceeds with any change in Work without a Change Order

executed by the District or Construction Change Directive, Contractor/developer waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor/developer be entitled to any claim of additional compensation or time not expressly requested by Contractor/developer in a Proposed Change Order or approved by District in an executed Change Order.

17.1.4 A Change Order or Construction Change Directive will become effective when approved by the Board, notwithstanding that Contractor/developer has not signed it. A Change Order or Construction Change Directive will become effective without Contractor/developer's signature provided District indicates it as a "Unilateral Change Order". Any dispute as to the adjustment in the Contract Price/ Guaranteed Maximum Price or Contract Time, if any, of the Unilateral Change Order shall be resolved pursuant to the Payments and Claims Process provisions herein.

17.1.5 Contractor/developer understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price/ Guaranteed Maximum Price , or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

17.3 Price Request

17.3.1 Definition of Price Request

A Price Request is a written request prepared by the Architect requesting the Contractor/developer to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price/ Guaranteed Maximum Price and the Contract Time.

17.3.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor/developer to provide the cost breakdowns required herein. The Contractor/developer shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.4 Change Orders

17.4.1 A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor/developer, the Architect, and approved by the

Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.4.1.1 A description of a change in the Work;

17.4.1.2 The amount of the adjustment in the Contract Price/ Guaranteed Maximum Price , if any; and

17.4.1.3 The extent of the adjustment in the Contract Time, if any.

17.5 Proposed Change Order

17.5.1 Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor/developer requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

17.5.2 Changes in Contract Price/ Guaranteed Maximum Price

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price/ Guaranteed Maximum Price . In no case shall Contractor/developer or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.5.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. The Contractor/developer shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor/developer fails to request a time extension in a PCO, including the Time Impact Analysis, then the Contractor/developer is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor/developer or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.5.4 Allowances

If there is an Allowance, then Contractor/developer shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor/developer has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work.

If Allowance was included in Contract Price/ Guaranteed Maximum Price before mark-up ("above the line"), Allowance Expenditure Directives shall be based on Contractor/developer's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental. No mark-up for insurance, bonds, overhead and profit shall be added to the Allowance Expenditure Directive unless Allowance was included in the Contract Price/ Guaranteed Maximum Price after mark-up ("below the line"). Allowance will only be treated as "below the line" if shown in the Bid Documents and the Bid Documents are escrowed.

Any unused portion of the Allowance, and related mark-up if Allowance was included above the line, will revert to the District documented by a deductive Change Order. Contractor/developer authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

Whenever actual costs are more than the Allowance, the amount covered by the Allowance will be approved at cost (i.e., only the amount within the Allowance will be approved for payment). Contractor/developer must follow the Change Order procedure to adjust the Contract Price/ Guaranteed Maximum Price for amounts in excess of the Allowance.

17.5.5 Unknown and/or Unforeseen Conditions

Separate from what is provided in the Allowance, if Contractor/developer requests an increase in Contract Price/ Guaranteed Maximum Price and/or Contract Time that is based at least partially on Contractor/developer's assertion that Contractor/developer has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor/developer shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor/developer shall complete the Project without any increase in Contract Price/ Guaranteed Maximum Price and/or Contract Time based on that PCO.

17.5.6 Time to Submit Proposed Change Order

Contractor/developer shall submit its PCO, using Document 00 63 57 (Proposed Change Order Form), within five (5) working days of the date Contractor/developer discovers, or reasonably should have discovered, the circumstances giving rise to the PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor/developer's submission of PCOs so that the District can promptly investigate the basis for the PCO. Accordingly, if Contractor/developer fails to submit its PCO within this timeframe, Contractor/developer waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price/ Guaranteed Maximum Price and/or Time based on circumstances giving rise to the PCO.

17.5.7 Proposed Change Order Certification

In submitting a PCO, Contractor/developer certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor/developer submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor/developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor/developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

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17.6 Format for Proposed Change Order

17.6.1 The following format shall be used as applicable by the District and the Contractor/developer (e.g. Change Orders, PCO's, Allowance Expenditure Directives) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

	WORK PERFORMED OTHER THAN BY CONTRACTOR/DEVELOPER	**ADD**	**DEDUCT**
(a)	**Material** (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Add Overhead and Profit for any and all Tiers of Subcontractor**, the total not to exceed ten percent (10%) of Item (d)		
(f)	**Subtotal**		
(g)	**Add General Conditions Cost** (if Time is Compensable) (attach supporting documentation)		
(h)	**Subtotal**		
(i)	**Add Overhead and Profit for Contractor/developer**, not to exceed_____ percent (_____%) of Item (h) (if applicable)		
(j)	**Subtotal**		
(k)	**Add Bond and Insurance**, not to exceed _____ percent (_____%) of Item (j) (if applicable)		
(l)	**TOTAL**		
(m)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

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	WORK PERFORMED BY CONTRACTOR/DEVELOPER	**ADD**	**DEDUCT**
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Add General Conditions Cost** (if Time is Compensable) (attach supporting documentation)		
(e)	**Subtotal**		
(f)	**Add Overhead and Profit for Contractor/developer**, not to exceed _____ percent (_____%) of Item (e) (if applicable)		
(g)	**Subtotal**		
(h)	**Add Bond and Insurance**, not to exceed _____ percent (_____%) of Item (g) (if applicable)		
(i)	**TOTAL**		
(j)	**Time** (zero unless indicated; "TBD" not permitted)	**_____ Calendar Days**	

17.6.2 Mandatory Use of Forms. Contractor/developer shall only submit PCOs by completing Document 00 63 57 (Proposed Change Order Form). Contractor/developer acknowledges and agrees that use of this specific and consistent format is essential to District's evaluation of PCOs. Accordingly, Contractor/developer waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price/ Guaranteed Maximum Price and/or Time for any purported PCO that does not comply with Document 00 63 57 (Proposed Change Order Form).

17.6.3 Labor. Contractor/developer shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, use of any formulas (e.g. labor factors) is not allowed, not to exceed prevailing wage rates established by the bid advertisement date or when the Contract was awarded, whichever is applicable, in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, fully Burdened. Labor costs shall exclude costs incurred by the Contractor/developer in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent.

17.6.4 Materials. Contractor/developer shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor/developer, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor/developer for materials in connection with any change in the Work are excessive, or if the Contractor/developer fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor/developer shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.6.5 Equipment. As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor/developer shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor/developer shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor/developer will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor/developer from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor/developer shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of $500.00 or less. Equipment costs claimed by the Contractor/developer in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor/developer for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all

other costs incurred by the Contractor/developer incidental to the use of such Equipment.

17.6.6 General Conditions Cost. The phrase "General Conditions Cost" shall mean, other than expressly limited or excluded herein, the costs of Contractor/developer during the construction phase, including but not limited to: payroll costs for project manager for Work conducted at the Site, payroll costs for the superintendent and full-time general foremen, workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Contractor/developer or Subcontractors, and fees for permits and licenses.

17.6.7 Overhead and Profit. The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, general conditions costs and home office expenses.

17.7 Change Order Certification

17.7.1 All Change Orders and PCOs include the following certification by the Contractor/developer, either in the form specifically or incorporated by this reference:

17.7.1.1 The undersigned Contractor/developer approves the foregoing as to the changes, if any, to the Contract Price/ Guaranteed Maximum Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor/developer knows are false are at the sole risk of Contractor/developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

17.7.1.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor/developer's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor/developer is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.7.2 Accord and Satisfaction: Contractor/developer's execution of any Change Order shall constitute a full accord and satisfaction, and release, of all Contractor/developer (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change

including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim.

17.7.3 Mandatory Use of Forms. Contractor/developer shall only submit Change Orders by completing Document 00 63 63 (Change Order Form). Contractor/developer acknowledges and agrees that use of this specific and consistent format is essential to District's processing of Change Orders. Accordingly, Contractor/developer waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price/ Guaranteed Maximum Price and/or Time for any change that does not comply with Document 00 63 63 (Change Order Form).

17.8 Determination of Change Order Cost

17.8.1 The amount of the increase or decrease in the Contract Price/ Guaranteed Maximum Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.8.1.1 District acceptance of a PCO;

17.8.1.2 By unit prices contained in Contractor/developer's original bid;

17.8.1.3 By agreement between District and Contractor/developer.

17.8.2 Mark-up for overhead and profit and bonds and insurance shall be based on the net increase or decrease to the Contract Price/ Guaranteed Maximum Price ; Contractor/developer shall not split Change Orders to artificially increase markup and/or decrease credit.

17.9 Deductive Change Orders

District reserves the right to unilaterally reduce the scope of Work or perform work with other forces or its own forces. All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor/developer offers a proposed amount for a deductive Change Order(s), Contractor/developer shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of ten percent (10%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.10 Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor/developer's performance of the Work, the District may elect to add or delete

any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

17.11 Discounts, Rebates, and Refunds

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

17.12 Construction Change Directives

17.12.1 A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Contract Price/ Guaranteed Maximum Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price/ Guaranteed Maximum Price , if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payments and Claims Process provisions herein.

17.12.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.13 Force Account Directives

17.13.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor/developer for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.13.2 The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.13.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.13.4 The Contractor/developer shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor/developer modifications shall be full compensation to the Contractor/developer to administer Force Account Directive, and Contractor/developer shall not be entitled to separately recover additional amounts for overhead and/or profit.

17.13.5 The Contractor/developer shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor/developer shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor/developer will not be compensated for force account work in the event that the Contractor/developer fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.13.6 The Contractor/developer shall diligently proceed with the work, and on a daily basis, submit a daily force account report using Document 00 63 47 (Daily Force Account Report) no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor/developer for their records. The District will not sign, nor will the Contractor/developer receive compensation for work the District cannot verify. The Contractor/developer will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.13.7 In the event the Contractor/developer and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor/developer's signed daily force account reports shall be discontinued, and all previously signed reports shall be invalid.

17.14 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor/developer shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records the Contractor/developer is required to maintain under the Contract Documents. Such records shall include without limitation

hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor/developer fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price/ Guaranteed Maximum Price shall be final, conclusive, dispositive and binding upon Contractor/developer.

17.15 Notice Required

If the Contractor/developer desires to make a claim for an increase in the Contract Price/ Guaranteed Maximum Price , or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein including, without limitation, Article 25 Claims Process provisions. No claim shall be considered unless made in accordance with this subparagraph. Contractor/developer shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price/ Guaranteed Maximum Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16 Applicability to Subcontractor

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractor by the Contractor/developer to the extent as required by the Contract Documents.

17.17 Alteration to Change Order Language

Contractor/developer shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Contractor/developer shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18 Failure of Contractor/developer to Execute Change Order

Contractor/developer shall be in default of the Contract if Contractor/developer fails to execute a Change Order when the Contractor/developer agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUEST FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor/developer shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price/ Guaranteed Maximum Price , Contract Time, or the Contract Documents. Upon request by the District, Contractor/developer

shall provide an electronic copy of the Request for Information in addition to the hard copy.

18.2 The Contractor/developer shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor/developer, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor/developer for all the professional services arising herein.

19. PAYMENTS

19.1 Contract Price/ Guaranteed Maximum Price

The Contract Price/ Guaranteed Maximum Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor/developer for performance of the Work under the Contract Documents.

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor/developer shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required by District, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1.1 The amount paid to the date of the Application to the Contractor/developer, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.1.2 The amount being requested under the Application for Payment by the Contractor/developer on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.1.3 The balance that will be due to each of such entities after said payment is made;

19.2.1.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7 The additions to and subtractions from the Contract Price/ Guaranteed Maximum Price and Contract Time;

19.2.1.1.1.8 A total of the retentions held;

19.2.1.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.1.10 The percentage of completion of the Contractor/developer's Work by line item;

19.2.1.1.1.11 Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor/developer and each Subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor/developer and each Subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

19.2.1.1.1.14 A certification by the Contractor/developer of the following:

The Contractor/developer warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor/developer further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor/developer, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor/developer knows are false are at the sole risk of Contractor/developer and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

19.2.1.1.1.15 The Contractor/developer shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

19.2.1.1.1.16 All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor/developer and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor/developer until:

19.2.1.1.1.16.1 Contractor/developer and/or its Subcontractor(s) provide electronic CPRs directly to the DIR on no less than every thirty (30) days while Work is being performed and within thirty (30) days after the final day of Work performed on the Project for any journeyman, apprentice, worker or other employee was employed in connection with the Work, or within ten (10) days of any request by the District or the DIR to the requesting entity, and

19.2.1.1.1.16.2 Any delay in Contractor/developer and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor/developer's payment.

19.2.1.1.2 Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

19.2.2 Prerequisites for Progress Payments

19.2.2.1 First Payment Request: The following items, if applicable, must be completed before the District will accept and/or process the Contractor/developer's first payment request:

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor/developer's Construction Schedule;

19.2.2.1.6 Schedule of unit prices, if applicable;

19.2.2.1.7 Submittal Schedule;

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9 Copies of necessary permits;

19.2.2.1.10 Copies of authorizations and licenses from governing authorities;

19.2.2.1.11 Initial progress report;

19.2.2.1.12 Surveyor qualifications;

19.2.2.1.13 Written acceptance of District's survey of rough grading, if applicable;

19.2.2.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15 All bonds and insurance endorsements; and

19.2.2.1.16 Resumes of Contractor/developer's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2 Second Payment Request: The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3 No Waiver of Criteria: Any payments made to Contractor/developer where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor/developer may pay its Subcontractors and suppliers. Contractor/developer agrees that failure to submit such items may constitute a breach of contract by Contractor/developer and may subject Contractor/developer to termination.

19.3 Progress Payments

19.3.1 District's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor/developer as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.1.2 The District's review of the Contractor/developer's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.1.3 District's approval of the certified Application for Payment shall be based on Contractor/developer complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 Payments to Contractor/developer

19.3.2.1 Within thirty (30) days after approval of the Application for Payment, Contractor/developer shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor/developer) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor/developer's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor/developer, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

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

19.3.2.3 Default Payment Instructions. District shall make all payments to Contractor/developer by check, payable to the legal name of Contractor/developer stated on Contractor/developer's Bid Form and Proposal,

and mailed to the address stated on Contractor/developer's Bid Form and Proposal.

19.3.2.4 No Modifications Without Prior Verification; Contractor/developer Bears All Risk. Any request to modify the payment instructions, including, without limitation, to change the recipient, address, or method of payment (e.g., electronic funds transfer), shall strictly comply with all of the following:

19.3.2.4.1 Contractor/developer must make a written request on Contractor/developer's letterhead, signed by an authorized officer of Contractor/developer. Email, text, or verbal requests shall not suffice. Contractor/developer's written request must include bank account verification in the form of a bank letter or voided check.

19.3.2.4.2 Following Contractor/developer's written request, the District and an authorized officer of Contractor/developer must verbally confirm the modification request in a real-time telephone call, using Contractor/developer's contact information already on file.

19.3.2.4.3 Following the real-time telephone call, the Parties must both sign a written amendment before the modification to the payment instructions takes effect.

Contractor/developer assumes all risk of loss arising from any request to modify the payment instructions from the default payment instructions including, without limitation, risks from fraudulent, spoofed, or hacked communications.

19.3.2.5 Additional Insurance for Modification Requests. In connection with any Contractor/developer request to modify the payment instructions, the District may require Contractor/developer to provide, as a condition of processing the modification, evidence of the following additional insurance:

19.3.2.5.1 Commercial Crime Insurance, including Social Engineering Fraud coverage, with limits of not less than $1,000,000 per occurrence.

19.3.2.5.2 Cyber Liability Insurance, with limits of not less than $1,000,000 per claim.

19.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

19.4.1.1 Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor/developer.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor/developer agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

19.4.1.3 Written notice to withhold payment from Contractor/developer by payment and/or performance bond surety(ies).

19.4.1.4 Liquidated damages assessed against the Contractor/developer.

19.4.1.5 The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price/ Guaranteed Maximum Price or by the completion date.

19.4.1.6 Damage to the District or other Contractor/developer(s).

19.4.1.7 Unsatisfactory prosecution of the Work by the Contractor/developer.

19.4.1.8 Failure to store and properly secure materials.

19.4.1.9 Failure of the Contractor/developer to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.10 Failure of the Contractor/developer to maintain As-Built Drawings.

19.4.1.11 Erroneous estimates by the Contractor/developer of the value of the Work performed, or other false statements in an Application for Payment.

19.4.1.12 Unauthorized deviations from the Contract Documents.

19.4.1.13 Failure of the Contractor/developer to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.14 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor/developer and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.15 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

19.4.1.16 Allowing an unregistered Subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.17 Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

19.4.1.18 Failure to properly maintain or clean up the Site.

19.4.1.19 Failure to timely indemnify, defend, or hold harmless the District.

19.4.1.20 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

19.4.1.21 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

19.4.1.22 Failure to pay any royalty, license or similar fees.

19.4.1.23 Contractor/developer is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.1.24 Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor/developer.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor/developer. If any payment is so

made by District, then that amount shall be considered a payment made under Contract by District to Contractor/developer and District shall not be liable to Contractor/developer for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor/developer an accounting of funds disbursed on behalf of Contractor/developer.

19.4.2.2 If Contractor/developer defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor/developer and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price/ Guaranteed Maximum Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price/ Guaranteed Maximum Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Contractor/developer removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor/developer to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor/developer shall pay to each Subcontractor, out of the amount paid to the Contractor/developer on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor/developer shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-Subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor/developer and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to

create any contract between the District and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor/developer fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4 At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price/ Guaranteed Maximum Price , and/or District's right to perform the Work of the Contractor/developer.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Contractor/developer shall notify the Architect when Contractor/developer considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor/developer and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor/developer to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

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

20.2.2.2 Record Drawings, As-Builts and Record Specifications

20.2.2.2.1 Contractor/developer shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project, and as a condition precedent to approval of final payment, as indicated in the Contract Documents, including but not limited to the Specifications ("As-Built Drawings") as a condition precedent to approval of final payment. Contractor/developer shall legibly mark each item to record actual construction, including:

20.2.2.2.1.1 Measured depths of foundation in relation to finish floor datum

20.2.2.2.1.2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements

20.2.2.2.1.3 Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work

20.2.2.2.1.4 Field changes of dimension and detail

20.2.2.2.1.5 Details not on original Contract Drawings

20.2.2.2.1.6 Changes made by modification(s)

20.2.2.2.1.7 References to related Shop Drawings and modifications

20.2.2.2.2 When called for by Division 1, Contractor/developer shall submit As-Built/Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format PDF and CAD plus one set of As-Built Drawings on reproduceable medium.

20.2.2.2.3 Contractor/developer shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor/developer shall deliver to the District corrected sepias and data storage device acceptable to District with AutoCAD file.

20.2.2.2.4 Contractor/developer is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

20.2.2.2.5 Upon completion of the Work and as a condition precedent to approval of final payment, Contractor/developer shall obtain the Inspector's approval of the corrected prints and deliver the same to Architect in a form acceptable to the Architect as part of closeout.

20.2.2.2.6 The Hand off of as-builts from the Contractor/developer to the Architect is defined in 20.2.2.2. above. The requirements for the Architect to create and provide a final Record Set to the District is expressed in the Architect's Agreement with the District.

20.2.2.3 Construction Storm Water Permit, if applicable

Contractor/developer shall submit to District all electronic or hard copy records required by the Construction Storm Water Permit, if applicable, within seven (7) days of Completion of the Project.

20.2.2.4 Spare Parts and Maintenance Manuals:

20.2.2.4.1 Contractor/developer shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

20.2.2.4.2 Contractor/developer shall prepare all operation and maintenance manuals, at one time, and date as indicated in the Specifications. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

20.2.2.5 Instruction of District Personnel:

20.2.2.5.1 Before final inspection, at agreed upon times, Contractor/developer shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

20.2.2.5.2 For equipment requiring seasonal operation, Contractor/developer shall perform instructions for other seasons within six months or by the change of season.

20.2.2.5.3 Contractor/developer shall use operation and maintenance manuals as basis for instruction. Contractor/developer shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

20.2.2.5.4 Contractor/developer shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.

20.2.2.5.5 Contractor/developer shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

20.2.2.6 Source Programming: Contractor/developer shall provide all source programming for all items in the Project.

20.2.2.7 Verified Reports: Contractor/developer shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as

appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Contractor/developer shall comply with Punch List procedures as provided herein and maintain the presence of a Project superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor/developer demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor/developer's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor/developer and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor/developer's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor/developer shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor/developer, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Contractor/developer shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

20.3.3.1.2 All life safety items are completed and in working order.

20.3.3.1.3 Mechanical and electrical Work including, without limitation, security system, data, and fire alarm, are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Replace filters of operating equipment.

20.3.3.1.6 Painting and special finishes complete.

20.3.3.1.7 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.8 Tops and bottoms of doors sealed.

20.3.3.1.9 Floors waxed and polished as specified.

20.3.3.1.10 Carpeted and soft surfaces vacuumed.

20.3.3.1.11 Broken glass replaced and interior and exterior glass and all surfaces exposed to view cleaned.

20.3.3.1.12 Equipment and fixtures cleaned to a sanitary condition.

20.3.3.1.13 Grounds cleared of Contractor/developer's equipment, raked clean of debris, and remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

20.3.3.1.14 Site cleaned, paved areas swept, and clean landscaped surfaces raked.

20.3.3.1.15 Roofs, gutters, down spouts, and drainage systems cleaned of debris.

20.3.3.1.16 Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.

20.3.3.1.17 Temporary labels, tape, stains, and foreign substances removed, transparent and glossy surfaces polished,

20.3.3.1.18 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.19 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor/developer and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor/developer or the Contractor/developer's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the

District occupies or uses any completed or partially completed portion of the Work, the Contractor/developer shall remain responsible for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor/developer requests in writing, and the District agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the Claims Process provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Contractor/developer, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or District's acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor/developer in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor/developer as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor/developer shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor/developer.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor/developer and each Subcontractor of any tier and supplier to be paid from the final payment.

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the

Contractor/developer and each Subcontractor of any tier and supplier that was paid from the previous progress payments.

21.2.4 A duly completed and executed Document 00 65 19.26 (Agreement and Release of Any and All Claims) from the Contractor/developer.

21.2.5 The Contractor/developer shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.6 Each Subcontractor shall have delivered to the Contractor/developer all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Contractor/developer must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Contractor/developer shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Contractor/developer shall have completed final clean-up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the Architect of the Application and Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After forty-five (45) days after the recording of the Notice of Completion by District.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor/developer to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor/developer pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor/developer's expense without change in the Contract Price/ Guaranteed Maximum Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1 Nonconforming Work

23.1.1 Contractor/developer shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor/developer shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other Contractor/developers destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractor/developers caused thereby.

23.1.2 If Contractor/developer does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor/developer's expense. If Contractor/developer does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor/developer.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor/developer shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor/developer shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 Two-Year Warranty Corrections

If, within two (2) years after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, there will be a site walk wit5h the AOR, contractor/developer, and District at 18 months, after project acceptance/start of warranty after the date of Completion of the Work, or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, if any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor/developer shall correct it promptly after receipt of written notice from the District to do so. This period of two (2) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 If the Contractor/developer should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor/developer, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor/developer.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor/developer has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor/developer at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Contractor/developer the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another Contractor/developer to replace the Contractor/developer's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor/developer for the cost of that work. Contractor/developer shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor/developer.

24. TERMINATION AND SUSPENSION

24.1 District's Request for Assurances

If District at any time reasonably believes Contractor/developer is or may be in default under this Contract, District may in its sole discretion notify Contractor/developer of this fact and request written assurances from Contractor/developer of performance of Work and a written plan from Contractor/developer to remedy any potential default under the terms this Contract that the District may advise Contractor/developer of in writing. Contractor/developer shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor/developer's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

24.2 District's Right to Terminate Contractor/developer for Cause

24.2.1 Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor/developer's right to perform the work of the Contract based upon any of the following:

24.2.1.1 Contractor/developer refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.2.1.2 Contractor/developer fails to complete said Work within the time specified or any extension thereof, or

24.2.1.3 Contractor/developer persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.2.1.4 Contractor/developer persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.2.1.5 Contractor/developer fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.2.1.6 Contractor/developer persistently disregards laws, or ordinances, or instructions of District; or

24.2.1.7 Contractor/developer fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.2.1.8 Contractor/developer or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.2.2 Notification of Termination

24.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor/developer and its Surety of District's termination of this Contract and/or the Contractor/developer's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor/developer's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor/developer shall not be entitled to receive any further payment until the entire Work is finished.

24.2.2.2 Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.2.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to District.

24.2.2.3 Surety shall not utilize Contractor/developer in completing the Project if the District notifies Surety of the District's objection to Contractor/developer's further participation in the completion of the Project. Surety expressly agrees that any Contractor/developer which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor/developer and/or its Surety. Contractor/developer and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor/developer as may be on the Site of the Work, in bonded storage, or previously paid for.

24.2.2.5 In the alternative, the District shall have the right (but shall have no obligation) to assume and/or assign to a general Contractor/developer or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor/developer under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the

District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract and/or the Contractor/developer's right to perform the work of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor/developer shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor/developer hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor/developer. Contractor/developer must include this assignment provision in all of its contracts with its Subcontractors.

24.2.3 In the event of a termination for cause, if the expense to the District to finish the Work exceeds the unpaid Contract Price/ Guaranteed Maximum Price , Contractor/developer and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.2.4 In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, effective as of the same date as the purported termination for cause, and the Contractor/developer shall have no greater rights than it would have had following a termination for convenience. Any Contractor/developer claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor/developer.

24.3 Termination of Contractor/developer for Convenience

24.3.1 District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor/developer.

24.3.2 Upon notice, Contractor/developer shall:

24.3.2.1 Cease operations as directed by the District in the notice;

24.3.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

24.3.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

24.3.3 Within thirty (30) days of the notice, Contractor/developer shall submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor/developer's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor/developer shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices,

receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

24.3.4 If Contractor/developer objects to the termination for convenience, including disagreement on the actual cost due Contractor/developer, the District retains the right to all the options available to the District under a termination for cause.

24.4 Effect of Termination

24.4.1 Contractor/developer shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor/developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor/developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor/developer and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor/developer's failure to complete the Contract.

24.4.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor/developer in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.4.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor/developer or any impact or impairment of Contractor/developer's bonding capacity.

24.4.4 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.5 Emergency Termination of Public Contracts Act of 1949

24.5.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.5.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable

time to proceed with a substantial portion of the work, then the public agency and the Contractor/developer may, by written agreement, terminate said contract.

24.5.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.5.2 Compensation to the Contractor/developer shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price/ Guaranteed Maximum Price as the reasonable value of the work done or any portion thereof.

24.6 Suspension of Work

24.6.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor/developer.

24.6.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.6.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor/developer is responsible; or

24.6.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.6.1.1.3 That the suspension of Work was the direct or indirect result of Contractor/developer's failure to perform any of its obligations hereunder.

24.6.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor/developer's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Obligation to File Claims for Disputes

25.1.1 Should Contractor/developer otherwise seek extra time or compensation for any reason whatsoever, then Contractor/developer shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance with the Contract. If a dispute remains, then Contractor/developer shall give written notice to District that expressly invokes this Article 25 within the time limits set forth herein.

25.1.2 Contractor/developer's sole and exclusive remedy for a Dispute is to file a written claim setting forth Contractor/developer's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during Claim Process

Contractor/developer and its Subcontractors shall continue to perform its Work under the Contract including the disputed work and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.3 Definition of Claim

25.3.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor/developer sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.3.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.3.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor/developer pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor/developer is not otherwise entitled to; or

25.3.1.3 An amount of payment disputed by the District.

25.4 Claims Presentation

25.4.1 Form and Contents of Claim

25.4.1.1 If Contractor/developer intends to submit a Claim for an increase in the Contract Price/ Guaranteed Maximum Price and/or Contract Time for any reason including, without limitation, the acts of District or its agents,

Contractor/developer shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor/developer is invoking this Article 25 Claims Presentation. The Notice of Potential Claim shall provide Contractor/developer's preliminary request for an adjustment to the Contract Price/ Guaranteed Maximum Price and/or Contract Time, with a description of the grounds therefore.

25.4.1.2 Within thirty (30) days after serving the written Notice of Potential Claim, Contractor/developer shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price/ Guaranteed Maximum Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor/developer's claimed damages:

25.4.1.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.4.1.2.2 Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor/developer to an increase in the Contract Price/ Guaranteed Maximum Price or Contract Time;

25.4.1.2.3 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price/ Guaranteed Maximum Price , Contract Schedule milestones and/or Contract Time adjustments;

25.4.1.2.4 The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

25.4.1.2.5 The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

25.4.1.3 The Claim shall include the following certification by the Contractor/developer:

25.4.1.3.1 The undersigned Contractor/developer certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor/developer believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor/developer.

25.4.1.3.2 Furthermore, Contractor/developer understands that the value of the attached dispute expressly includes any and all of the Contractor/developer's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation,

cumulative impacts. Contractor/developer may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4.2 Contractor/developer shall bear all costs incurred in the preparation and submission of a Claim.

25.4.3 Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor/developer's claim(s) against the District and Contractor/developer's Claim(s) for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to Contract Price/ Guaranteed Maximum Price and/or Contract Time.

25.5 Claim Resolution pursuant to Public Contract Code section 9204

The Parties may mutually agree in writing to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. Absent prior mutual waiver, Contractor/developer shall comply with the following steps:

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor/developer a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor/developer may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor/developer a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor/developer a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor/developer must comply with the sections below regarding Public Contract Code section 20104, et seq. and Government Code Claim Act Claims.

25.5.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor/developer.

25.5.2 STEP 2:

25.5.2.1 If Contractor/developer disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor/developer may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor/developer a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.5.2.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the Claim, as identified by Contractor/developer in writing, shall be submitted to nonbinding mediation, with the District and Contractor/developer sharing the associated costs equally. The District and Contractor/developer shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

25.5.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.5.3.2 Unless otherwise agreed to by the District and Contractor/developer in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.5.4 STEP 4:

25.5.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.6 Subcontractor Pass-Through Claims

25.6.1 If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the Contractor/developer may present to the District a Claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier Subcontractor, that Contractor/developer present a Claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

25.6.2 Within forty-five (45) days of receipt of this written request from a Subcontractor, Contractor/developer shall notify the Subcontractor in writing as to whether the Contractor/developer presented the Claim to the District and, if Contractor/developer did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

25.6.3 The Contractor/developer shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor/developer shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor/developer's right to bring a civil action against the District.

25.7.2 Contractor/developer shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor/developer's prior compliance with the claims procedure herein of the claims asserted.

25.7.3 For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim

until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.8.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between Contractor/developer and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.8.1.1 Contractor/developer shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.8.1.2 For claims of less than fifty thousand dollars ($50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor/developer.

25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 District's written response to the documented Claim shall be submitted to the Contractor/developer within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor/developer to produce the additional information, whichever is greater.

25.8.1.3 For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor/developer.

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor/developer.

25.8.1.3.2 The District's written response to the Claim, as further documented, shall be submitted to the Contractor/developer within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor/developer to produce the additional information or requested documentation, whichever is greater.

25.8.1.4 If Contractor/developer disputes the District's written response, or the District fails to respond within the time prescribed, Contractor/developer may so

notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.8.1.5 Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor/developer may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor/developer submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.8.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.8.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (article 3 (commencing with Section 2016) of chapter 3 of title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.8.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.8.2 Contractor/developer shall bind its Subcontractors to the provisions of this Article and will hold the District harmless against disputes by Subcontractors.

25.9 Claim Procedure Compliance

25.9.1 Failure to submit and administer claims as required in Article 25 shall waive Contractor/developer's right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim

submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

25.9.2 District shall not be deemed to waive any provision under this Article 25, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both District and Contractor/developer; oral or implied modifications shall be ineffective.

25.10 Claim Resolution Non-Applicability

25.10.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.10.1.1 Personal injury, wrongful death or property damage claims;

25.10.1.2 Latent defect or breach of warranty or guarantee to repair;

25.10.1.3 Stop payment notices;

25.10.1.4 District's rights set forth in the Article on Suspension and Termination;

25.10.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.10.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney's Fees

Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor/developer specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor/developer and all Subcontractors shall timely furnish complete and accurate electronic certified payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request or available online at http://www.dir.ca.gov/. Contractor/developer shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor/developer shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor/developer or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor/developer shall, as a penalty to District, forfeit the statutory amount up to two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor/developer or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor/developer.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor/developer shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor/developer shall post a sign-in log for all workers and visitors to the Site, a list of all Subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

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

26.3.2 Contractor/developer shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor/developer in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Labor Commissioner.

26.3.3 Pursuant to Labor Code section 1813, Contractor/developer shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars ($25)) for each worker employed in the execution of this Contract by Contractor/developer or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Contractor/developer shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file online on no less than every thirty (30) days while Work is being performed and within thirty (30) days after the final day of Work performed on the Project at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor/developer and/or each Subcontractor in connection with the Work.

26.4.1.1 If CPRs enumerated hereunder are not filed directly with the DIR by Contractor/developer and/or its Subcontractor(s), District may not make any payment or delay payment to Contractor/developer until Contractor/developer and/or its Subcontractor(s) provide CPRs acceptable to the DIR.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor/developer on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Labor Commissioner, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Labor Commissioner. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor/developer, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor/developer.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Labor Commissioner shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor/developer awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor/developer shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 If the District seeks to obtain CPRs, Contractor/developer shall have ten (10) days to comply following receipt of a written notice requesting the CPRs. In the event that Contractor/developer or Subcontractor fails to comply within the 10-day period, District shall notify the Labor Commissioner who may request penalties be withheld from progress payments then due. As penalty for noncompliance, Contractor/developer or Subcontractor shall forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due. Contractor/developer is not subject to a penalty assessment due to the failure of a Subcontractor to provide CPRs.

26.4.6 [RESERVED]

26.5 [RESERVED]

26.6 Apprentices

26.6.1 Contractor/developer acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor/developer to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

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

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

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she/they is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor/developer and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor/developer or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor/developer and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor/developer or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor/developer and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor/developer shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 1515 Clay Street, 19th floor, Suite 1902, Oakland, California 94612.

26.7 Non-Discrimination

26.7.1 Contractor/developer herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor/developer and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor/developer agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor/developer shall maintain emergency first aid treatment for Contractor/developer's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

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

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor/developer.

28.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price/ Guaranteed Maximum Price .

28.3 Taxes

Contract Price/ Guaranteed Maximum Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 Shipments

Contractor/developer is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price/ Guaranteed Maximum Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

EXHIBIT D-1

SPECIAL CONDITIONS

1. Preparation of Solicitation of Subsequent Contracts

Insert Section 6.1.9 in Exhibit D of the Facilities Lease.

6.1.9 *Contractor/Developer's duties and services under this Facilities Lease shall not include preparing or assisting the District with any portion of the District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the District. The District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Contractor/Developer's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/Developer shall cooperate with the District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor/Developer pursuant to this Facilities Lease.*

2. Hours of Construction.

Contractor/Developer shall follow City of South San Francisco Noise Ordinance.

3. Spruce ES Project Best Management Practices

The Spruce Elementary School ("SP ES") project will include project Best Management Practices ("BMPs"). The District has bundled the BMP's attached hereto as Appendix A and incorporated herein. Appendix A distills the project's BMPs into requirements for the contractor/developer(s) working under a lease-leaseback agreement for the SP ES modernization. It highlights contractor/developer obligations, monitoring, reporting, and documentation required to be submitted to the District or their representative, along with other regulations.
The project Best Management Practices for SP ES is hereby incorporated by reference and shall be considered part of the Contract Documents.

3.1 Responsibilities and Monitoring Program
Contractor/developer shall comply with all applicable project Best Management Practices included in Appendix A of the Special Conditions for SP ES. The contractor/developer shall review and be familiar with SP ES BMPs.

3.2 The BMPs that are the responsibility of the contractor/developer include but are not limited to:

- **3.2.1** AIR1: Dust and Exhaust Control
- **3.2.2** TRAN1: Traffic Control Measures
- **3.2.3** BIO1: Nesting Bird surveys and Avoidance
- **3.2.4** BIO2: Noise Management
- **3.2.5** CR1: Unanticipated Discovery of Cultural Resources Related to Soil Disturbing Activities
- **3.2.6** CR2: Paleontological Resources
- **3.2.7** GEO1: Geotechnical Considerations
- **3.2.8** HYDR1: Hydrology and Water Quality
- **3.2.9** HAZ1: Dust Prevention and Suppression

3.3 BMPs in Appendix A are Contract Documents:
The Contractor/developer Compliance Checklist (Excel), and the bundle of documents

included in the BMPs are Contract Documents, included in Appendix A, and compliance is a condition of payment.

3.4 Submittals:

The District requires the Preconstruction Submittals sheet as a deliverable prior to NTP.

3.5 Reporting:

Require monthly compliance reports (logs + photos) and incident-immediate notifications.

3.6 Enforcement Remedies:

3.7 Enforcement of SP ES BMPs Compliance

3.7.1 If the Contractor/developer fails to implement or comply with the SP ES's BMPs: Withholding of Payment: The District may withhold progress payments until the Contractor/developer provides satisfactory evidence of corrective action and compliance.

3.7.2 Stop-Work Authority: The District may issue a stop-work order for any portion of the Project affected by non-compliance. Work shall not resume until corrective measures are verified by the District or their representative.

3.7.3 Timeline for Corrective Action: The Contractor/developer shall submit a written corrective action plan within five (5) business days of notice of non-compliance and achieve full compliance within ten (10) business days, unless otherwise approved by the District. Failure to meet these timelines may result in additional remedies, including termination for default as provided in the Contract Documents.

4. General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities **may apply** to this Project, and if required shall be provided by the Contractor/Developer.

5. Occupied Site

5.1 Access.

Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor/Developer's Work, the overtime wages for the custodian will be paid by Contractor/Developer, unless at the discretion of the District, other arrangements are made in advance.

5.2 Master Key.

Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of Contractor/Developer. Contractor/Developer agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

5.3 Maintaining Services.

Contractor/Developer is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor/Developer shall provide temporary services to all facilities interrupted by Contractor/Developer's Work.

5.4 Maintaining Utilities.

Contractor/Developer shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

5.5 Confidentiality.

Contractor/Developer shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor/Developer encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

5.6 Work during Instructional Time.

Contractor/Developer acknowledges that the Project may overlap with ongoing instruction in existing facilities. If so, Contractor/Developer agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District. If Contractor/Developer cannot adequately minimize the disruption to District's satisfaction, District reserves the right to require that Contractor/Developer perform Work outside of school operation hours at no additional cost to District.

5.7 No Work during Student Testing.

Contractor/Developer shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally required tests. Standard State Student Testing typically occurs during the spring term from May 1 thorough approximately May 19. Actual dates vary year to year. Student Testing occurs from 8:00 AM until approximately Noon when scheduled. The following dates and times apply to this section, to be updated and confirmed by District:

Each March: Two (2) days (CAHSEE)
Each April - May: Ten (10) days (STAR)

5.8 Additional Work Limitations.

Hazardous Material Abatement: No Hazardous Material Abatement work is allowed between 7:00AM and 6:00 PM. Haz-mat abatement cannot be performed while students or staff are on site.

Work that is hazardous, noisy, or that causes vibration may not be performed in the buildings or on the site during school hours, without written approval from the District Representative. This includes but is not limited to the following work activities:

5.8.1 Haz-Mat Abatement
5.8.2 Concrete bushing, chipping, grinding, jack hammering.

5.8.3 The use of Powder-Actuated (PAT's)
5.8.4 Floor grinding to remove adhesive.
5.8.5 Chemicals used in quantities that cause excessive odor and cannot be effectively ventilated. As determined by the Owners Representative.
5.8.6 Wall tile removal. Hand scraping or chipping may be acceptable as approved by the Owners Representative.
5.8.7 Electric Tile Cutter, may be used if isolated in a temporary sound deadening room constructed by the Contractor as approved by the Owners Representative.
5.8.8 Large impact drills for use in concrete.
5.8.9 Smaller Bulldog type impact drills for ¼" holes or less.
5.8.10 Operation of cranes in occupied areas, including drilling rigs, and concrete pump trucks unless the occupants can be sufficiently isolated from the swing zone.
5.8.11 Chop Saws for metal studs or other metal cutting. These may be used if isolated in a temporary sound deadening room constructed by the Contractor as approved by the Owner's representative.
5.8.12 The use of abrasive or "hot" saws to cut steel decking.
5.8.13 Earthwork compaction, including the operation of vibratory compaction equipment.

6. Contractor/Developer Parking.

All developer/contractor parking must be within the construction area or off campus. The construction area is identified as the area within the temporary construction fencing as shown on the graphic campus logistic plans.

7. Substitution for Specified Items

The following provisions are added to Section 1.7 to **Exhibit D** to the Facilities Lease:

1.7 *Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor/Developer may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.*

1.7.1 *If the material, process, or article offered by Contractor/Developer is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor/Developer shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order*

1.7.1.2 *This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore Contractor/Developer shall not be entitled to request a substitution with respect to those materials, products or services.*

1.7.1.3 *A request for a substitution shall be submitted as follows:*

1.7.1.3.1 *Contractor/Developer shall notify the District in writing of any request for a substitution at least ten (10) days prior to proposal opening as indicated in the Request for Qualifications and Proposals.*

1.7.1.3.2 *Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice to Proceed with Construction.*

1.7.2 *Within 35 days after the date of the Notice to Proceed with Construction, Contractor/Developer shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:*

1.7.2.1 *All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials dimensions weight and tolerances;*

1.7.2.2 *Available maintenance, repair or replacement services;*

1.7.2.3 *Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;*

1.7.2.4 *Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and*

1.7.2.5 *The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.*

1.7.3 *No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor/Developer. Contractor/Developer warrants that if substitutes are approved:*

1.7.3.1 *The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents; Contractor/Developer provides the same warranties and guarantees for the substitute that would be provided for that specified;*

1.7.3.2 *Contractor/Developer shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by Contractor/Developer without a change in the Contract Price or Contract Time;*

1.7.3.3 *Contractor/Developer shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; Contractor/Developer shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, Contractor/Developer agrees to execute a deductive Change Order to reflect that credit.*

1.7.4 *In the event Contractor/Developer furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor/Developer.*

1.7.5 *In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.*

1.7.6 *Contractor/Developer shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor/Developer and/or to accommodate Contractor/Developer's means and methods. District may deduct those costs from any amounts owing to Contractor/Developer for the review of the request for substitution, even if the request for substitution is not approved. District,*

at its sole discretion, shall deduct from the payments due to and/or invoice Contractor/Developer for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while Contractor/Developer and/or to accommodate Contractor/Developer's means and methods.

8. Weather Days

Replace Section 15.2.1.5 to Exhibit D to the Facilities Lease with the following:

The number of days of Adverse Weather exceeds the following parameters:
The number of days that must be exceeded to claim extra time for "Adverse Weather."

January	*11*	*July*	*0*
February	*10*	*August*	*0*
March	*10*	*September*	*1*
April	*6*	*October*	*4*
May	*3*	*November*	*7*
June	*1*	*December*	*10*

If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated herein.

9. Fingerprinting

Developer/contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees.
Developer/contractor shall not permit any employee to have any contact with District pupils until such time as Developer/contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45122.1. Developer/contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

APPENDIX A

Best Management Practices

[REMAINDER OF PAGE INTENTIONALLY BLANK; APPENDIX A FOLLOWS]

See following Pages

END OF DOCUMENT

Spruce Elementary School
Best Management Practices for Contractor/Developer

Date: March 2026

Purpose

The Spruce Elementary School ("SP ES") project will include project Best Management Practices ("BMPs") . Because the BMPs are part of the SP ES project and SP ES is covered by a Categorical Exemption ("CatEx"), the District, as the lead agency, has determined that the SP ES project is exempt and has filed a Notice of Exemption that includes these project BMPs. This document distills the project requirements for Best Management Practices ("BMP") for the contractor/developer(s) working under a lease-leaseback agreement for the SP ES modernization. It highlights contractor/developer obligations, monitoring, reporting, and documentation required to be submitted to the District or their representative, along with other regulations.

In instances where the District's BMPs are already addressed within the specifications, the specifications shall take precedence. Any conflicting requirements must be submitted to the District Representative and the Construction Manager for review and further direction.

BEST MANAGEMENT PRACTICES Status & Scope

The District will require the contractor/developer to abide by the project permit requirements and the projects BMP's. The BMPs are part of the project. The contractor/developer must implement the BMP measures required by the District and comply with all applicable local, State, and federal requirements and permitting during preconstruction and construction.

Roles & Responsibilities

District and/or their Representatives: The District, as the lead agency, has determined that the SP ES project is exempt and has filed a Notice of Exemption that includes the BMPs. Contractor/developer recognizes District's BMP are part of this project, and that they have been incorporated into Contract Documents. As part of this project, Contractor/developer shall oversee compliance of District's BMP at Spruce ES, and coordinate with local and regulatory agencies as shared in the BMP's, as required.

LLB Contractor/Developer: Oversee and implement all project BMPs, maintain records, submit periodic reports, and ensure subcontractor compliance with project requirements.

Qualified Specialists: Provide required surveys, monitoring, and evaluations (e.g., avian biologist, archaeologist, paleontologist, geotechnical, hazard materials, etc.), utilizing the District's consultants and specialists.

BMP Items to be Completed by Contractor/Developer at Spruce ES

Contractor/developer BMP Package includes:

1. SP ES BMP Executive Summary – Reference Document (this document)
2. Contractor/developer BMP Checklist (Excel)- Reference Document
3. CPM Schedule- Include BMP Milestones (to be completed by contractor/developer)
    a. Schedule Integration Requirements

   b. Refer to sample CPM Snippet for BMP Milestones
4. Pre Construction Nesting Bird survey (to be completed by contractor/developer)
5. Regulatory Agency Contacts & Regulatory References Sheet, to be available from contractor/developer.
6. Cultural Resources Alert Sheet (to be provided/completed by contractor/developer)
7. BAAD Dust Control Plan & Idling Signage Plan, to be provided by contractor/developer.
8. Voluntary CAL Green Waste Diversion Plan (≥65% diversion or ≤2 lbs./ft² disposal), (if required, to be provided by contractor/developer)
9. SWPPP & Evidence of Coverage under 2022 CGP, to be provided by contractor/developer.
10. Evidence of QSD/QSP for SWPPP, provide evidence of professional license or similar, to be provided by contractor/developer.

Preconstruction Submittals & Schedule Milestone Overview

Submit to District or their Representative for review and approval.

Preconstruction Submittals (Prioritized Order)	Schedule Milestone
CPM Schedule- Include Best Management Practices Milestones (to be completed by contractor/developer)	Before NTP; Integrate into baseline schedule
Pre-construction nesting bird survey (if work Feb 1–Aug 31)	≤15 days before start
Regulatory Agency Contacts & Regulatory Reference Sheet for incident reporting	Before NTP; posted onsite
Cultural Resources Alert Sheet – signed affidavits (all field staff)	Before soil disturbance
BAAD Dust Control Plan & idling signage plan- Simple	Before equipment mobilization
Voluntary CAL Green Waste Diversion Plan (≥65% diversion or ≤2 lbs./ft² disposal)	Before demolition/material handling, if participating
Encroachment permits for public ROW work, if required	Before any work in public ROW
SWPPP & evidence of coverage under 2022 CGP (Order 2022-0057-DWQ)	Before ground disturbance; Confirm and provide to district; Review with AOR/Civil
Qualified SWEEP Developer (QSD)/Qualified SWEEP Practitioner (QSPPP assignment letter)	Before ground disturbance; Confirm and provide to district; Review with AOR/Civil

Construction Project Requirements-Phase Monitoring & Reporting Overview

- Integrate BMP requirements into Baseline CPM Schedule
- Provide preconstruction submittals (listed above)
- Biologist and archaeologist monitoring, where triggered; document buffers and treatment, utilizing the District's consultants and specialists, if required.
- Noise complaint tracking and controls deployed; advance neighbor notifications when practicable.
- Maintain daily logs for dust control, street sweeping, and BMP inspections.
- Submit monthly compliance reports with logs and photos; immediate notification for incidents (spills, discoveries).
- SWPPP inspections/reporting per permit and risk level; storm event inspections as required.

Enforcement & Remedies

Failure to comply may result in corrective action, withholding of payment, stop-work orders, or other remedies provided in the Contract Documents.

Incident Response (Quick Steps)

- Cultural/paleontological discovery: stop work within 50 feet; notify District; await qualified specialist direction. Refer to Cultural Resources Alert Sheet if an incident occurs.
- Human remains: stop work; notify County Coroner; follow PRC §5097.98 with NAHC and MLD.
- Spill/release: contain if safe; deploy spill kits; notify District and appropriate agencies; document response.
- Dust/complaints: respond within 48 hours; adjust controls; log actions.

Regulatory References

- Air Quality – BAAD Guidelines; CARB Title 13 CCR §2485
- Biological Resources – CA Fish & Game Code §3503; MBTA; SSF Tree Ordinance Ch. 13.28
- Cultural Resources – PRC §§21084.1, 21083.2; Tribal Cultural Resources PRC §21074; AB 52
- Geology & Soils – California Building Code (CBC) – Title 24
- Hazardous Materials – CERCLA; RCRA; OSHA HAZWOPER; DTSC; RWQCB; Cal/OSHA; CARB; BAAD
- Hydrology & Water Quality – Clean Water Act §402; NPDES; SWRCB CGP; MS4
- Noise – SSF Municipal Code Ch. 8.32 Noise Regulations
- Transportation – SSF Municipal Code – Encroachment Permits; CA MUTCD

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-	TOPIC	TRIGGER	ACTION BY GC	DOCUMENTATION (REQUIRED)	RESP. PARTY	MONITOR FREQUENCY	REPORT TO DISTRICT	SCHEDULE INTEGRATION	REGULATORY AGENCY
AIRQ-1	Air Quality – Dust & Exhaust	During construction	Water ≥2x/day; cover haul trucks; wet vacuum sweep daily; 15 mph limit; ≤5-min idling signage; tune equipment; complaint contact	Dust Control Plan; signage photos; watering/sweeping logs; maintenance logs; complaint log	LLB Contractor; District PM	Daily logs; periodic inspections	Monthly report; immediate complaint notifications	Signage & Dust Plan before mobilization; daily logs	BAAD Guidelines; CARB Title 13 CCR §2485
TRAN-1	Transportation – Traffic Control	During construction in ROW	TCP per CA MUTCD; flaggers/signage; non-peak trucking; maintain access; emergency coordination; encroachment permits	Approved TCP; permits; lane closure logs; responder coordination	LLB Contractor; District	Start & periodic	48-hr lane closure notices; permits in precon	TCP approval & permits before any ROW work	SSF Municipal Code – Encroachment Permits; CA MUTCD
BIO-1	Biological – Nesting Birds	Before construction (Feb 1–Aug 31)	Qualified avian survey ≤15 days pre-start; buffers; monitoring; tree ordinances	Biologist quals; survey report; buffer maps/photos; monitoring logs; tree permits	Avian Biologist; Contractor; District	Before season; as needed	Submit survey before work; monitoring updates	Survey ≤15 days before vegetation removal/demolition in season	CA Fish & Game Code §3503; MBTA; SSF Tree Ordinance Ch. 13.28
NOISE-1	Construction Noise	During construction	Comply with local ordinances; mufflers/barriers; locate stationary sources away; neighbor notices	Noise plan; maintenance logs; barrier layouts; notification records	Contractor; District	Pre-permit; periodic	Weekly complaint summary	Plan approval prior to permit issuance; schedule notices	SSF Municipal Code Ch. 8.32 Noise Regulations
CR-1	Cultural – Unanticipated Discoveries	Before & during construction	Alert Sheet affidavits; stop work within 50 ft; notify District	Affidavits; incident logs; archaeologist reports	Contractor; District; Archaeologist	Before soil disturbance; incident-driven	Immediate notifications; affidavits prior to NTP	Affidavits prior to soil disturbance	PRC §§21084.1, 21083.2; Tribal Cultural Resources PRC §21074; AB 52
CR-2	Paleontological & Human Remains	During construction	Suspend work; notify District; retain paleontologist; contact Coroner; follow PRC §5097.98/NAHC	Incident reports; mitigation plans; Coroner/NAHC communications	Contractor; District; Paleontologist; Coroner; NAHC	Periodic; discovery-driven	Immediate notification & documentation	Link protocol to excavation milestones; hold points	PRC §5097.98; NAHC protocols
GEO-1	Geotechnical Recommendations	Design & preconstruction	Refer to GeoTech Repeort and Addenda; Implement geotech measures; submit critical requirements per report; Specification 00 31 32 GEOTECHNICAL DATA.	Review Geotech report/addenda	Design/Geotech; Contractor; District	Pre-permit; spot checks	Review report prior to NTP	Review report prior to NTP	California Building Code (CBC) – Title 24
HYDR-1	Stormwater – Hydrology & Water Quality	Before & during construction	Obtain 2022 CGP coverage; SWPPP; QSD/QSP; install/maintain BMPs; manage dewatering	NOI/coverage; SWPPP; BMP logs; sampling (risk level)	Contractor; QSD/QSP; District	Weekly & storm events	SWPPP inspection reports; spill notifications	Coverage & SWPPP before ground disturbance; schedule storm inspections	Clean Water Act §402; NPDES; SWRCB CGP; MS4
HAZ-1	Hazards & Hazardous Materials	Design & construction	Minimize disturbance; stabilize inactive areas; stop grading ≥20 mph winds; sweep daily; Phase I/II; HazMat plan; spill kits/reporting	Stabilization logs; wind records; sweeping logs; Phase I/II; HazMat plan; spill reports	Geotech/IH; Contractor; District	Weekly checks; ongoing	Immediate spill reports; monthly BMP logs	HazMat plan before excavation; schedule wind monitoring/stabilization	CERCLA; RCRA; OSHA HAZWOPER; DTSC; RWQCB; Cal/OSHA; CARB; BAAD

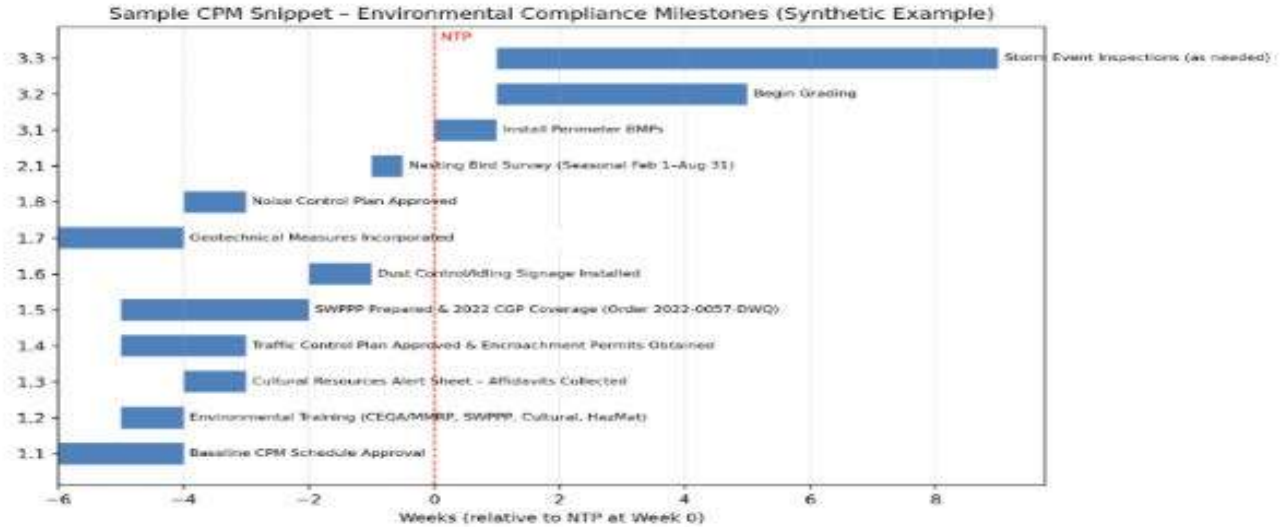
Appendix A - Best Management Practices

3. CPM BMP Milestones_V1.xlsx

Schedule Requirements- Environmental Milestones

Activity	Start Week	Duration Weeks	Predecessors	Notes
Baseline CPM Schedule Approval	-6	2	—	Submit baseline CPM incl. best management practices milestones; District approval prior to NTP
BMP Training, as required (BMP, SWPPP, Cultural, HazMat, Air Qual,Biol, Noise, Geo)	-5	1	1.1	Train all field staff; keep roster onsite
Cultural Resources Alert Sheet – Affidavits Collected	-4	1	1.2	All field personnel sign before soil disturbance
Traffic Control Plan Approved & Encroachment Permits Obtained	-5	2	1.1	Required before any work in public ROW
SWPPP Prepared & 2022 CGP Coverage (Order 2022-0057-DWQ)	-5	3	1.1	Coverage active before ground disturbance; QSD/QSP assigned
Dust Control/Idling Signage Installed	-2	1	1.1	Title 13 CCR §2485 signage at site access points
Geotechnical Measures Incorporated	-6	2	1.1	Review GeoTech report prior to NTP, review specification 00 31 32 GEOTECHNICAL DATA .
Noise Control Plan Approved	-4	1	1.1	Prior to permit issuance; neighbor notices scheduled
Nesting Bird Survey (Seasonal Feb 1–Aug 31)	-1	0.5	1.2	Survey ≤15 days pre-start before vegetation removal/demolition
Install Perimeter BMPs	0	1	1.5	Install BMPs before grading
Begin Grading	1	4	3.1	Maintain daily dust & sweeping logs
Storm Event Inspections (as needed)	1	8	3.1	Placeholders for wet-weather inspections by QSP

ATTENTION: Please include these Best Management Practices Milestones in your Baseline CPM Schedule, see sample below.



Contractor/Developer Nesting Bird Survey Template

Categorical Exemption Projects

This form is intended for use by the Contractor/Developer as a Best Management Practices effort at the Spruce Elementary School project where best practices require nesting bird surveys but do not require a qualified biologist. This form documents field observations performed by trained contractor/developer personnel prior to disturbing vegetation or initiating work that could affect nesting birds.

1. Project Information

- School District: South San Francisco Unified School District

- Contractor (LLB Entity): TBD

- Project Name / Phase: Spruce Elementary School, SSFUSD

- Project Location: 1200 Miller Avenue, SSF, CA 94080

- Survey Date:

- Survey Time:

- Contractor Personnel Completing Survey: [Name, Title]

- Weather Conditions:

2. Survey Purpose

This survey is performed to document whether any visible signs of bird nesting activity are present within the planned work area and immediate surroundings prior to construction beginning. This helps ensure compliance with best management practices at the District for state/federal protections for nesting birds.

3. Survey Methods

• Walk the project work area and visually inspect surrounding trees, shrubs, ledges, structures, and equipment storage areas.

• Look for nests, nesting materials, adult birds exhibiting defensive or territorial behavior, chirping young, or other indicators.

• Listen for distress calls or concentrated bird activity.

• Document any observations with notes and photos.

4. Survey Findings (check one)

☐ No nests or nesting activity observed

☐ Possible inactive nest(s) observed

☐ Active nest(s) observed, then answer to 4a

☐ Adult birds observed exhibiting protective behavior, then answer 4a

4a. Survey Findings (continued)

If nests or activity observed, provide description:

- Location:
- Description of activity:
- Photos attached: Yes / No

5. Required Contractor/Developer Actions

• If no nesting activity is detected, work may proceed. If work does not begin within 48 hours of this survey, a new survey must be completed.

• If an active nest is found, stop work within the immediate area and notify the Construction Manager and District immediately.

• Do not disturb or remove any nest under any circumstance.

• Maintain a no-work buffer around any active nest until cleared by the District.

6. Attachments (electronic PDF files)

• Site Map showing surveyed area

• Photos of any observed nests or activity

• Notes from survey walk-through

7. Certification

I certify that I conducted the above inspection and that the information provided is true and complete to the best of my knowledge.

Contractor/Developer Representative:	Signature / Date:
Construction Manager/District Project Manager Notified:	Date:

Cultural Resources Alert Sheet

Project Name: _____

Contractor Name: _____

Date: _____

Instructions for Field Personnel:

If cultural resources (artifacts, features, or archaeological materials) or human remains are discovered during construction activities, follow these steps immediately:

1. 1. STOP WORK within 50 feet of the discovery. Do not move or handle the materials.
2. 2. SECURE the area to prevent further disturbance.
3. 3. NOTIFY the District Project Manager immediately.
4. 4. DO NOT RESUME WORK until authorized by the District after evaluation by a qualified archaeologist.
5. 5. If human remains are encountered, contact the San Mateo County Coroner immediately and follow PRC §5097.98 and NAHC protocols.

Agency Contact Information:

District Project Manager: _____ Phone: _____

Qualified Archaeologist: _____ Phone: _____

San Mateo County Coroner: (650) 312-5562

Native American Heritage Commission (NAHC): (916) 373-3710

Acknowledgment:

I acknowledge that I have read and understand the procedures outlined in this Cultural Resources Alert Sheet. I agree to comply with these requirements during all construction activities.

Name	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Regulatory Agency Contact Information				
Agency	**Role**	**Phone**	**Email**	**Reporting Trigger**
Bay Area Air District (BAAD)	Air quality complaints & compliance	800-334-6367	compliance@baad.gov	Dust complaints/air quality issues
SF Bay Regional Water Quality Control Board (RWQCB)	Water quality & dewatering permits	510-622-2300	rb2-sfbay-contactus@waterboards.ca.gov	Discharge permits/incidents
California Department of Toxic Substances Control (DTSC)	Hazardous waste oversight	510-540-2122	webcoord@dtsc.ca.gov	Contamination/remediation coordination
San Mateo County Environmental Health Services Division	Hazardous materials releases	650-372-6200	envhealth@smcgov.org	Spill/release reporting
California Office of Emergency Services (Cal OES)-State Warning Center	State spill reporting	800-852-7550		Spill/incident reporting
Native American Heritage Commission (NAHC)	MLD designation for Native American remains	916-373-3710	nahc@nahc.ca.gov	Discovery of Native American human remains
San Mateo County Coroner	Human remains discovery	650-312-5562	coroner_general@smcgov.org	Discovery of human remains
South San Francisco Fire Department / Emergency Responders	Emergency access coordination	650-829-3950		Traffic control & emergency access

BAAD-Compliant Dust Control & Idling Signage Plan

Simple 7-Step Document

This document includes all seven required components for a BAAD-compliant Dust Control & Idling Signage Plan.

1. Purpose & Regulatory Basis

This plan reflects BAAD Regulation 6-1 (General Requirements) and Regulation 6-6 (Trackout Prevention). It informs Contractor/developers of dust suppression, particulate matter reduction, and trackout minimization requirements.

2. Dust Control Signage Requirements

Contractor/developer shall install signage communicating required dust suppression activities, including watering, truck covering, speed limits (15 MPH), and procedures for reporting dust issues.

3. Trackout Prevention Signage

Signage must identify trackout pads, require use by all exiting vehicles, and mandate immediate cleanup of road deposition using wet or vacuum methods.

4. Idling Limitation Signage

Consistent with state law, engines may not idle more than 5 minutes. Signs must direct workers to shut down engines when not in active loading or movement.

5. Placement Requirements

Signs must be posted at all entries, public-facing edges, staging zones, and be mounted 5–7 feet above ground. Signs must be maintained in visible condition.

6. Contractor/developer Responsibilities

The Contractor/developer must maintain all dust control measures, perform trackout cleanup, document compliance, and replace damaged signs within 24 hours.

7. Required Attachments

Contractor/developer shall provide sign proofs, a site placement map, and installation photo log prior to mobilization.

Contractor/developer Waste Diversion Plan — Voluntary

Public School Construction Project

This Voluntary Waste Diversion Plan outlines contractor/developer responsibilities for reducing, reusing, recycling, and properly disposing of construction and demolition (C&D) materials on a public-school construction site.

1. Project Information

School District: South San Francisco Unified School District

Project Name / Phase: Spruce Elementary School

Project Location: 1200 Miller Avenue, South San Francisco, CA 94080

Contractor/developer (LLB Entity): TBD

Prepared By:

Date:

2. Purpose of the Waste Diversion Plan

This plan seeks to ensures voluntary compliance with CALGreen requirements for a minimum 65% diversion of construction and demolition materials, as well as local waste management regulations.

3. Voluntary Diversion Goals

The Contractor/developer shall divert at least 65% of all C&D materials generated on the project through recycling, reuse, or salvage.

4. Materials Targeted for Diversion

Materials to be diverted include: concrete, masonry, asphalt, metals, wood, cardboard, gypsum board, plastics, and roofing materials where recycling facilities exist. Hazardous waste must be segregated and handled per regulations.

5. Waste Handling Procedures

• Provide clearly labeled recycling and landfill bins.

• Train workers on sorting procedures during kickoff/tailgate meetings.

• Keep bins organized and contamination-free.

• Transport materials to approved recycling and disposal facilities.

6. Hauling & Documentation Requirements

Contractor/developer shall maintain daily hauling logs, collect weight tickets, track diversion percentages, and submit Monthly Diversion Summaries to the District.

7. Roles & Responsibilities

Contractor/developer: Implement sorting, maintain containers, and track documentation.

Subcontractor/developers: Follow sorting requirements and use correct bins.

District/CM: Review documentation and request corrective action if needed.

8. Contamination Prevention

Prevent contamination by using lids, separating treated from clean wood, removing wrapping from recyclables, and preventing trash mixing with recyclables.

9. Final Waste Diversion Report

At project completion, Contractor/developer shall submit a final summary including total tonnage generated, tonnage diverted, landfill tonnage, diversion percentage, and all weight tags.

10. Acknowledgment

Contractor/developer Representative: _____

Signature / Date: _____

SWPPP Evidence of Coverage

BMP

SWPPP & Evidence of coverage under 2022 CGP, to be provided by contractor/developer.

Evidence of QSD/QSP for SWPPP

1. Evidence of QSD/QSP for SWPPP: provide evidence of professional license or similar to be provided by contractor/developer.

Exhibit E
Memorandum of Commencement

For Use in GMP Phase

This MEMORANDUM OF COMMENCEMENT DATE is dated _____, 20__, and is made by and between _____ ("Contractor/developer"), as Lessor, and the South San Francisco Unified School District ("District"), as Lessee.

1. Contractor/developer and District have previously entered into a Facilities Lease dated as of _____, 20___ (the "Lease") for the leasing by Contractor/developer to District of the completed Project in [City], California, referenced in the Lease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Facilities Lease has been completed by Contractor/developer in all respects;

B. That District has accepted and entered into possession of the Project and now occupies same; and

C. That the term for the Lease Payments under the Facilities Lease commenced on _____, 20__ and will expire at 11:59 P.M. on _____, 20__.

THIS MEMORANDUM OF COMMENCEMENT DATE IS ACCEPTED AND AGREED on the date indicated below:

Dated: _____ __ , 20__	Dated: _____ __ , 20__
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080	[Contractor/developer]
By:_____	By: _____
Name: Ted O._____	Name: _____
Title: Assistant Superintendent-Business Services	Title: _____

Exhibit F

Preliminary Construction Schedule

Attached is a Preliminary Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Contractor/Developer shall meet.

NOTE: If the Parties first enter into the Agreement for Preliminary Construction Services (Exhibit L) and have not finalized a Preliminary Construction Schedule for the construction of the Project at that time, the Parties should still complete the dates below based on the then-current anticipated Completion dates.

When and if the Parties do agree to a Guaranteed Maximum Price and amend the Contract, the Parties shall also amend this Exhibit at that time to include the detailed Construction Schedule prepared by the Contractor/developer and agreed to by the District pursuant to the Contract.]

Preliminary Construction Services. The schedule for the Preliminary Construction Services is as follows:

- Contractor/developer shall commence the Preliminary Construction Services once Approved By Board targeted for June 2026.
- Contractor/developer shall complete the Preliminary Construction Services upon issuance and acceptance by the Board of the District-approved GMP, or District contractor/developer is terminated.

Preliminary Construction Schedule. The Preliminary Construction Schedule is as follows:

A. GMP Notice to Proceed for the Project after DSA approved drawings received and GMP delivered and accepted by district, with bidding and construction targeted to start June 2027 and construction targeted for completed by May 2029.
B. Project Completion shall be on or before May 2029.
C. District shall have Beneficial Occupancy of the Project on or before the Phased Completion dates as indicated on the Preliminary Construction Schedule.
D. Project Phasing, inclusive of abatement of hazardous material, site development, interim housing requirements, and other appurtenance scope defined The construction of the Work shall be performed in the proposed sequences/ phases TBD:
    a. Phase One: TBD
    b. Phase Two: TBD
    c. Phase Three: TBD
    d. Phase Four: TBD
E. Potential Project Constraints/Assumptions
    a. Assist with the development of a site transition or phasing plan in the event key existing buildings and/or interim housing is not ready when required. Solutions to be developed in collaboration with the District.
    b. In addition to the general parameters above for the Preliminary Construction Schedule, attached is a Preliminary Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Contractor/developer shall meet.

Preliminary Construction Schedule

Task Name	Duration	Start	Finish	Predecessors
SSFUSD Spruce ES Design Phase	**186 days?**	**Mon 12/15/25**	**Mon 8/31/26**	
End of Assessment Report Phase	1 day	Fri 11/21/25	Fri 11/21/25	
Board Approval of Contract	1 day	Thu 1/22/26	Thu 1/22/26	2
Schematic Design Development (SD)	**73 days**	**Fri 1/23/26**	**Tue 5/5/26**	
SD Dwgs	30 days	Fri 1/23/26	Thu 3/5/26	3
Design Committee Mtg #1	1 day	Mon 2/2/26	Mon 2/2/26	
SD Development	4 days	Tue 2/3/26	Fri 2/6/26	6
DSA Pre-App Mtg	5 days	Mon 2/9/26	Fri 2/13/26	7
Design Committee Mtg #2	1 day	Mon 2/23/26	Mon 2/23/26	8
SD Development	9 days	Tue 2/24/26	Fri 3/6/26	9
Design Committee Mtg #3	0 days	Thu 3/5/26	Thu 3/5/26	
Design Work Shop - Facilities M&O & IT	8 days	Wed 3/4/26	Fri 3/13/26	9
SD QA/QC Review	8 days	Mon 3/9/26	Wed 3/18/26	10
Cost Est	10 days	Thu 3/19/26	Wed 4/1/26	5,12,13
Cost Est AOR Rview	4 days	Thu 4/2/26	Tue 4/7/26	14
Budget Scoping Workshop #1	5 days	Wed 4/8/26	Tue 4/14/26	14,15
Budget Scoping Workshop #2	5 days	Wed 4/15/26	Tue 4/21/26	16
SD Reply to Budget Scoping & Revised Cost Est	5 days	Wed 4/22/26	Tue 4/28/26	17
SD Docs Presentation/Submission To District	1 day	Wed 4/29/26	Wed 4/29/26	18
District Review & Comment of SD Documents	4 days	Thu 4/30/26	Tue 5/5/26	19
End SD - District Authorization to Proceed to DD	0 days	Tue 5/5/26	Tue 5/5/26	20
Design Development (DD)	**95 days**	**Wed 5/6/26**	**Tue 9/15/26**	**19**
Construction Documents(CD)	**165 days**	**Wed 9/16/26**	**Tue 5/4/27**	**35**
DSA (Estimated Total)	**100 days**	**Tue 2/2/27**	**Tue 6/22/27**	
Lease-Lease Back Contract	**270 days**	**Mon 6/1/26**	**Fri 6/11/27**	
Construction Procurement	**67 days**	**Wed 6/23/27**	**Thu 9/23/27**	**56,57**
Construction and Closeout	**420 days?**	**Fri 9/24/27**	**Thu 5/3/29**	**63**

Exhibit G
Preliminary Schedule of Values

Initial Cost Breakdown

Attached is a Preliminary Schedule of Values/ Initial Cost Breakdown that complies with the requirements of the Construction Provisions (Exhibit "D") and that has been approved by the District.

If the Parties first enter into the Preliminary Services Agreement (Exhibit L) and have not finalized a Schedule of Values for the construction of the Project at that time, the Parties can include initial cost breakdowns in this Exhibit G.

A complete Schedule of Values must be attached to this Exhibit G for GMP Phase.

When and if the Parties do agree to a Guaranteed Maximum Price and amend the Contract, the Parties shall also amend this Exhibit G at that time to include the detailed Schedule of Values prepared by the Contractor/Developer. When Developer/Contractor prepares its Schedule of Values for construction of the Project, Developer/Contractor shall include a line item(s) for each Early Purchase Item consistent with the requirements Exhibit D to the Facilities Lease.

General Requirements	
Existing Conditions	
Concrete	
Metals	
Wood Plastic	
Casework, FF	
Thermal + M	
Openings	
Finishes	
Specialties	
Equipment & Furnishings	
Fire Suppression	
Plumbing	
HVAC	
Electrical	

SAMPLE ONLY
NOT FOR USE IN
PRELIMINARY
CONSTRUCTION SERVICES

Exhibit G

Preliminary Schedule of Values

Earthwork	
Exterior Improvements	
Utilities	
Bonds & Insu	
Overhead an	
Construction	
Subtotal	
Allowance	
Contingency	
Total - GMP	

SAMPLE ONLY
NOT FOR USE IN PRELIMINARY CONSTRUCTION SERVICES

Exhibit H

Subcontractor Procurement Process

If the District issues RFP and selects one Contractor/developer who will **later** provide a guaranteed maximum price ("GMP") for this Project, that Contractor/developer shall, in addition to all legal requirements, including without limitation Education Code section 17406, take the following steps when the District directs the Contractor/developer to procure Subcontractors so that Contractor/developer can provide a final lump sum Guaranteed Maximum Price for construction of the Project.

OR

If the District issues an RFP and requires the Contractor/developers to submit a **final** price for this Project at the time it is competing against other Contractor/developers, the Contractor/developer shall comply with the subcontractor prequalification requirements of Education Code section 17406 (a)(1)(C) and may otherwise select subcontractors based on their own reasonable and non-discriminatory process.

1. **Subcontractor Bid Packages.** Contractor/developer shall prepare separate and specific Subcontractor bid packages that include all scope(s) of construction Work included in the Plans and Specifications.
2. **Public Notice**. Contractor/developer shall provide notice of bidding for Subcontractors "in accordance with the publication requirements applicable to the District's competitive selection process" to solicit Subcontractors in compliance with statutory requirements and the District's process. (Education Code §17406.)
3. **District Review of Bid Packages and Notice.** At least fourteen (14) Days prior to the bidding of Subcontractor bid packages, Contractor/developer shall provide the District with a copy of the written notice it will publish (including newspaper advertising) to solicit Subcontractors. The District reserves the right to request that Contractor/developer reasonably revise its published notice.
4. **Three Bona Fide Bids.** Contractor/developer is required to receive **at least** three (3) bona fide bids from Subcontractors for all scopes of Work on the Project that constitute more than three percent (3%) of the total Project scope of Work. Prior to the Contractor/developer seeking bids, the District may, in its sole discretion, and upon Contractor/developer's written request, authorize Contractor/developer to utilize a different minimum number of bona fide bids from Subcontractors.
5. **Prequalification.** Contractor/developer's Subcontractors performing work valued in excess of ½ of 1% of the GMP must comply with the following:

   MEP Prequalification. If the Project has electrical, mechanical, and plumbing components that will be performed by subcontractors performing under the following license classification(s) (C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46; "**MEP Subcontractor(s)**"), and those MEP Subcontractors will be first-tier Subcontractors to the Contractor/developer, those MEP Subcontractors must be prequalified with the District to be eligible to be included in a Contractor/developer's proposal.
   MEP Subcontractors shall prequalify with the District utilizing PQ Bids, prior to submitting a completed Submittal. Please use the link to PQ Bids on the District website (https://pqbids.com/ssfusd/), at https://www.ssfusd.org/apps/pages/construction, under the District's Facilities Construction page.

   The District highly recommends that the Contractor/developer informs all of its potential MEP Subcontractors that must be prequalified to immediately complete the prequalification process to ensure their eligibility to be included as MEP Subcontractors for the Project.

a. **Non-MEP Subcontractor Prequalification Criteria and Standards.** For this Project, Contractor/developer may **NOT** prequalify non-MEP subcontractors solicited for work on this Project, unless the Contractor/developer provides any prequalification or qualification criteria, process or questionnaire to the District for approval at least fourteen (14) Days prior to the bidding of Subcontractor bid packages.
b. Contractor/developer's MEP subs must submit for prequalification through PQBids 10 business days prior to proposal submittal deadline.
c. Contractor/developer MEP subs must be prequalified in PQBids 5 business days prior to opening proposals.
d. **LIMIT ON "BEST VALUE" SELECTION.** CONTRACTOR/DEVELOPER ACKNOWLEDGES THAT THIS PROCESS, THE PREQUALIFICATION OR ANY ASSOCIATED QUALIFICATION PROCESS, IS THE ONLY "BEST VALUE" SELECTION PROCESS AS IDENTIFIED IN EDUCATION CODE SECTION 17406 THAT THE DISTRICT HAS APPROVED FOR THIS PROJECT. THE CONTRACTOR/DEVELOPER MAY REQUEST, AT LEAST FOURTEEN (14) DAYS PRIOR TO THE BIDDING OF SUBCONTRACTOR BID PACKAGES, THAT THE DISTRICT APPROVE OTHER SELECTION PROCESS(ES) OR CRITERIA THAT THE CONTRACTOR/DEVELOPER DESIRES TO IMPLEMENT ON THIS PROJECT. CONTRACTOR/DEVELOPER CAN ONLY IMPLEMENT THOSE IF THE DISTRICT PRE-APPROVES THEM.
e. The Contractor/developer must prequalify their MEP Subcontractors through PQ Bids, prior to submitting a completed Submittal. Please use the link to PQ Bids on the District website (https://pqbids.com/ssfusd/), at https://www.ssfusd.org/apps/pages/construction, under the District's Facilities Construction page.

6. **Open-Book / Bid Opening**. Contractor/developer shall invite the District to attend all bid opening(s) for the Project and shall within 48 hours of the bid opening(s) provide copies or access to all bid documents provided by all Subcontractors.
7. **Missing Scopes of Work in Subcontractor Bids ("Bid Levelling").** When Contractor/developer has received all Subcontractor bids, Contractor/developer shall identify all scope(s) of construction Work for which Contractor/developer did not receive a bid and provide a written justification as to why the scope(s) of construction Work was either not included in a Subcontractor bid or was not bid on ("**Unbid Work**"). The District expects very little if any Unbid Work, far less than 1% of the GMP. After the District reviews the Contractor/developer's justification, the Parties shall meet and confer and the District shall reasonably determine, in its sole discretion, whether to:
   a. Direct the Contractor/developer to rebid the Unbid Work; or
   b. If Contractor/developer requests, allow the Contractor/developer to self-perform the Unbid Work. If Contractor/developer self-performs the Unbid Work, Contractor/developer shall provide substantiation for the pricing for the Unbid Work that Contractor/developer intends to self-perform. The Parties shall negotiate in good faith to determine a reasonable price for the Unbid Work that Contractor/developer intends to self-perform. The District reserves the right to seek its own pricing of that Work to verify the value of Contractor/developer's proposed pricing.
8. **Low Bid.** Because the "best value" process was implemented as part of the Subcontractor procurement process, once the Contractor/developer receives Subcontractor bids, the Contractor/developer shall award subcontracts to subcontractors with the **lowest responsive, responsible bid** that have satisfied the above prequalification and/or qualification steps, as applicable.

9. **Self-Performing Construction Work.** If Contractor/developer intends to propose to self-perform portion(s) of the construction Work, it must
   a. Receive the District's prior written approval.
   b. Provide its pricing (its bid) to the District 48 hours prior to Contractor/developer's receipt of Subcontractor bids for those portion(s) of the Work.
   c. Receive a minimum number of two (2) bona fide bids from Subcontractors for scope(s) of Work that the Contractor/developer is bidding to self-perform, not including the Contractor/developer's pricing/bid.
10. **Finalizing GMP.** After Contractor/developer completes this Subcontractor Procurement Process and the District approves the Subcontractor bids and self-performed construction Work, if any, Contractor/developer shall prepare a final proposed GMP as set forth in **Exhibit C** to the Facilities Lease**.** The GMP shall be calculated consistent with the matrix in the Guaranteed Maximum Price section of **Exhibit C**.
11. **Bundling GMP for the District.** The district has bundling requirements for the GMP documentation delivery. Organize the GMP electronically, as an indexed, PDF bundle of information as follows:
   a. Cover letter with overview of timeline for bidding. Explain number of min. bids and actuals bids received
   b. GMP Form
   c. GMP breakdown sheet- sample and detail
   d. Clarifications and exceptions, schedule start and end and exceptions or phasing required, and contingencies.
   e. Existing site conditions, if any
   f. Selected subcontractors- list
   g. Subcontractor leveling sheets, trade scope comparison sheet by Scope with subcontractor proposals behind.
   h. Discuss base bid, alternates, self-performed work, bidding compliance items, comments.
   i. Qualifications criteria "best value" descriptors
   j. Provide total points for each Scope by bidder

End of Document

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DOCUMENT 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Access Conditions and Requirements;

B. Special Conditions.

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

A. The Work includes campus modernization, demolition, new construction, and associated site and utility improvements.

Major elements of the Work include, but are not limited to:

- Preliminary Preconstruction Services, with various subsets of scope
- Modernization of the existing two-story classroom building (Building C), including ADA upgrades, structural, electrical, plumbing, and fire alarm upgrades; building envelope improvements; new restrooms; interior finishes; lighting; and related improvements.
- Demolition of the existing two-classroom building (Building D)
- Site Improvements including fire access lane, play structure, ADA upgrades, fencing and gates, accessible ramps, asphalt regrading, and utility improvements
- Hazardous materials abatement associated with the modernization work
- Site Preparation and utility work to support interim housing installation

1.03 CONTRACTS

A. Perform the Work under a single, fixed-price Contract.

1.04 WORK BY OTHERS

A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:

(1) Upgrade/replacement of the existing of the fire alarm control panel located in the Administration Building.

B. Work on the Project that will be performed by others concurrent with the Work of this Contract:

(1) None

1.05 CODES, REGULATIONS, AND STANDARDS

A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.

B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.06 PROJECT RECORD DOCUMENTS

A. Developer/contractor shall maintain on Site one set of the following record documents; Developer/contractor shall record actual revisions to the Work:

(1) Contract Drawings.

(2) Specifications.

(3) Addenda.

(4) Change Orders and other modifications to the Contract.

(5) Reviewed shop drawings, product data, and samples.

(6) Field test records.

(7) Inspection certificates.

(8) Manufacturer's certificates.

B. Developer/contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.

C. Developer/contractor shall record information concurrent with construction progress.

D. Specifications: Developer/contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:

(1) Manufacturer's name and product model and number.

(2) Product substitutions or alternates utilized.

(3) Changes made by Addenda and Change Orders and written directives.

1.07 EXAMINATION OF EXISTING CONDITIONS

A. Developer/contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets or roads approaching the Site.

B. Prior to commencement of Work, Developer/contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

C. Should Developer/contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Developer/contractor shall immediately report same to the District and the Architect.

1.08 DEVELOPER/CONTRACTOR'S USE OF PREMISES

A. If unoccupied and only with District's prior written approval, Developer/contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Developer/contractor must obtain the District's written approval for Developer/contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Developer/contractor's access to the building(s) shall be limited to the areas indicated.

B. If the space at the Project Site is not sufficient for Developer/contractor's operations, storage, office facilities and/or parking, Developer/contractor shall arrange and pay for any additional facilities needed by Developer/contractor.

C. Developer/contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.

D. Developer/contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.

E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.

F. The Developer/contractor shall install the construction fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Developer/contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Developer/contractor's expense and made to the District's satisfaction.

B. Developer/contractor shall be alert to the possibility of the existence of additional structures and utilities. If Developer/contractor encounters additional structures and utilities, Developer/contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

A. Developer/contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Developer/contractor with shutdown. Work required to re-establish utility services shall be performed by the Developer/contractor.

B. Developer/contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

1.11 STRUCTURAL INTEGRITY

A. Developer/contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.

B. Developer/contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 21 00

ALLOWANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Non-specified work.

1.2 RELATED SECTIONS

A. Document 01 10 00 (Summary of Work)

B. Document 01 29 00 (Application for Payment and Conditional and Unconditional Waiver and Release Forms)

C. Document 01 33 00 (Submittals)

1.3 ALLOWANCES

A. Included in the Contract, a stipulated sum/price of **[INSERT AMOUNT]** as an allowance for Unforeseen Conditions within the limits set forth in the Contract Documents. This Allowance shall not be utilized without written approval by the District.

B. Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive Authorization authorizing expenditure of funds from this Allowance. No mark-up for insurance, bonds, overhead and profit shall be added to the Allowance Expenditure Directive Authorization.

C. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive Authorization.

D. At Contract closeout, Contractor agrees that unused funds remaining in Allowance will be credited to District by Change Order.

E. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost (i.e., only the amount within the Allowance will be approved for payment). Contractor must follow the Change Order procedure to adjust the Contract Price for amounts in excess of the Allowance.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

DOCUMENT 01 22 00

ALTERNATES AND UNIT PRICING

PART 1 – ALTERNATES

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions;

C. Bid Form and Proposal;

D. Instructions to Bidders.

1.02 DESCRIPTION

The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Developer/contractor's stated prices contained in this Proposal.

1.03 GENERAL

Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an item is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

1.04 BASE BID

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

1.05 ALTERNATES

A. None

B. The above Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work.

PART 2 - UNIT PRICING

2.01 GENERAL

Developer/contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

2.02 UNIT PRICES

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Developer/contractor, subcontractors, and supplier(s).

A. None

END OF DOCUMENT

DOCUMENT 01 25 13

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. Instructions to Bidders;

B. General Conditions, including, without limitation, Substitutions For Specified Items; and

C. Special Conditions.

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.

B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Developer/contractor and are approved by the District and/or the Architect, Developer/contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Developer/contractor.

C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Developer/contractor, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.

D. The Developer/contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:

(1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.

(2) Within thirty-five (35) days after the date of the Notice of Award, the Developer/contractor shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.

E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Developer/contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.

F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Developer/contractor, with acceptance of the test procedure first given by the District.

G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Developer/contractor, and the District will deduct the costs from the Contract Price. The Developer/contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.

H. The Developer/contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Developer/contractor agrees to execute a deductive Change Order to reflect that credit. In the event Developer/contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Developer/contractor.

I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 26 00

CHANGES IN THE WORK

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.

END OF DOCUMENT

DOCUMENT 01 29 00

APPLICATION FOR PAYMENT AND CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS

CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: PROJECT: APPLICATION NO: Distribution to:
INVOICE NO: OWNER
ARCHITECT
PERIOD TO: CONTRACTOR
JOB: INSPECTOR OF RECORD
FROM: ARCHITECT: 3RD PARTY INSPECTOR
PROJECT NO: DISBURSEMENT AGENCY
DSA FILE NO:

CONTRACT DATE:

DEVELOPER'S APPLICATION FOR PAYMENT

Application is made for Payment as shown below, in connection with the Contract Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM $
2. Net change by Change Orders $
3. CONTRACT SUM TO DATE $
4. TOTAL COMPLETED & STORED TO DATE $
5. Lease Payment (1/3 of Total Lease Payments for last 3 pay applications) $
6. Total TI Payments Earned: (Line 4 less Line 5) $
7. Retainage:
   a. 5% of Total TI Payment $
8. TOTAL EARNED LESS Lease Payment & Retainage (Line 6 less Line 7) $
9. LESS PREVIOUS APPLICATIONS FOR PAYMENT $
10. CURRENT PAYMENT DUE $
11. Balance to Finish, Plus Lease Pmt & Retainage (Line 3 less Line 8) $

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by District		
Total approved this month		
NET CHANGES by Change Orders		

The undersigned Developer certifies that to the best of the Developer's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Developer for Work for which previous Certificates for Payment were issued and payments received from the District, and that current payment shown herein is now due. We certify that the Surety for this project has been notified of the amount of this request.

DEVELOPER:

By: Date:
[NAME, TITLE]

Notary Public: My Commission Expires:
Name:

ARCHITECT'S CERTIFICATE FOR PAYMENT

RECOMMENDED FOR CERTIFICATION

By: Date:
NAME:

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Developer is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Date:
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Developer named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the District or Developer under this Contract.

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On , before me, , Notary Public, personally appeared , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

Signature of Notary Public: (Seal)

CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $_____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): $_____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $_____

Exceptions

This document does not affect any of the following:

1. Retentions.

(5) Extras for which the claimant has not received payment.

(6) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(CIVIL CODE SECTION 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:

Amount of Check: $_____

Check Payable to: _____

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: $_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(CIVIL CODE SECTION 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: $_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DOCUMENT 01 31 19

PROJECT MEETINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions; and

B. Special Conditions.

1.02 PROGRESS MEETINGS:

A. Contractor/Developer shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.

B. Location: Contractor/Developer's field office.

C. The Contractor/Developer shall notify and invite the following entities ("Invitees"):

(1) District Representative.

(2) Contractor/Developer.

(3) Contractor/Developer's Project Manager.

(4) Contractor/Developer's Superintendent.

(5) Subcontractors, as appropriate to the agenda of the meeting.

(6) Suppliers, as appropriate to the agenda of the meeting.

(7) Construction Manager, if any.

(8) Architect

(9) Engineer(s), if any and as appropriate to the agenda of the meeting.

(10) Others, as appropriate to the agenda of the meeting.

D. The District's and/or the Architect's Consultants will attend at their discretion, in response to the agenda.

E. The District representative, the Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other

concerned parties. If exceptions are taken to anything in the meeting notes, those exceptions shall be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

1.03 PRE-INSTALLATION/PERFORMANCE MEETING:

A. Contractor/Developer shall schedule a meeting prior to the start of each construction activity that requires coordination with other construction. Contractor/Developer shall invite all invitees to this meeting, and others whose work may affect or be affected by said construction activity.

B. Contractor/Developer shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.

C. Contractor/Developer shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.

D. Contractor/Developer shall review in detail means of protecting the completed Work during the remainder of the construction period.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 32 13

SCHEDULING OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions;

C. Summary of Work; and

D. Submittals.

1.02 SECTION INCLUDES

A. Scheduling of Work under this Contract shall be performed by Contractor/Developer in accordance with requirements of this Section.

(1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").

(2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.

(3) Submit schedules and reports as specified in the General Conditions.

B. Upon Award of Contract, Contractor/Developer shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

1.03 CONSTRUCTION SCHEDULE

A. Within ten (10) days of issuance of the Notice to Proceed and before request for first progress payment, the Contractor/Developer shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.

B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.

Milestone Schedule: Refer to Preliminary Construction Schedule in Facilities Lease, Exhibit F.

1.04 QUALIFICATIONS

A. Contractor/Developer shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera's P6 Project Planner]. Experience level required is set forth below. Contractor/Developer may employ such personnel directly or may employ a consultant for this purpose.

(1) The written statement shall identify the individual who will perform CPM scheduling.

(2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.

(3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three fourths (¾) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.

B. District reserves the right to approve or reject Contractor/Developer's scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor/Developer's scheduler or consultant if District believes replacement will negatively affect the scheduling of Work under this Contract.

1.05 GENERAL

A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Contractor/Developer and agreed to by District. Any such agreement shall be formalized by a Change Order.

(1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.

(2) Contractor/Developer shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor/Developer completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.

(3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor/Developer.

C. Ownership Project Float: Neither the District nor Contractor/Developer owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.

(1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.

(2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.

D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor/Developer.

E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor/Developer from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor/Developer of its responsibility for means and methods of construction.

F. Software: Utilize project management information software as designated by the District. Currently, the District has not finalized an agreement with a specific software vendor. Training for the selected software will be provided. The software must be compatible with the Windows operating system.

G. Transmit each item under the form approved by District.

(1) Identify Project with District Contract number and name of Contractor/Developer.

(2) Provide space for Contractor/Developer's approval stamp and District's review stamps.

(3) Submittals received from sources other than Contractor/Developer will be returned to the Contractor/Developer without District's review.

1.06 INITIAL CPM SCHEDULE

A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor/Developer's schedule for up to ninety (90) calendar days after the Notice to Proceed.

B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment;

sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.

C. Initial CPM Schedule shall be time scaled.

D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.

E. District and Contractor/Developer shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.

(1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

(2) Contractor/Developer shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Contractor/Developer shall resubmit Initial CPM Schedule if requested by District.

F. If, during the first ninety (90) days after Notice to Proceed, the Contractor/Developer is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor/Developer shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

1.07 ORIGINAL CPM SCHEDULE

A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.

B. Progress Schedule shall include or comply with following requirements:

(1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.

(2) No activity on schedule shall have duration longer than fifteen (15) workdays, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.

(a) Activity durations shall be total number of actual workdays required to perform that activity.

(3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.

(4) District furnished materials and equipment, if any, identified as separate activities.

(5) Activities for maintaining Project Record Documents.

(6) Dependencies (or relationships) between activities.

(7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.

(a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.

(b) Contractor/Developer shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.

(8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.

(a) Include time for fabrication and delivery of manufactured products for the Work.

(b) Show dependencies between procurement and construction.

(9) Activity description; what Work is to be accomplished and where.

(10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor/Developer. Overhead and profit of the General Contractor/Developer shall be shown as a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.

(11) Resources required (labor and major equipment) to perform each activity.

(12) Responsibility code for each activity corresponding to Contractor/Developer or Subcontractor responsible for performing the Work.

(13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.

(14) Twenty (20) workdays for developing punch list(s), completion of punch-list items, and final cleanup for the Work or any designated portion thereof. No other activities shall be scheduled during this period.

(15) Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.

(16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.

(a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Contractor/Developer's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.

(b) Subcontractor schedules shall be independently derived and not a copy of Contractor/Developer's schedule.

(c) In addition to Contractor/Developer's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.

(d) Furnish schedule for Contractor/Developer/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.

(17) Activity durations shall be in Workdays.

(18) Submit with the schedule a list of anticipated non-Workdays, such as weekends and holidays. The Progress Schedule shall exclude in its Workday calendar all non-Workdays on which Contractor/Developer anticipates critical Work will not be performed.

C. Original CPM Schedule Review Meeting: Contractor/Developer shall, within sixty (60) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.

(1) Contractor/Developer shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.

(2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:

(a) Clarifications of Contract Requirements.

(b) Directions to include activities and information missing from submittal.

(c) Requests to Contractor/Developer to clarify its schedule.

(3) Within five (5) days of the Schedule Review Meeting, Contractor/Developer shall respond in writing to all questions and comments expressed by District at the Meeting.

1.08 ADJUSTMENTS TO CPM SCHEDULE

A. Adjustments to Original CPM Schedule: Contractor/Developer shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.

(1) District, within ten (10) days from date that Contractor/Developer submitted the revised schedule, will either:

(a) Accept schedule, cost, and resource loaded activities as submitted, or

(b) Advise Contractor/Developer in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor/Developer.

(2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.

(3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.

(4) District reserves right to require Contractor/Developer to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

B. Acceptance of Contractor/Developer's schedule by District will be based solely upon schedule's compliance with Contract requirements.

(1) By way of Contractor/Developer assigning activity durations and proposing sequence of Work, Contractor/Developer agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.

(2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.

(3) Submission of Contractor/Developer's schedule to District shall not relieve Contractor/Developer of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of

Contract Documents, including adverse effects such as delays resulting from ill-timed Work.

C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor/Developer's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.

D. Contractor/Developer shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor/Developer and transmitted to District for the record.

1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

A. Following acceptance of Contractor/Developer's Original CPM Schedule, Contractor/Developer shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.

(1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.

(2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.

B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.

(1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor/Developer delays.

(2) These meetings are considered a critical component of overall monthly schedule update submittal and Contractor/Developer shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor/Developer's General Superintendent and Scheduler.

(3) Contractor/Developer shall plan on the meeting taking no less than four (4) hours.

C. Within five (5) working days after monthly schedule update meeting, Contractor/Developer shall submit the updated CPM Schedule update.

D. Within five (5) workdays of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.

(1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Contractor/Developer. The schedule update shall be submitted as part of the Contractor/Developer's Application for Payment.

(2) If rejected, update shall be corrected and resubmitted by Contractor/Developer before the Application for Payment is submitted.

E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor/Developer under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor/Developer's obligations under this Contract.

1.10 SCHEDULE REVISIONS

A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, the Contractor/Developer shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor/Developer shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor/Developer shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.

C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor/Developer shall, within three (3) days, provide District with a complete written narrative response to District's request.

D. If the Contractor/Developer's revision is still not accepted by District, and the Contractor/Developer disagrees with District's position, the Contractor/Developer has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor/Developer's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor/Developer waives its rights to subsequently dispute or file a claim regarding District's position.

E. At District's discretion, the Contractor/Developer can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.11 RECOVERY SCHEDULE

A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Contractor/Developer shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor/Developer shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor/Developer shall provide a schedule diagram comparing the original sequence to the revised sequence of work.

B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.

C. If the Contractor/Developer's revisions are not accepted by District, District and the Contractor/Developer shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.

D. At District's discretion, the Contractor/Developer can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

A. When Contractor/Developer is directed to proceed with changed Work, the Contractor/Developer shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor/Developer proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor/Developer is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.

B. Contractor/Developer shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Developer/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

C. Contractor/Developer shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor/Developer shall provide District with four (4) copies of each TIE.

D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Contractor/Developer may submit a claim for additional time claimed by Contractor/Developer.

1.13 TIME EXTENSIONS

A. The Contractor/Developer is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor/Developer, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.

B. Where an event for which District is responsible impacts the projected Completion Date, the Contractor/Developer shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor/Developer shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor/Developer would expend to mitigate District-caused time impact. The Contractor/Developer shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Contractor/Developer is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor/Developer waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under this Contract for cumulative effect of changes.

E. District will not be obligated to consider any time extension request unless the Contractor/Developer complies with the requirements of Contract Documents.

F. Failure of the Contractor/Developer to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. If the Contractor/Developer does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor/Developer does not require a time extension for said issue.

1.14 SCHEDULE REPORTS

A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.

B. Required Reports:

(1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.

(2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to date, previous payments, and amount earned for current update period.

(3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.

(4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.

(5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

(1) Activities by early start.

(2) Activities by late start.

(3) Activities grouped by Subcontractors or selected trades.

(4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.

D. Furnish District with report files on compact disks containing all schedule files for each report generated.

1.15 PROJECT STATUS REPORTING

A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor/Developer shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.

B. Contractor/Developer shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:

(1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.

(2) Progress made on critical activities indicated on CPM Schedule.

(3) Explanations for any lack of work on critical path activities planned to be performed during last month.

(4) Explanations for any schedule changes, including changes to logic or to activity durations.

(5) List of critical activities scheduled to be performed next month.

(6) Status of major material and equipment procurement.

(7) Any delays encountered during reporting period.

(8) Contractor/Developer shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.

(a) Actual resource shall be accumulated in field by Contractor/Developer, and shall be as noted on Contractor/Developer's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.

(b) Contractor/Developer shall explain all variances and mitigation measures.

(9) Contractor/Developer may include any other information pertinent to status of Project. Contractor/Developer shall include additional status information requested by District at no additional cost.

(10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.16 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Contractor/Developer shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.17 DAILY CONSTRUCTION REPORTS

On a daily basis, Contractor/Developer shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor/Developer shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

A. Project name and Project number.

B. Contractor/Developer's name and address.

C. Weather, temperature, and any unusual site conditions.

D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.

E. Worker quantities for its own Work force and for Subcontractors of any tier.

F. Equipment, other than hand tools, utilized by Contractor/Developer and Subcontractors.

1.18 PERIODIC VERIFIED REPORTS

Contractor/Developer shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor/Developer or any of Contractor/Developer's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Contractor/Developer's Submittals and Schedules, Drawings and Specifications;

B. Special Conditions.

1.02 SECTION INCLUDES:

A. Definitions:

(1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.

(2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.

(3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor/Developer shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:

(1) Contractor/Developer shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.

(2) Contractor/Developer shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.

(3) Contractor/Developer shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor/developer shall be responsible for any delay in progress of Work due to its failure to observe these requirements.

(4) Time for completion of Work shall not be extended on account of Contractor/developer's failure to promptly submit Shop Drawings, Product Data, and/or Samples.

(5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor/developer chooses to use or has adopted as standard.

(6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor/Developer shall make this submittal in increments to avoid extended delays.

(7) Contractor/Developer shall certify on submittals for review that submittals conform to Contract requirements. Also certify that Contractor/developer-furnished equipment can be installed in allocated space. In event of any variance, Contractor/Developer shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.

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

(9) Upon demand by Architect or District, Contractor/developer shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor/Developer incorporates same in Work. Contractor/Developer shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor/Developer.

C. Submittal Schedule:

(1) Contractor/Developer shall prepare its proposed submittal schedule that is coordinated with the proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Contractor/developer's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.

(2) Contractor/Developer is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.

(3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.

(4) Contractor/Developer may be assessed $100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Contractor/Developer or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule.

1.03 SHOP DRAWINGS:

A. Contractor/Developer shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor/Developer.

B. Before commencing installation of any Work, the Contractor/Developer shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.

C. Review of Shop Drawings is regarded as a service to assist Contractor/developer and in all cases original Contract Documents shall take precedence as outlined under General Conditions.

D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor/developer's transmittal letter accompanying Shop Drawings and (2) Contractor/developer has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.

E. District shall not review Shop Drawings for quantities of materials or number of items supplied.

F. District's and/or Architect’s review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor/Developer of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not

indicated on Shop Drawings. The District's and/or Architect's review of Shop Drawings is not to be construed as approving departures from Contract Documents.

G. Review of Shop Drawings and Schedules does not relieve Contractor/Developer from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.

H. Before submitting Shop Drawings for review, Contractor/Developer shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

I. Submitted drawings and details must bear stamp of approval of Contractor/developer:

(1) Stamp and signature shall clearly certify that Contractor/developer has checked Shop Drawings for compliance with Drawings.

(2) If Contractor/developer submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the District and/or Architect will not consider them and will return them to the Contractor/Developer for revision and resubmission. In that event, it will be deemed that Contractor/developer has not complied with this provision and Contractor/developer shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.

J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor/Developer has checked all information thereon and that it accepts and is willing to perform Work as shown.

K. Contractor/Developer shall pay for cost of any changes in construction due to improper checking and coordination. Contractor/Developer shall be responsible for all additional costs, including coordination. Contractor/Developer shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or Contractor/Developer, etc., due to improperly checked and/or coordination of submittals.

L. Shop Drawings must clearly delineate the following information:

(1) Project name and address.

(2) Specification number and description.

(3) Architect's name and project number.

(4) Shop Drawing title, number, date, and scale.

(5) Names of Contractor/Developer, Subcontractor(s) and fabricator.

(6) Working and erection dimensions.

(7) Arrangements and sectional views.

(8) Necessary details, including complete information for making connections with other Work.

(9) Kinds of materials and finishes.

(10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor/Developer shall use same reference identification(s) as shown on Contract Drawings.

M. Contractor/Developer shall prepare composite drawings and installation layouts when required to solve tight field conditions.

(1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.

(2) Contractor/Developer shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor/Developer shall check and approve all submittal(s) before submitting them for final review.

1.04 PRODUCT DATA OR NON-REPRODUCIBLE SUBMITTALS:

A. Contractor/Developer shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contract must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor/Developer, who shall reproduce whatever additional copies it requires for distribution.

B. Contractor/Developer shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor/Developer shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.

C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor/Developer shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor/Developer shall mark all copies.

D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.

1.05 SAMPLES:

A. Contractor/Developer shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.

B. Contractor/Developer shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

(1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.

(2) Samples must show full range of texture, color, and pattern.

C. Contractor/Developer shall make all Submittals unless it has authorized Subcontractor(s) to submit and Contractor/Developer has notified the District in writing to this effect.

D. Samples to be shipped prepaid or hand-delivered to the District.

E. Contractor/Developer shall mark samples to show name of Project, name of Contractor/Developer submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.

F. Contractor/Developer shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor/Developer shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.

G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.

H. After a material has been approved, no change in brand or make will be permitted.

I. Contractor/developer shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.

J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.

K. Field Samples and Mock-Ups are to be removed by Contractor/Developer at District's direction:

(1) Size: As Specified.

(2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor/Developer as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.

B. One (1) copy of product or materials data will be returned to Contractor/developer with the review status.

C. Samples to be incorporated into the Work will be returned to Contractor/Developer, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.

D. Contractor/Developer shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.

E. Contractor/Developer may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor/developer proceeds in accordance with the District and/or the Architect's notes and comments.

F. Contractor/Developer shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor/Developer.

G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days

or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor/Developer.

H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor/Developer of any obligation thereunder.

I. District's and/or Architect's review of Shop Drawings does not relieve the Contractor/Developer of responsibility for any errors that may exist. Contractor/Developer is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used

END OF DOCUMENT

DOCUMENT 01 35 13.23

SITE STANDARDS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;

B. Special Conditions;

C. Drug-Free Workplace Certification;

D. Tobacco-Free Environment Certification;

E. Criminal Background Investigation/Fingerprinting Certification;

F. Temporary Facilities and Controls.

1.02 REQUIREMENTS OF THE DISTRICT:

A. Drug-Free Schools and Safety Requirements:

(1) All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or Contractor/Developers are to use drugs on these sites.

(2) Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. Contractor/Developer shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor/Developer may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.

(3) Contractor/Developer shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor/Developer shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.

C. Disturbing the Peace (Noise and Lighting):

(1) Contractor/Developer shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

(2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.

(3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

D. Traffic:

(1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

(2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor/Developer.

(3) District shall designate a construction entry to the Site. If Contractor/Developer requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor/Developer's expense.

(4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.

E. All of the above shall be observed and complied with by the Contractor/Developer and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;

B. Special Conditions; and

C. Quality Control.

1.02 DESCRIPTION:

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor/Developer shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").

(1) California Building Standards Administrative Code, Part 1, Title 24, CCR.

(2) California Building Code (CBC), Part 2, Title 24, CCR; (International Building Code volumes 1-2 and California Amendments).

(3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).

(4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).

(5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

(6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).

(7) California Green Building Standards Code (CAL Green), Part 11, Title 24, CCR.

(8) California Referenced Standards Code, Part 12, Title 24, CCR.

(9) State Fire Marshal Regulations, Public Safety, Title 19, CCR.

(10) Partial List of Applicable National Fire Protection Association (NFPA) Standards:

(a) NFPA 13 - Automatic Sprinkler System.

(b) NFPA 14 - Standpipes Systems.

(c) NFPA 17A - Wet Chemical System

(d) NFPA 24 - Private Fire Mains.

(e) (California Amended) NFPA 72 - National Fire Alarm Codes.

(f) NFPA 253 - Critical Radiant Flux of Floor Covering System.

(g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.

(11) California Division of the State Architect interpretation of Regulations ("DSA IR"), including, without limitation:

(a) DSA IR A-6 — Construction Change Document Submittal and Approval Processes.

(b) DSA IR A-7 — Project Inspector Certification and Approval.

(c) DSA IR A-8 — Project Inspector and Assistant Inspector Duties and Performance.

(d) DSA IR A-12 — Assistant Inspector Approval.

(12) DSA Procedures ("DSA PR")

(a) DSA PR 13-01 – Construction Oversight Process

(b) DSA PR 13-02 – Project Certification Process

B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24,

CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

(1) Test and testing laboratory per Section 4-335. District shall pay for the testing laboratory.

(2) Special inspections per Section 4-333(c).

(3) Deferred Approvals per section 4-317(g).

(4) Verified reports per Sections 4-336 & 4-343(c).

(5) Duties of the Architect & Engineers shall be per Sections 4-333(a) and 4-341.

(6) Duties of the Contractor/Developer shall be per Section 4-343.

(7) Duties of Project Inspector shall be per Section 4-334.

(8) Addenda and Construction Change Documents per Section 4-338.

Contractor/Developer shall keep and make available all applicable parts of the most current version of Title 24 referred to in the plans and specifications at the Site during construction.

C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.

(1) Contractor/Developer shall submit the following to Architect for review and endorsement:

(a) Product information on proposed material/system supplier.

(b) Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.

(c) All other requirements as may be required by DSA.

(2) Cost of preparing and submitting documentation per DSA Deferred Approval requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor/Developer.

(3) Contractor/Developer shall not begin fabrication and installation of deferred approval items without first obtaining DSA approval of Drawings and Specifications.

(4) Schedule of Work Subject to DSA Deferred Approval: Window wall systems exceeding 10 feet in span.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 42 13

ABBREVIATIONS AND ACRONYMS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including without limitation, Definitions;

B. Special Conditions.

1.02 DOCUMENT INCLUDES:

A. Abbreviations used throughout the Contract Documents.

B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1.	AA	The Aluminum Association
2.	AABC	Associated Air Balance Council
3.	AASHTO	American Association of State Highway and Transportation Officials
4.	ACI	American Concrete Institute
5.	AGA	American Gas Association
6.	AGC	Associated General Contractors of America
7.	AHC	Architectural Hardware Consultant
8.	AHRI	Air Conditioning, Heating, Refrigeration Institute
9.	AI	Asphalt Institute
10.	AIA	American Institute of Architects
11.	AISC	American Institute of Steel Construction
12.	AISI	American Iron and Steel Institute
13.	AMCA	Air Movement and Control Association
14.	ANSI	American National Standards Institute
15.	APA	APA – The Engineered Wood Association
16.	ASA	Acoustical Society of America
17.	ASCE	American Society of Civil Engineers
18.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
19.	ASME	American Society of Mechanical Engineers
20.	ASTM	American Society of Testing and Materials International
21.	AWPA	American Wood Protection Association
22.	AWS	American Welding Society
23.	AWSC	American Welding Society Codes & Standards
24.	AWI	Architectural Woodwork Institute
25.	AWWA	American Water Works Association
26.	BIA	The Brick Industry Association
27.	BHMA	Builders Hardware Manufacturers Association

28.	CCR	California Code of Regulations
29.	CLFMI	Chain Link Fence Manufacturers Institute
30.	CRA	California Redwood Association
31.	CRSI	Concrete Reinforcing Steel Institute
32.	CS	Commercial Standards
33.	CSI	Construction Specifications Institute
34.	CTI	Cooling Technology Institute
35.	EMMA	Expanded Metal Lath Manufacturers Association
36.	FGIA	Fenestration and Glazing Industry Alliance
37.	FGMA	Flat Glass Manufacturers' Association
38.	FIA	Factory Insurance Association
39.	FM	Factory Mutual Global
40.	FS/FED SPEC	Federal Specification
41.	FTI	Facing Title Institute
42.	GA	Gypsum Association
43.	IAPMO	International Association of Plumbing and Mechanical Officials
44.	ICC	International Code Council
45.	IEEE	Institute of Electrical and Electronics Engineers
46.	IES	Illuminating Engineering Society
47.	MCAC	Mason Contractors Association of California
48.	MIMA	Mineral Wool Insulation Manufacturers Association
49.	MS/MIL SPEC	Military Specifications
50.	NAAMM	National Association of Architectural Metal Manufacturers
51.	NCMA	National Concrete Masonry Association
52.	NCSEA	National Council of Structural Engineers Associations
53.	NEC	National Electrical Code
54.	NEMA	National Electrical Manufacturers Association
55.	NIST	National Institute of Standards and Technology
56.	NSI	Natural Stone Institute
57.	NTMA	National Terrazzo and Mosaic Association, Inc.
58.	ORS	Office of Regulatory Services (California)
59.	OSHA	Occupational Safety and Health Act
60.	PCI	Precast/Prestressed Concrete Institute
61.	PCA	Portland Cement Association
62.	PCA	Painting Contractors Association
63.	PDI	Plumbing & Drainage Institute
64.	PEI	Porcelain Enamel Institute, Inc.
65.	PG&E	Pacific Gas & Electric Company
66.	PS	Product Standards
67.	SDI	Steel Door Institute; Steel Deck Institute
68.	SJI	Steel Joist Institute
69.	SSPC	Society for Protective Coatings
70.	TCNA	Tile Council of North America, Inc.
71.	TPI	Truss Plate Institute
72.	UBC	Uniform Building Code
73.	UL	Underwriters Laboratories Code
74.	UMC	Uniform Mechanical Code
75.	USDA	United States Department of Agriculture
76.	VI	Vermiculite Institute
77.	WCLIB	West Coast Lumber Inspection Bureau

78.	WDMA	Window and Door Manufacturers Association
79.	WEUSER	Western Electric Utilities Service Engineering Requirements
80.	WIC	Woodwork Institute of California

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 42 16

DEFINITIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including without limitation, Definitions;

B. Special Conditions.

1.02 QUALITY ASSURANCE

A. For products or workmanship specified by association, trade, or Federal Standards, Contractor/developer shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.

B. Contractor/Developer shall conform to current reference standard publication date in effect on the date of bid opening.

C. Contractor/Developer shall obtain copies of standards unless specifically required not to by the Contract Documents.

D. Contractor/Developer shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.

E. Should specified reference standards conflict with Contract Documents, Contractor/Developer shall request clarification from the District and/or the Architect before proceeding.

F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.

G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

END OF DOCUMENT

DOCUMENT 01 42 19

REFERENCES

PART 2 - GENERAL

2.01 SCHEDULE OF REFERENCES:

The following information is intended only for the general assistance of the Contractor/Developer, and the District does not represent that all of the information is current. It is the Contractor/Developer's responsibility to verify the correct information for each of the entities listed.

AA	The Aluminum Association 1400 Crystal Drive, Suite 430 Arlington, VA 22202 www.aluminum.org	703/358-2960
AABC	Associated Air Balance Council 1015 18th St. NW Suite 603 Washington, D.C. 20036 www.aabc.com	202/737-0202
AASHTO	American Association of State Highway and Transportation Officials 555 12th St. NW - Suite 1000 Washington, DC 20004 www.transportation.org	202/624-5800
AATCC	American Association of Textile Chemists and Colorists 1 Davis Drive Durham, NC 27713-2839 www.aatcc.org	919/549-8141
ACA	American Coatings Association 901 New York Ave., NW, Suite 300 West Washington, DC 20001 www.paint.org	202/462-6272

ACI	American Concrete Institute 38800 Country Club Dr. Farmington Hills, MI 48331-3439 www.concrete.org	248/848-3800
ACPA	American Concrete Pipe Association 5605 N. MacArthur Blvd., Suite 340 Irving, TX 75038 www.concrete-pipe.org	972/506-7216
ADC	Air Duct Council 1300 Summer Ave. Cleveland, OH 44115 www.flexibleduct.org	216/241-7333
AF&PA	American Forest and Paper Association 601 Thirteenth Street NW, Suite 1000 NWashington, DC 20005 www.afandpa.org	202/463-2700
AGA	American Gas Association 400 North Capitol Street, NW, Suite 450 Washington, DC 20001 www.aga.org	202/824-7000
AGC	Associate General Contractor/Developers of America 2300 Wilson Blvd., Suite 300 Arlington, VA 22201 www.agc.org	703/548-3118
AHA	American Hardboard Association 1210 West Northwest Highway Palatine, IL 60067 http://domensino.com/AHA/default.htm	847/934-8800
AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 www.asphaltinstitute.org	866/540-9577
AIA	The American Institute of Architects 1735 New York Ave., NW Washington, DC 20006-5292 www.aia.org	800/242-3837
AISC	American Institute of Steel Construction 130 East Randolph Street, Suite 2000 Chicago, IL 60601 www.aisc.org	312.670.2400

AISI	American Iron and Steel Institute 25 Massachusetts Ave., NW, Suite 800 Washington, DC 20001 www.steel.org	202/452-7100
AITC	American Institute of Timber Construction 1010 South 336th Street, #210 Federal Way, WA 98003-7394 https://www.plib.org/aitc/	253/835-3344
ALI	Associated Laboratories, Inc. P.O. Box 152837 Dallas, TX 75315 www.assoc-labs.com	214/565-0593
ALSC	American Lumber Standards Committee, Inc. 7470 New Technology Way, Suite F Frederick, MD 21703 www.alsc.org	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004 www.amca.org	847/394-0150
AMPP (formerly SSPC)	Association for Materials Protection and Performance (merger of Society for Protective Coatings and National Association of Corrosion Engineers International) (formerly Steel Structures Painting Council) 800 Trumbull Drive Pittsburgh, PA 15205 www.sspc.org	412/281-2331 877/281-7772
ANLA	AmericanHort (merger of American Nursery & Landscape Association and OFA – The Association of Horticultural Professionals) 2130 Stella Court Columbus, OH 43215 www.americanhort.org	614/487-1117
ANSI	American National Standards Institute 1899 L Street, NW, 11th Floor Washington, DC 20036 www.ansi.org	202/293-8020
APA	APA-The Engineered Wood Association 7011 S. 19th Street Tacoma, WA 98466-5333 www.apawood.org	253/565-6600

APA	Architectural Precast Association 325 John Knox Rd, Suite L-103 Tallahassee, FL 32303 www.archprecast.org	850/205-5637
APCIA	American Property Casualty Insurance Association (merger of American Insurance Association (formerly the National Board of Fire Underwriters) with the Property Casualty Insurers Association of America) 555 12th St, NW, Suite 550 Washington DC 20004 www.apci.org	202/828-7100
AHRI	Air Conditioning and Refrigeration Institute (now Air-Conditioning, Heating, & Refrigeration Institute) 2311 Wilson Blvd, Suite 400 Arlington, VA 22201 www.ahrinet.org	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association 2331 Rock Spring Road Forest Hill, MD 21050 www.asphaltroofing.org	443/640-1075
ASA	The Acoustical Society of America Suite 300 1305 Walt Whitman Road Melville, NY 11747-4300 https://acousticalsociety.org/	516/576-2360
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191 www.asce.org	800/548-2723 703/295-6300
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 180 Technology Parkway Peachtree Corners, GA 30092 www.ashrae.org	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 www.asla.org	202/898-2444
ASME	American Society of Mechanical Engineers Two Park Avenue New York, NY 10016-5990 www.asme.org	800/834-2763

ASPE	American Society of Plumbing Engineers 6400 Shafer Court, Suite 350 Rosemont, IL 60018 http://aspe.org	847/296-0002
ASQ	American Society for Quality P.O. Box 3005 Milwaukee, WI 53201-3005 or 600 North Plankinton Avenue Milwaukee, WI 53203 http://asq.org	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 18927 Hickory Creek Dr., Suite 220 Mokena, IL 60448 www.asse-plumbing.org	708/995-3019
ASTM International	American Society of Testing and Materials International 100 Barr Harbor Drive PO Box C700 West Conshohocken, PA, 19428-2959 www.astm.org	610/832-9500
AWCI	Association of the Wall and Ceiling Industry 513 West Broad Street, Suite 210 Falls Church, VA 22046 www.awci.org	703/538-1600
AWPA	American Wood Protection Association (formerly American Wood Preservers Institute) 2430 U.S. Highway 27, Suite 330-223 Clermont, FL 34714 www.awpa.com	205/733-4077
AWS	American Welding Society 8669 NW 36 Street, Suite 130 Miami, FL 33166 www.aws.org	800/443-9353 305/443-9353
AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165-5874 www.awinet.org	571/323-3636

AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	800/926-7337 303/794-7711
BHMA	Builders Hardware Manufacturers Association 529 14th Street, NW, Suite 1280 Washington, DC 20045 www.buildershardware.com	212/297-2122
BIA	The Brick Industry Association 12007 Sunrise Valley Drive, Suite 430 Reston, VA 20191 www.gobrick.com	703/620-0010
CGA	Compressed Gas Association 8484 Westpark Drive, Suite 220 McLean, VA 22102 www.cganet.com	703/788-2700
CISCA	Ceilings & Interior Systems Construction Association 1010 Jorie Blvd, Suite 30 Oak Brook, IL 60523 www.cisca.org	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 2401 Fieldcrest Dr. Mundelein, IL 60060 www.cispi.org	224/864-2910
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Road, Suite B-215 Columbia, MD 21046 chainlinkinfo.org	301/596-2583
CPA	Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 www.compositepanel.org	703/724-1128
CPSC	Consumer Product Safety Commission 4330 East-West Highway Bethesda, MD 20814 www.cpsc.gov	800/638-2772 301/504-7923

CRI	Carpet and Rug Institute 100 S. Hamilton Street Dalton, GA 30722-2048 www.carpet-rug.org	706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 www.crsi.org	847/517-1200
CSI	The Construction Specifications Institute 123 North Pitt St, Suite 450 Alexandria, VA 22314 www.csiresources.org	800/689-2900
DHA	Decorative Hardwoods Association (formerly Hardwood Plywood & Veneer Association) 42777 Trade West Dr. Sterling, VA 20166 https://www.decorativehardwoods.org/	703/435-2900
DHI	Door and Hardware Institute (formerly National Builders Hardware Association) 2001 K Street NW, 3rd Floor North Washington, DC 20006 www.dhi.org	202/367-1134
DIPRA	Ductile Iron Pipe Research Association P.O. Box 190306 Birmingham, AL 35219 www.dipra.org	205/402-8700
DOC	U.S. Department of Commerce 1401 Constitution Ave., NW Washington, DC 20230 www.commerce.gov	202/482-2000
DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590 www.dot.gov	855/368-4200 202/366-4000
EJMA	Expansion Joint Manufacturers Association, Inc. 25 North Broadway Tarrytown, NY 10591 www.ejma.org	914/332-0040

EPA	Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 www.epa.gov	202/272-0167
FCICA	Floor Covering Installation Contractor/Developers Association 800 Roosevelt Rd., Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.fcica.com	630/672-3702
FGIA	Fenestration and Glazing Industry Alliance 1900 E Golf Rd, Suite 1250 Schaumburg, IL 60173 https://fgiaonline.org/	847/303-5664
FM Global	Factory Mutual Insurance Company Amy Daley Global Practice Leader – Education, Public Entities, Health Care FM Global 270 Central Avenue Johnston, RI 02919-4949 www.fmglobal.com	401/275-3000 401/275-3029
FS	General Services Administration (GSA) Index of Federal Specifications, Standards and Commercial Item Descriptions 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407 www.gsa.gov	844/472-4111
GA	The Gypsum Association 962 Wayne Ave., Suite 620 Silver Spring, MD 20910 www.gypsum.org	301/277-8686
HMA	Hardwood Manufacturers Association One Williamsburg Place, Suite 108 Warrendale, PA 15086 http://hmamembers.org	412/244-0440

IAPMO	International Association of Plumbing and Mechanical Officials (formerly the Western Plumbing Officials Association) 4755 E. Philadelphia St. Ontario, CA 91761 www.iapmo.org	909/472-4100
ICC	International Code Council 500 New Jersey Avenue, NW, 6th Floor Washington, DC 20001 www.iccsafe.org	888/422-7233
IEEE	Institute of Electrical and Electronics Engineers 3 Park Avenue, 17th Floor New York, NY 10016-5997 www.ieee.org	212/419-7900
IES	Illuminating Engineering Society 120 Wall Street, Floor 17 New York, NY 10005-4001 www.ies.org	212/248-5000
ITRK	Intertek Testing Services 3933 US Route 11 Cortland, NY 13045 www.intertek.com	607/753-6711
MCAA	Mechanical Contractor/Developers Association of America 1385 Piccard Drive Rockville, MD 20850 www.mcaa.org	301/869-5800
MMPA (formerly WMMPA)	Moulding & Millwork Producers Association (formerly Wood Moulding & Millwork Producers Association) 507 First Street Woodland, CA 95695 www.wmmpa.com	530/661-9591

MSS	Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry, Inc. 127 Park Street, NE Vienna, VA 22180-4602 http://mss-hq.org	703/281-6613
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.naamm.org	630/942-6591
NAIMA	North American Insulation Manufacturers Association 2013 Olde Regent Way, Suite 150, Box 120 Leland, NC 2845 https://insulationinstitute.org/	703/684-0084
NALP	National Association of Landscape Professionals (formerly Professional Landcare Network) 12500 Fair Lakes Circle, Suite 200 Fairfax, VA 22033 https://www.landscapeprofessionals.org/	703/736-9666
NAPA	National Asphalt Pavement Association 6406 Ivy Lane, Suite 350 Greenbelt, MD 20770-1441 www.asphaltpavement.org	888/468-6499 301/731-4748
NCSPA	National Corrugated Steel Pipe Association 14070 Proton Road, Suite 100 Dallas, TX 75244 www.ncspa.org	972/850-1907
NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive Herndon, VA 20171-4662 www.masonryandhardscapes.org	703/713-1900
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 www.nebb.org	301/977-3698
NECA	National Electrical Contractor/Developers Association 1201 Pennsylvania Ave. NW Washington, D.C., 20004 www.necanet.org	202/991-6300

NEMA	National Electrical Manufacturers Association 1300 North 17th Street N, Suite 900 Rosslyn, VA 22209 www.nema.org	703/841-3200
NEII	National Elevator Industry, Inc. 5537 SW Urish Road Topeka, KS 66610 https://nationalelevatorindustry.org/	703/589-9985
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA02169-7471 www.nfpa.org	800/344-3555 855/274-8525
NGA (formerly GANA)	National Glass Association (merged with Glass Association of North America) 344 Maple Ave West Unit 272 Vienna, VA 22180 www.glass.org	703/442-4890
NHLA	National Hardwood Lumber Association PO Box 34518 Memphis, TN 38184 www.nhla.com	901/377-1818
NIA	National Insulation Association 516 Herndon Pkwy., Ste. D Herndon, VA 20170 www.insulation.org	703/464-6422
NRCA	National Roofing Contractor/Developers Association 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 www.nrca.net	847/299-9070
NSF	NSF International 789 N. Dixboro Road Ann Arbor, MI 48105 www.nsf.org	800/673-6275 734/769-8010
NSI	Natural Stone Institute (formerly Marble Institute of America) 380 E. Lorain St. Oberlin, OH 44074 https://www.naturalstoneinstitute.org/	440/250-9222

NTMA	National Terrazzo and Mosaic Association 209 N. Crockett Street, Suite 2 PO Box 2605 Fredericksburg, TX 78624 www.ntma.com	800/323-9736
OSHA	Occupational Safety and Health Administration U.S. Department of Labor Occupational Safety & Health Administration 200 Constitution Ave., NW Room Number N3626 Washington, DC 20210 www.osha.gov	800/321-OSHA (6742)
PCA	Portland Cement Association 200 Massachusetts Ave NW, Suite 200 Washington, DC 20001 www.cement.org	202/408-9494
PCA	Painting Contractor/Developers Association (formerly Painting and Decorating Contractor/Developers of America) 2316 Millpark Drive Maryland Heights, MO 63043 https://www.pcapainted.org/	800/332-7322
PCI	Precast/Prestressed Concrete Institute 8770 W. Bryn Mawr Ave., Suite 1150 Chicago, IL 60631 www.pci.org	312/786-0300
PDI	Plumbing & Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA 01845 http://pdionline.org	978/557-0720 800/589-8956
PEI	Porcelain Enamel Institute, Inc. 1875 Old Alabama Road Suite 1230 Roswell, GA 30076 www.porcelainenamel.com	770/676-9366

PG&E	Pacific Gas & Electric Company P.O. Box 997300 Sacramento, CA 95899-7300 www.pge.com	800/743-5000
PLIB	Pacific Lumber Inspection Bureau (formerly West Coast Lumber Inspection Bureau) 1010 South 336th Street, Suite 210 Federal Way, WA 98003-7394 https://www.plib.org/	253/835-3344
RFCI	Resilient Floor Covering Institute 115 Broad Street, Suite 201 La Grange, GA 30240 www.rfci.com	706/882-3833
SDI	Steel Deck Institute P.O. Box 70 Florence, South Carolina 29503 www.sdi.org	843/407-7411
SDI	Steel Door Institute 30200 Detroit Road Westlake, OH 44145 www.steeldoor.org	440/899-0010
SJI	Steel Joist Institute PO Box 30 Florence, SC 29503 http://steeljoist.org	843/407-4091
SMA	Stucco Manufacturers Association 5753 E Santa Ana Cyn Rd, #G-156 Anaheim, CA 92807 www.stuccomfgassoc.com	714/473-9579
SMACNA	Sheet Metal and Air Conditioning Contractor/Developers' National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1219 www.smacna.org	703/803-2980
SPI	Plastics Industry Association (formerly SPI: The Plastics Industry Trade Association, Inc.) 1425 K St. NW, Suite 500 Washington, DC 20005 www.plasticsindustry.org	202/974-5200

TCA	The Tile Council of North America 100 Clemson Research Blvd. Anderson, SC 29625 www.tcnatile.com	864/646-8453
TPI	Truss Plate Institute 2670 Crain Highway, Suite 203 Waldorf, MD 20601 www.tpinst.org	240/587-5582
TPI	Turfgrass Producers International 444 E. Roosevelt Road #346 Lombard, IL 60148 www.turfgrasssod.org	800/405-8873 847/649-5555
TCIA	Tree Care Industry Association (formerly the National Arborist Association) 670 N Commercial Street, Suite 201 Manchester, NH 03101 www.treecareindustryassociation.org	603/314-5380 800/733-2622
TVI	The Vermiculite Institute c/o The Schundler Company 10 Central Street Nahant, MA 01908 www.vermiculiteinstitute.org	732/287-2244
UL	UL Solutions (formerly Underwriters Laboratories Inc.) 333 Pfingsten Road Northbrook, IL 60062-2096 www.ul.com	847/272-8800 877/854-3577
UNI	Uni-Bell PVC Pipe Association 201 E. John Carpenter Freeway, Suite 750 Irving, TX 75062 www.uni-bell.org	972/243-3902
USDA	U.S. Department of Agriculture 1400 Independence Ave., S.W. Washington, DC 20250 www.usda.gov	202/720-2791
WA	Wallcoverings Association 35 E Wacker Dr., Suite 850 Chicago, IL 60601 www.wallcoverings.org	312/224-2574

WCMA	Window Covering Manufacturers Association 355 Lexington Avenue 15th Floor New York, NY 10017 www.wcmanet.com	212/297-2122
WDMA	Window & Door Manufacturers Association 2001 K Street NW, 3rd Floor North Washington, D.C. 20006 www.wdma.com	202/367-1157
WI	Woodwork Institute 1455 Response Road, Suite 110 Sacramento, CA 95815 www.woodworkinstitute.com	916/372-9943
WRI	Wire Reinforcement Institute 942 Main Street, Suite 300 Hartford, CT 06103 www.wirereinforcementinstitute.org	860/240-9545
WWCA	Western Wall & Ceiling Contractor/Developers Association 1910 N. Lime St. Orange, CA 92865 www.wwcca.org	714/221-5520 888/707-9255
WWPA	Western Wood Products Association (formerly Redwood Inspection Service) 2 Centerpointe Drive, Suite 360 Lake Oswego, OR 97035 www.wwpa.org	503/224-3930

PART 3 - PRODUCTS Not Used.

PART 4 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 43 00

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Purchase of Materials and Equipment;

B. Special Conditions;

C. Imported Materials Certification.

1.02 MATERIAL AND EQUIPMENT

A. Only items approved by the District and/or Design Professional shall be used.

B. Contractor/Developer shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.03 MATERIAL AND EQUIPMENT COLORS

A. The District and/or Architect will provide a schedule of colors.

B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

C. Contractor/Developer shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Contractor/Developer shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.

B. Contractor/Developer shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.

C. Contractor/Developer shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.

E. Contractor/Developer shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor/Developer shall protect material and equipment furnished under Contract.

F. Contractor/Developer may store materials on Site with prior written approval by the District, all material shall remain under Contractor/Developer's control and Contractor/Developer shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor/Developer shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.

G. When any room in Project is used as a shop or storeroom, the Contractor/Developer shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.

B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT

Contractor/Developer shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor/Developer shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION

A. Contractor/Developer shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor/Developer's failure to coordinate will be at no additional cost to District.

B. Contractor/Developer shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

Contractor/Developer shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e., certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor/Developer shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

DOCUMENT 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;

B. Special Conditions.

1.02 RELATED CODES:

A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor/Developer shall keep a copy of these available at the job Site for ready reference during construction.

B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

1.03 OBSERVATION AND SUPERVISION:

A. The District and Architect or their appointed representatives will review the Work and the Contractor/Developer shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.

B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector," will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:

(1) The Project Inspector and Special Inspector(s) shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Contractor/Developer shall provide facilities and operation of equipment as needed, and access as required and shall provide assistance for sampling or measuring materials.

(2) The Project Inspector will notify the District and Architect and call the attention of the Contractor/Developer to any observed failure of Work or material to conform to Contract Documents.

(3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Contractor/Developer shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor/Developer shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor/Developer's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor/Developer shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor/Developer shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

1.04 TESTING AGENCIES:

A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4-335.

B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."

C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.05 TESTS AND INSPECTIONS:

A. The Contractor/Developer shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Contractor/Developer shall notify the District and Project Inspector at least seventy-two (72) hours in advance of performing any Work requiring testing or inspection.

B. The Contractor/Developer shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.

C. The District will pay for first inspections and tests required by the "CCR," and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:

(1) Tests and observations for earthwork and paving.

(2) Tests for concrete mix designs, including tests of trial batches.

(3) Tests and inspections for structural steel work.

(4) Field tests for framing lumber moisture content.

(5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.

(6) Tests and observations of welding and expansion anchors.

D. The District may at its discretion, pay and then back charge the Contractor/Developer for:

(1) Retests or reinspections, if required, and tests or inspections required due to Contractor/Developer error or lack of required identifications of material.

(2) Uncovering of work in accordance with Contract Documents.

(3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor/Developer for the overtime portion.

(4) Testing done off Site.

E. Testing and inspection reports and certifications:

(1) If initially received by Contractor/Developer, Contractor/Developer shall provide to each of the following a copy of the agency or laboratory report of each test, inspection, or certification.

(a) The District;

(b) The Construction Manager, if any;

(c) The Architect;

(d) The Consulting Engineer, if any;

(e) Other engineers on the Project, as appropriate;

(f) The Project Inspector; and

(g) The Contractor/Developer.

(2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

PART 2 - PRODUCTS

2.01 TYPE OF TESTS AND INSPECTIONS

A. All tests and inspections required in accordance with the DSA approved structural testing and inspection form (DSA-103), or as required by the Division of the State Architect during the course of the work. All tests and inspections shall also conform to the edition of the California Building Code applicable to this contract.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions;

C. Site Standards; and

D. Construction Waste Management and Disposal.

1.02 TEMPORARY UTILITIES:

A. Electric Power and Lighting:

(1) Contractor/Developer will pay for power during the course of the Work. To the extent power is available in the building(s) or on the Site, Contractor/Developer may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor/Developer and all Subcontractors. Contractor/Developer shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.

(2) Contractor/Developer shall verify characteristics of power available in building(s) or on the Site. Contractor/Developer shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor/Developer shall be fully responsible for providing that service and shall pay all costs required therefor.

(3) Contractor/Developer shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

(4) Contractor/Developer shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.

B. Heat and Ventilation:

(1) Contractor/Developer shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

(2) Contractor/Developer shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.

(3) Contractor/Developer shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water:

(1) Contractor/Developer shall pay for water used during the course of the Work. Contractor/Developer shall coordinate and pay for installation or use of water meter in compliance with local water agency requirements. To the extent water is then available in the building(s) or on the Site, Contractor/Developer may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor/Developer and all Subcontractors. Contractor/Developer shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s), on the Site, or other location approved by the local water agency, to point of intended use.

(2) Contractor/Developer shall use backflow preventers on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.

(3) Contractor/Developer shall make potable water available for human consumption.

D. Sanitary Facilities:

(1) Contractor/Developer shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor/Developer completes all other work at the Site.

(2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service:

(1) Contractor/Developer shall arrange with local telephone service company for telephone service as required for the performance of the Work. Contractor/Developer shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.

(2) Contractor/Developer shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection:

(1) Contractor/Developer shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.

(2) Where on-site welding and burning of steel is unavoidable, Contractor/Developer shall provide protection for adjacent surfaces.

G. Trash Removal:

(1) Contractor/Developer shall provide trash removal on a timely basis**.** Under no circumstance shall Contractor/Developer use District trash service.

1.03 CONSTRUCTION AIDS:

A. Plant and Equipment:

(1) Contractor/Developer shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workers. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.

(2) Contractor/Developer shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor/Developer at no expense to the District.

B. None of the District's tools and equipment shall be used by Contractor/Developer for the performance of the Work.

1.04 BARRIERS AND ENCLOSURES:

A. Contractor/Developer shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

B. Contractor/Developer shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions

of the Site and/or Premises, the public, and workers. Contractor/Developer shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.

C. Contractor/Developer shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

D. Tree and Plant Protection:

(1) Contractor/Developer shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.

(2) Contractor/Developer shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations, or as denoted on the Plans.

(3) Contractor/Developer shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor/Developer shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor/Developer's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.

(4) Contractor/Developer shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor/Developer's expense.

(5) Excavation around Trees:

(a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.

(b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

(c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.

(d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.

(e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.

(f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

1.05 SECURITY:

The Contractor/Developer shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

1.06 TEMPORARY CONTROLS:

A. Noise Control:

(1) Contractor/Developer acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

(2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration:

(1) Equipment and impact tools shall have intake and exhaust mufflers.

(2) Contractor/Developer shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt:

(1) Contractor/Developer shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.

(2) Contractor/Developer shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.

(3) Contractor/Developer shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.

(4) Contractor/Developer shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water:

(1) Contractor/Developer shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor/Developer shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution:

(1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

(2) Contractor/Developer shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

(1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.07 JOB SIGN(S):

A. General:

(1) Contractor/Developer shall provide and maintain a Project identification sign with the design, text, and colors designated by the District and/or the Design Professional; locate sign as approved by the District.

(2) Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

B. Materials:

(1) Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.

(2) Sign Surface: Minimum 3/4-inch exterior grade plywood.

(3) Rough Hardware: Galvanized.

(4) Paint: Exterior quality, of type and colors selected by the District and/or the Design Professional.

C. Fabrication:

(1) Contractor/Developer shall fabricate to provide smooth, even surface for painting.

(2) Size: 4'-0" x 8'-0", unless otherwise indicated.

(3) Contractor/Developer shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.

(4) Text and Graphics: As indicated.

1.08 PUBLICITY RELEASES:

A. Contractor/Developer shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s) without the written permission of the District.

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT

DOCUMENT 01 50 13

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions; and

C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

A. Administrative and procedural requirements for the following:

(1) Salvaging non-hazardous construction waste.

(2) Recycling non-hazardous construction waste.

(3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 PERFORMANCE REQUIREMENTS:

A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

A. Waste Management Plan: Submit waste management plan within thirty (30) days of date established for commencement of the Work.

B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:

(1) Material category.

(2) Generation point of waste.

(3) Total quantity of waste in tons or cubic yards.

(4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.

(5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.

(6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.

(7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

H. Qualification Data: For Waste Management Coordinator.

I. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

J. Submittal procedures and quantities are specified in Document 01 33 00.

1.06 QUALITY ASSURANCE:

A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.

B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:

(1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.

(2) Review requirements for documenting quantities of each type of waste and its disposition.

(3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

(4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.

(5) Review waste management requirements for each trade.

1.07 WASTE MANAGEMENT PLAN:

A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

(1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

(2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

(3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

(4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

(5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

(6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

(1) Comply with Document 01 50 00 for operation, termination, and removal requirements.

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

(1) Distribute waste management plan to everyone concerned within 3 days of submittal return.

(2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

(1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

(2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor/Developer.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

(1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.

(a) Inspect containers and bins for contamination and remove contaminated materials if found.

(2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

(3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.

(4) Store components off the ground and protect from the weather.

(5) Remove recyclable waste off District property and transport to recycling receiver or processor.

D. Packaging:

(1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

(2) Polystyrene Packaging: Separate and bag material.

(3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.

(4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

E. Site-Clearing Wastes: Chip brush, branches, and trees on site.

F. Wood Materials:

(1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.

(2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

(1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.03 DISPOSAL OF WASTE:

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

(1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.

(2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF DOCUMENT

DOCUMENT 01 52 13

FIELD OFFICES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions; and

C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

A. Requirements for Field Offices and Field Office Trailers.

1.03 SUMMARY:

A. General: Contractor/developer shall provide District's Field Office Trailer and contents, for District's use exclusively, during the term of the Contract.

B. Property: Trailer, furniture, furnishings, equipment, and the like, supplied by the Contractor/developer with the Office Trailer shall remain the property of the Contractor/developer; District property items installed, delivered, and the like by District within the Office Trailer will remain District's property.

C. Modifications: District reserves the right to modify the trailer or contents, or both, as may be deemed proper by District.

D. Condition: Trailer and contents shall be clean, neat, substantially finished, in good, proper, and safe condition for use, operation, and the like; the trailer and contents shall not be required to be new.

E. Installation Timing: Provide safe, fully furnished, functional, proper, complete, and finished trailer properly ready for entire use, within fourteen (14) calendar days of District's notification of the issuance of Notice to Proceed.

1.04 SUBMITTALS:

A. General: Submit submittals to District in quantity, format, type, and the like, as specified herein.

B. Office Trailer Data: One (1) copy of manufacturer's descriptive data, technical descriptions, regulatory compliance, industry standards, installation, removal, and maintenance instructions.

C. Equipment Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.

D. Furniture and Furnishings Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.

E. Plans: One (1) reproducible copy of appropriately scaled plans of trailer layout. Plans shall include, but not be limited to: lighting; furniture; equipment; telephone and electrical outlets; and the like.

F. Product Samples: One (1) complete and entire unit of each type, if directed by District.

1.05 QUALITY ASSURANCE

A. Standards: In the event that provisions of codes, regulations, safety orders, Contract Documents, referenced manufacturer's specifications, manufacturer's instructions, industry standards, and the like, are in conflict, the more restrictive and higher quality shall govern.

B. Installer: Installer or Installers engaged by Contractor/developer must have a minimum of five (5) years of documented and properly authenticated successful experience of specialization in the installation of the items or systems, or both, specified herein.

C. Manufacturer: Contractor/developer shall obtain products from nationally and industry recognized Manufacturer with five (5) years minimum of immediately recent, continuous, documented and properly authenticated successful experience of specialization in the manufacture of the product specified herein.

D. State Personnel Training: Provide proper training for maintenance and operations, including emergency procedures, and the like, as directed by District.

E. Units: Shall be sound and free of defects, and shall not include any damage or defect that will impair the safety, installation, performance, or the durability of the entire Office Trailer and appurtenant systems.

1.06 REGULATORY REQUIREMENTS

A. General: Work shall be executed in accordance with applicable Codes, Regulations, Statutes, Enactments, Rulings, Laws, each authority having jurisdiction, and including, but not limited to, Regulatory Requirements specified herein.

B. California Building Standards Code ("CBSC").

C. California Code of Regulations, Title 25, Chapter 3, Sub Chapter 2, Article 3 ("CCR").

D. Coach Insignia: Trailer shall display California Commercial Coach Insignia; such insignia shall be deemed to show that the trailer is in accordance with the Construction and Fire Safety requirements of CCR.

PART 2 – PRODUCTS

2.01 FIELD OFFICE TRAILER

A. General: Provide entire Field Office Trailer of type, function, operation, capacity, size, complete with controls, safety devices, accessories, and the like, for proper and durable installation. Partitions, walls, ceiling, and other interior and exterior surfaces shall be appropriately finished, including, but not limited to, trim, painting, wall base, floor covering, suspended or similar ceiling, and the like; provide systems, components, units, nuts, bolts, screws, anchoring devices, fastening devices, washers, accessories, adhesives, sealants, and other items of type, grade, and class required for the particular use, not identified but required for a complete, weather-tight, appropriately operating, and finished installation.

B. Manufacturers: General Electric Capital Modular Space; The Space Place, Inc.; or equal.

C. Program: Provide a wheel-mounted trailer with stairs, landings, platforms, ramps, and the like, in good, proper, safe, clean, and properly finished condition; with proper heavy-duty locks, and other proper and effective security at all doors, windows, and the like. Trailer shall be maintained in good, proper, safe, clean, and properly finished condition during the Contract.

(1) Nominal Trailer Size: Four hundred eighty (480) square feet, minimum.

(2) Stairs, Platform: Properly finished stairs, platforms, and ramps.

(3) Doors: Two (2), three (3) foot wide exterior doors with locksets; finished ramp, steps, and entry platform at each exterior door.

(4) Keys: Submit five (5) keys for each door, window, furniture unit, and the like. There shall be no other key copies or originals available; each key shall be identified for District; and shall be labeled, or tagged or both, as directed by District.

(5) HVAC: Provide air-conditioned Field office trailer.

(6) Lighting: 700 Lumens or Lux per square meter, (approx. equal to sixty-five (65) foot-candles) illumination minimum at any point, at thirty (30) inches above finished floor throughout from fluorescent light source, or surface mounted LED light strips or dome lights rated for 50,000-hour lifespan exclusively, or as directed by District.

(7) Electrical Outlets: One (1) duplex outlet evenly spaced every twelve (12) linear horizontal feet of wall face, and electrical service ready for use.

(8) Data Connection: Contractor should assume that a connection to the local utility provider is required. Provide a router to allow a minimum of six (6) users to connect.

(9) Internet Connection:
- (a) Type:
  - 1) **Primary:** 4G LTE or 5G cellular modem (most common for temporary sites)
  - 2) **Alternative:** Satellite internet (Starlink) if cellular coverage is poor
- (b) Bandwidth:
- (c) Minimum **25–50 Mbps download**, **5–10 Mbps upload** for basic tasks (email, cloud apps)
- (d) If users stream video or use heavy cloud tools, aim for **100 Mbps+**

(10) Router Requirements:
- (a) Dual-WAN or Failover Support:
  - 1) Allows switching between cellular and satellite or wired backup
- (b) Integrated LTE/5G Modem or SIM Slot:
  - 1) For direct cellular connectivity without extra hardware
- (c) Wi-Fi Specs:
  - 1) **Wi-Fi 6 (802.11ax)** recommended for better range and multi-user performance
  - 2) At least 2x2 MIMO antennas
- (d) Coverage:
  - 1) Construction trailers are often metal, so choose a router with **external antenna ports** for better signal
- (e) Security:
  - 1) WPA3 encryption, firewall, VPN support for remote access

(11) Wireless Access Point (WAP)
- (a) If the trailer is large or has multiple rooms, add one or two WAPs connected to the router via Ethernet for full coverage.
- (b) Look for PoE (Power over Ethernet) WAPs for easy installation.

(12) Data Plan
- (a) Unlimited or high-cap data plan (50–100 GB/month minimum)
- (b) Consider business-grade plans for priority bandwidth and static IP if needed.

The network shall have the following requirements:

- (a) The internet connection, shall be provided by contractor
- (b) If it is necessary to "piggyback" off of an existing hard-wired
- (c) A wired network connection to the Printer/Scanner. line, the line provided to Kitchell shall be an unfiltered line, with no limitations set by the main line holder, such as access restrictions or DNS port blocking.

2.02 FIELD OFFICE TRAILER ITEMS

A. General: Provide the Field Office Trailer with the following arranged into two (2) workstations:
   (1) Desks: Two (2) desks: thirty-six (36) inches by sixty (60) inches; steel, laminated plastic top; locking, one (1) or two (2) file drawer's single pedestal; steel; provide five (5) keys to District.
   (2) Tables: Two (2) tables; thirty-six (36) inches by sixty (60) inches; twenty-nine (29) inches high; steel, laminated plastic top tables; one (1) at each desk.
   (3) Chairs: Two (2) chairs: swivel; steel; with seat cushion and arms; one (1) at each desk.
   (4) Waste Baskets: Two (2) waste baskets, one at each desk.

B. Furniture and Equipment: Provide in the space located to effect efficient and logical use.
   (1) File cabinet: One (1); four (4) drawers; lateral; steel locking.
   (2) Plan Table: One (1) plan table: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawers.
   (3) Bookshelf: One (1) bookshelf: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawer.
   (4) Plan Rack: One (1) wheel mounted plan rack.
   (5) Waste Baskets: One (1) large waste basket.
   (6) Coat/Hat Hanger: Wall mounted with minimum capacity for four (4) garments and ten (10) hats.
   (7) High volume Printer: Shall include an integrated high-volume printer, copier machine, and shall include the following features:
      (a) Type: Ricoh IM C3000 or better.
      (b) Network: Ethernet or Token Ring network ready, Plug-and-Play.
      (c) Print, send/receive scans from any connected workstation.
      (d) Copy/Print Speed: Twenty (20) pages per minute, minimum.
      (e) Document Handler: Forty (40) sheets, minimum
      (f) Requirements:
         1) Color and black and white option, collator, auto stapling (desired), duplexing capabilities
      (g) Paper Sizes/Holders: One (1) each for eight and one half (8.5) inches by eleven (11) inches, eight and one half (8.5) inches by fourteen (14) inches, and eleven (11) inches by seventeen (17) inches paper sizes; minimum two hundred fifty (250) sheets per cassette.
      (h) Reduction/Enlargement: Capable of reduction to twenty-five percent (25%) and enlargement to two hundred percent (200%).
      (i) Scanning: Capable of scanning into memory a minimum of one hundred (100) pages with maximum scan time of three (3) seconds per page.
   (8) Copier/Scanner Maintenance: Contractor/developer shall purchase service agreements for each unit of equipment for the duration of the project plus two (2) months, and shall maintain all equipment in proper working condition. Service agreements shall include provision

for replacement of toner cartridges and other items required to effect proper unit use. Service agreements shall also provide for:

(a) Unlimited Service Calls.
(b) Same Day Response.
(c) All parts, labor, preventative maintenance and mileage.
(d) All chemicals, such as toner, fixing agent, and the like.
(e) System training and setup.

(9) Provide an office trailer with restroom facilities.

(10) Portable Toilets: Two (2); each shall include a urinal; each unit shall be a properly enclosed chemical unit conforming to ANSI Z4.3.

(a) Location: As directed by District.
(b) Maintenance: Maintain each unit and surrounding areas in a clean, hygienic and orderly manner, at all times. Empty, clean, and sanitize each unit each day at a location and time as directed by District.
(c) Removal: Relocate, or remove from the site, each Portable Toilet. Upon such directive by District, the Contractor/developer shall forthwith relocate or remove each Portable Toilet and submit the affected areas to a condition which existed prior to the installation of each Portable Toilet, within three (3) calendar days, or as directed by District in writing, at no cost to District.
(d) Microwave
(e) Micro Refrigerator
(f) Water Service, 5-gallon jug coolers with hot/cold dispensers in the trailer, refilled on a schedule (weekly, bi-weekly, or on-demand), empty jugs returned for sanitation and reuse. flexible scheduling based on crew size and project timeline.

2.03 UTILITY AND SERVICES

A. Electrical Service: Provide all proper connections and continuously pay for service for the duration of the Work.

2.04 FINISHES

A. General: Manufacturer standard finish system over surfaces properly cleaned, pretreated, and prepared to obtain proper bond; all visible surfaces shall be coated.
B. Finish: Color as selected by District from manufacturer standard palette.

PART 3 – EXECUTION

3.01 INSTALLATION

A. General: Properly prepare area and affected items to receive the Work. Set Work accurately in location, alignment, and elevation; rigidly, securely, and firmly anchor to appropriate structure; install plumb, straight, square, level, true, without racking, rigidly anchored to proper solid blocking, substrate, and the like; provide appropriate type and quantity of reinforcements, fasteners, adhesives, self-adhesive and other tapes; lubricants, coatings, accessories, and the like, as required for a complete, structurally rigid, stable, sound, and appropriately finished installation, in accordance with manufacturer's published instructions, and as indicated. The more restrictive and higher

quality requirement shall govern. Moving parts shall be properly secured, without binding, looseness, noise, and the like.

B. Installation: Install in accordance with 25 CCR 3.2.3 and as directed by District; jack up trailer and level both ways; mount on proper concrete piers with all loads off wheels; provide required tie down and accessories per Section 4368 of referenced CCR, and as directed by District.

C. Rejected Work: Work, materials, unit, items, systems, and the like, not accepted by District shall be deemed rejected, and shall forthwith be removed and replaced with proper and new Work, materials, unit, items, systems, and the like at no cost to District.

D. Standard: Comply with manufacturer's published instructions, or with instructions as shown or indicated; the more restrictive and higher quality requirement shall govern.

E. Location: As directed by District.

F. Fire Resistance: Construct and install in accordance with UL requirements.

G. Maintenance: Contractor/developer shall maintain trailer and adjacent areas in a safe, clean and hygienic condition throughout the duration of the Work, and as directed by District. Properly repair or replace furniture or other items, as directed by District. Properly remove unsafe, damaged, or broken furniture, or similar items, and replace with safe and proper items. Contractor/developer shall pay cost of all services, repair, and maintenance, or replacement of each item.

H. Janitorial Service: Provide professional janitorial services, including, but not limited to, trash, wastepaper baskets, fill paper dispensers; clean and dust all furniture, files, and the like; sweep and mop resilient and similar flooring; and vacuum carpeting and similar flooring.

(1) Frequency: Two (2) times per week, minimum.

I. Removal: Properly remove the Office Trailer and contents from the Site upon completion of the Contract, or as directed by District in writing. Forthwith properly patch and repair affected areas; replace damaged items with new items. Carefully and properly inventory, clean, pack, store, and protect District property; submit District property to District at a date, time and location as directed by District.

END OF DOCUMENT

PART 4

DOCUMENT 01 63 25

SUBSTITUTION REQUEST FORM

Note: Failure to complete this form with complete and accurate information in a timely manner will nullify any request for substitution.

TO: _____

PROJECT:_____

We hereby submit for your consideration the following product(s), material(s), and/or detail(s) instead of the specified item per the contract documents for the above indicated project and the following specified reference:

ITEM DESCRIPTION	SPEC SECTION	SPEC PARAGRAPH	DRAWINGS

_____

_____

Proposed
Substitution:_____

A. Attach complete technical data, including laboratory tests and or green building certifications, if applicable.

B. Include complete information on changes to Drawings and/or Specifications, which proposed substitution would require for its proper installation.

C. Submit with this request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature and test reports to indicated equality in performance.

D. Upon submitting any substitution, the Contractor/Developer and/or SubContractors certify that the substituted product does not contain detectable amounts of asbestiform minerals and/or lead compounds in concentrations greater than $1/10^{th}$ of 1% (0.1%).

Fill in blanks below:

A. Does the proposed substitution affect dimensions indicated on Drawings?

Yes___No___

Explanation:_____

_____

B. Will the undersigned pay for changes to the building design, including design, engineering and processing costs caused by the proposed substitution?

Yes___No___

Explanation:_____

_____

C. Does the proposed substitution have an affect on other trades?

Yes___No___

Explanation:_____

_____

D. Does the proposed substitution have an affect on applicable code requirements (including CA Green Building Standards Code)?

Yes___No___

Explanation:_____

_____

E. Does the proposed substitution have an effect on the products eligibility for CHPS credits or Districts ability to apply for HPI funding?

Yes___No___

Explanation:_____

_____

F. Outline differences between proposed substitution and specified item:

_____
_

_____
_

G. Are the manufacturer's guarantees of the proposed substitution the same as the specified item?

Yes___No___

Explanation:_____

_____

H. Is the proposed substitution listed with and conform to the same requirements of the same testing agencies as the specified item, such as ICBO, ASTM, etc.?

Yes___No___

Explanation:_____

_____

I. Has the proposed substitution been accepted by DSA?

Yes___No___

Explanation:_____

_____

CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE BY CONTRACTOR/DEVELOPER

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

_____ _____
Signature Title

_____
Name (print)

_____ _____
Firm Date

_____ _____
Telephone

_____
Address

Remarks:
_____

For Use by Design Consultant

_____ Accepted _____ Accepted As Noted _____ Not Accepted

_____ Received Too Late _____ Approved as Alternate – See Bid Form

DOCUMENT 01 64 00

OWNER FURNISHED PRODUCTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions; and

C. Materials and Equipment.

1.02 SECTION INCLUDES

A. Requirements for the following:

(1) Installing Owner-furnished materials and equipment.

(2) Providing necessary utilities, connections and rough-ins.

1.03 DEFINITIONS

A. Owner: District, who is providing/furnishing materials and equipment.

B. Installing Contactor: Contractor/Developer, who is installing the materials and equipment furnished by the Owner.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Receive, store and handle products in accordance with the manufacturer's instructions.

B. Protect equipment items as required to prevent damage during storage and construction.

PART 2 – PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

A. Installing Contractor/Developer's Responsibilities:

(1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.

(2) Provide mounting and utility rough in for all items where required.

(a) Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.

B. Owner and Installing Contractor/Developer(s) Responsibilities:

(1) Owner-Furnished/Contractor/Developer Installed ("OFCI"): Furnished by the Owner; installed by the Installing Contractor/Developer.

(a) General: Owner and Installing Contractor/Developer(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.

(b) Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements and Specifications Section 01 43 00, Materials and Equipment, Article 1.04.

(c) The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installing Contractor/Developer.

(d) The Installing Contractor/Developer shall:

1) Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installer Contractor/Developer and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.

2) Coordinate timely delivery. Installing Contractor/Developer shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installing Contractor/Developer shall assume responsibility for such defects and omissions.

3) Store materials and equipment until ready for installation and protect from loss and damage. Installing Contractor/Developer is responsible for providing adequate storage space.

4) Coordinate with other bid package Contractor/Developers and field measurement to ensure complete installation.

5) Uncrate, assemble, and set in place.

6) Provide adequate supports.

7) Install materials and equipment in accordance with manufacturer's recommendations, instructions, and Shop Drawings, supply labor and material required, and make mechanical, plumbing, and electrical connections required to operate equipment.

8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.

9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.

10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.

C. Compatibility with Space and Service Requirements:

(1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.

(2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.

D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

2.02 FURNISHED MATERIALS AND EQUIPMENT

A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

PART 3 – EXECUTION

3.01 INSTALLATION

A. Install equipment items in accordance with the manufacturer's instructions.

B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.

C. Make electrical and mechanical connections as indicated and required.

D. Touch-up and restore damaged or defaced finishes to the Owner's satisfaction.

3.02 CLEANING AND PROTECTION

A. Repair or replace items not acceptable to the Architect or Owner.

B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner. END OF DOCUMENT

END OF DOCUMENT

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;

B. Special Conditions.

1.02 PRODUCTS

A. Products are as defined in the General Conditions.

B. Contractor/Developer shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.

C. Contractor/Developer shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

A. Contractor/Developer shall transport and handle Products in accordance with manufacturer's instructions.

B. Contractor/Developer shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.

C. Contractor/Developer shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

A. Contractor/Developer shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor/Developer shall store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated Products, Contractor/Developer shall place on sloped supports, above ground.

C. Contractor/Developer shall provide off-site storage and protection when Site does not permit on-site storage or protection.

D. Contractor/Developer shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

E. Contractor/Developer shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.

F. Contractor/Developer shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

G. Contractor/Developer shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;

B. Special Conditions;

C. Site-Visit Certification.

1.02 REQUIREMENTS INCLUDED:

A. Contractor/Developer shall provide and pay for field engineering services by a California-registered engineer, required for the project, including, without limitations:

(1) Survey work required in execution of the Project.

(2) Civil or other professional engineering services specified, or required to execute Contractor/Developer's construction methods.

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:

Contractor/Developer shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.04 SURVEY REFERENCE POINTS:

A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.

B. Contractor/Developer shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor/Developer shall:

(1) Make no changes or relocation without prior written notice to District and Architect.

(2) Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

(3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.05 RECORDS:

Contractor/Developer shall maintain a complete, accurate log of all control and survey work as it progresses.

1.06 SUBMITTALS:

A. Contractor/Developer shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.

B. On request of District and Architect, Contractor/Developer shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.

C. Contractor/Developer shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 COMPLIANCE WITH LAWS:

Contractor/Developer is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

3.02 NONCONFORMING WORK:

Contractor/Developer is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

DOCUMENT 01 73 29

CUTTING AND PATCHING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;

B. Special Conditions;

C. Hazardous Materials Procedures and Requirements;

D. Hazardous Materials Certification;

E. Lead-Based Paint Certification;

F. Imported Materials Certification.

1.02 CUTTING AND PATCHING:

A. Contractor/Developer shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:

(1) Make several parts fit together properly.

(2) Uncover portions of Work to provide for installation of ill-timed Work.

(3) Remove and replace defective Work.

(4) Remove and replace Work not conforming to requirements of Contract Documents.

(5) Remove Samples of installed Work as specified for testing.

(6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

(7) Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.

B. In addition to Contract requirements, upon written instructions from the District, Contractor/Developer shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove

samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.

C. Contractor/Developer shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.03 SUBMITTALS:

A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor/Developer shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:

(1) The work of the District or other trades.

(2) Structural value or integrity of any element of Project.

(3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.

(4) Efficiency, operational life, maintenance or safety of operational elements.

(5) Visual qualities of sight-exposed elements.

B. Contractor/Developer's Request shall also include:

(1) Identification of Project.

(2) Description of affected Work.

(3) Necessity for cutting, alteration, or excavations.

(4) Effects of Work on District, other trades, or structural or weatherproof integrity of Project.

(5) Description of proposed Work:

(a) Scope of cutting, patching, alteration, or excavation.

(b) Trades that will execute Work.

(c) Products proposed to be used.

(d) Extent of refinishing to be done.

(6) Alternates to cutting and patching.

(7) Cost proposal, when applicable.

(8) The scheduled date the Contractor/Developer intends to perform the Work and the duration of time to complete the Work.

(9) Written permission of District or other District Contractor/Developer(s) whose work will be affected.

1.04 QUALITY ASSURANCE:

A. Contractor/Developer shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.

B. Contractor/Developer shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

1.05 PAYMENT FOR COSTS:

A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor/Developer and/or deducted from the Contract by the District.

B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor/Developer shall provide written cost proposals prior to proceeding with cutting and patching.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Contractor/Developer shall provide for replacement and restoration of Work removed. Contractor/Developer shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor/Developer shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.

B. Materials to be cut and patched include those damaged by the performance of the Work.

PART 3 – EXECUTION

3.01 INSPECTION:

A. Contractor/Developer shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor/Developer shall inspect conditions affecting installation of new products.

B. Contractor/Developer shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

3.02 PREPARATION:

A. Contractor/Developer shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.

B. Contractor/Developer shall provide devices and methods to protect other portions of Project from damage.

C. Contractor/Developer shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor/Developer shall keep excavations free from water.

3.03 ERECTION, INSTALLATION AND APPLICATION:

A. With respect to performance, Contractor/Developer shall:

(1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.

(2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.

(3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.

B. Contractor/Developer shall employ original installer or fabricator to perform cutting and patching for:

(1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.

(2) Sight-exposed finished surfaces.

C. Contractor/Developer shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions,

tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.

D. Contractor/Developer shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor/Developer shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor/Developer shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

E. Contractor/Developer shall restore Work which has been cut or removed. Contractor/Developer shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.

F. Contractor/Developer shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

DOCUMENT 01 76 00

ALTERATION PROJECT PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;

B. Special Conditions.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor/Developer shall match existing products, conditions, and work for patching and extending work.

B. Type and Quality of Existing Products: Contractor/Developer shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION:

A. Contractor/Developer shall verify that demolition is complete and that areas are ready for installation of new Work.

B. By beginning restoration Work, Contractor/Developer acknowledges and accepts the existing conditions.

3.02 PREPARATION:

A. Contractor/Developer shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor/Developer shall replace and restore these at completion.

B. Contractor/Developer shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor/Developer shall replace materials as specified for finished Work.

C. Contractor/Developer shall remove debris and abandoned items from all areas of the Site and from concealed spaces.

D. Contractor/Developer shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.

E. Contractor/Developer shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor/Developer shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor/Developer shall insulate building cavities for thermal and/or acoustical protection, as detailed.

3.03 INSTALLATION:

A. Contractor/Developer shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.

B. Designated Areas and Finishes: Contractor/Developer shall complete all installations in all respects, including operational, mechanical work and electrical work.

C. Contractor/Developer shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.

D. Contractor/Developer shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat and square or straight transition to adjacent finishes.

E. Contractor/Developer shall install products as specified in the Contract Documents, including without limitation, the Specifications.

3.04 TRANSITIONS:

A. Where new Work abuts or aligns with existing, Contractor/Developer shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor/Developer shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

3.05 ADJUSTMENTS:

A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor/Developer shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

B. Where a change of plane of 1/4 inch or more occurs, Contractor/Developer shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.

C. Contractor/Developer shall trim and seal existing wood doors and shall trim and paint metal doors as necessary to clear new floor finish and refinish trim as required.

D. Contractor/Developer shall fit Work at penetrations of surfaces.

3.06 REPAIR OF DAMAGED SURFACES:

A. Contractor/Developer shall patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, in the area where the Work is performed.

B. Contractor/Developer shall repair substrate prior to patching finish.

3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor/Developer shall be restored by Contractor/Developer to their original condition or better, where indicated.

B. Contractor/Developer shall protect and replace, if damaged, all existing guard posts, barricades, and fences.

C. Contractor/Developer shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

3.08 FINISHES:

A. Contractor/Developer shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.

B. Contractor/Developer shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor/Developer shall refinish entire surface to nearest intersections.

3.09 CLEANING:

A. Contractor/Developer shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

DOCUMENT 01 77 00

CONTRACT CLOSEOUT AND FINAL CLEANING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Completion of Work;

B. Special Conditions;

C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES

Contractor/Developer shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING

A. Contractor/Developer shall execute final cleaning prior to final inspection.

B. Contractor/Developer shall clean interior and exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.

C. Contractor/Developer shall clean equipment and fixtures to a sanitary condition.

D. Contractor/Developer shall replace filters of operating equipment.

E. Contractor/Developer shall clean debris from roofs, gutters, down spouts, and drainage systems.

F. Contractor/Developer shall clean Site, sweep paved areas, and rake clean landscaped surfaces.

G. Contractor/Developer shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

1.04 ADJUSTING

Contractor/Developer shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

A. Contractor/Developer shall legibly mark each item to record actual construction, including:

(1) Measured depths of foundation in relation to finish floor datum.

(2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.

(3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

(4) Field changes of dimension and detail.

(5) Details not on original Contract Drawings

(6) Changes made by modification(s).

(7) References to related Shop Drawings and modifications.

B. Contractor/Developer will provide one set of Record Drawings to District.

C. Contractor/Developer shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF DISTRICT PERSONNEL

A. Before final inspection, at agreed upon times, Contractor/Developer shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. For equipment requiring seasonal operation, Contractor/Developer shall perform instructions for other seasons within six months or by the change of season.

C. Contractor/Developer shall use operation and maintenance manuals as basis for instruction. Contractor/Developer shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

D. Contractor/Developer shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.

E. Contractor/Developer shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

A. Contractor/Developer shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

B. Contractor/Developer shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Completion of the Work;

B. Special Conditions.

1.02 QUALITY ASSURANCE:

Contractor/Developer shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

A. Contractor/Developer shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").

B. Binders: Contractor/Developer shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two-inch maximum ring size. When multiple binders are used, Contractor/Developer shall correlate data into related consistent groupings.

C. Cover: Contractor/Developer shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.

D. Contractor/Developer shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.

E. Contractor/Developer shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.

G. Drawings: Contractor/Developer shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

A. Table of Contents: Contractor/Developer shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor/Developer with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: Contractor/Developer shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.

C. Product Data: Contractor/Developer shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Contractor/Developer shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor/Developer shall not use Project Record Documents as maintenance drawings.

E. Text: Contractor/Developer shall include any and all information as required to supplement product data. Contractor/Developer shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

F. Warranties and Bonds: Contractor/Developer shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

A. Building Products, Applied Materials, and Finishes: Contractor/Developer shall include product data, with catalog number, size, composition, and color and texture designations. Contractor/Developer shall provide information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Contractor/Developer shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture Protection and Weather Exposed Products: Contractor/Developer shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor/Developer shall provide recommendations for inspections, maintenance, and repair.

D. Additional Requirements: Contractor/Developer shall include all additional requirements as specified in the Specifications.

E. Contractor/Developer shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

A. Each Item of Equipment and Each System: Contractor/Developer shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor/Developer shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.

B. Panelboard Circuit Directories: Contractor/Developer shall provide electrical service characteristics, controls, and communications.

C. Contractor/Developer shall include color coded wiring diagrams as installed.

D. Operating Procedures: Contractor/Developer shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor/Developer shall include regulation, control, stopping, shutdown, and emergency instructions. Contractor/Developer shall include summer, winter, and any special operating instructions.

E. Maintenance Requirements: Contractor/Developer shall include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

F. Contractor/Developer shall provide servicing and lubrication schedule, and list of lubricants required.

G. Contractor/Developer shall include manufacturer's printed operation and maintenance instructions.

H. Contractor/Developer shall include sequence of operation by controls manufacturer.

I. Contractor/Developer shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

J. Contractor/Developer shall provide control diagrams by controls manufacturer as installed.

K. Contractor/Developer shall provide Contractor/Developer's coordination drawings, with color coded piping diagrams as installed.

L. Contractor/Developer shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

M. Contractor/Developer shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

N. Additional Requirements: Contractor/Developer shall include all additional requirements as specified in Specification(s).

O. Contractor/Developer shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.07 SUBMITTAL:

A. Contractor/Developer shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor/Developer's start of Work.

B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor/Developer shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

C. Contractor/Developer shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor/Developer must revise the content of the Manual as required by District prior to District's approval of Contractor/Developer's final Application for Payment.

D. Contractor/Developer must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 78 36

WARRANTIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Warranty/Guarantee Information;

B. Special Conditions.

1.02 FORMAT

A. Binders: Contractor/Developer shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two-inch maximum ring size. Provide digital copies via thumb drive of shared e-folder to District, as well as paper copies.

B. Cover: Contractor/Developer shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.

C. Table of Contents: Contractor/Developer shall provide title of Project; name, address, and telephone number of Contractor/Developer and equipment supplier; and name of responsible principal. Contractor/Developer shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.

D. Contractor/Developer shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets, as necessary. Contractor/Developer shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.03 PREPARATION:

A. Contractor/Developer shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor/Developer shall leave date of beginning of time of warranty blank until the date of completion is determined.

B. Contractor/Developer shall verify that documents are in proper form, contain full information, and are notarized, when required.

C. Contractor/Developer shall co-execute submittals when required.

D. Contractor/Developer shall retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS:

A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor/Developer shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.

B. Contractor/Developer shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor/Developer must revise the warranties as required by the District prior to District's approval of Contractor/Developer's final Application for Payment.

C. For items of work delayed beyond date of completion, Contractor/Developer shall provide an updated submittal within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

PART 2 - PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 78 39

AS-BUILTS AKA" RECORD DOCUMENTS"

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Documents on Work;

B. Special Conditions.

PART 2 - RECORD DRAWINGS

GENERAL: Refer to General Conditions, Section 20.2.2.2 Close-Out/Certification Requirements

A. As indicated in the Contract Documents, the District will provide Contractor/Developer with one set of reproducible, full size original Contract Drawings (mylars).

B. Contractor/Developer shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor/Developer shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor/Developer shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.

C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.

D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor/Developer.

E. Locations and changes shall be done by Contractor/Developer in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

A. Contractor/Developer shall record the following information:

(1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

(2) Actual numbering of each electrical circuit to match panel schedule.

(3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.

(4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.

(5) Installed location of all cathodic protection anodes.

(6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.

(7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, etc.

(8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

B. Contractor/Developer shall provide additional drawings as necessary for clarification.

C. Contractor/Developer shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

D. After review and approval of the marked-up specifications by the Project Inspector, Contractor/Developer shall provide electronic copies of the drawings (in PDF format) with one file with all of the sheets and one set of individual sheet files at the conclusion of the Project.

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

A. Contractor/Developer shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

B. After review and approval of the marked-up specifications by the Project Inspector, Contractor/Developer shall provide one electronic copy of the specifications (in PDF format) at the conclusion of the Project.

PART 4 - MAINTENANCE OF RECORD DOCUMENTS

4.01 GENERAL

A. Contractor/Developer shall store Record Documents apart from documents used for construction as follows:

(1) Provide files and racks for storage of Record Documents.

(2) Maintain Record Documents in a clean, dry, legible condition and in good order.

B. Contractor/Developer shall not use Record Documents for construction purposes.

PART 5 – PRODUCTS Not Used.

END OF DOCUMENT

Exhibit J

Project Reference List

Available on District website at this link address: District Web site:
https://www.ssfusd.org/apps/pages/construction

If parties agree to a GMP and amend the contract, the parties shall also amend this exhibit and include the plans, technical specifications, and drawings for the project pursuant to the contract.

Spruce Elementary School Modernization Project

RFP:

A. Appendix A -Project Description
B. Appendix B – Form of Agreement
    A. Site Lease
        i. Exhibit A – Legal Description of Site
        ii. Exhibit B – Description of Project Site
            1. Site Map #1
            2. Site Map #2
    B. Facilities Lease
        i. Exhibit A – Legal Description of Site
        ii. Exhibit B – Description of Project Site
            1. Site Map #1
            2. Site Map #2
        iii. Exhibit C – GMP Form and other Costs
            1. Attachment 1 – Preliminary Construction Cost Form
            2. Attachment 2 - GMP Form (N/A for Prelim Const Serv)
            3. Attachment 3 – Schedule of Lease Payments
        iv. Exhibit D- General Construction Provisions
        v. Exhibit D-1 Special Conditions
            1. Appendix A – Best Management Practices
        vi. Exhibit E- Memorandum of Commencement Date (Post GMP Phase)
        vii. Exhibit F- Preliminary Construction Schedule.
        viii. Exhibit G- Preliminary Schedule of Values
        ix. Exhibit H- Subcontractor Procurement
        x. Exhibit I- General Requirements, Div 01
        xi. Exhibit J- Project Reference List
        xii. Exhibit K- Revisions to Contract Documents (N/A for Prelim Const Serv)
        xiii. Exhibit L- Preliminary Construction Services Agreement
            1. Attachment A-Scope of Work for Prelim. Construction Services
            2. Attachment B-Campus Layout and Site Utilities
            3. Attachment C-Preliminary Construction Schedule
            4. Attachment D-Preliminary Site Logistics Plan
            5. Attachment E- Exploratory Demolition and Investigation at Building C
C. Appendix C-1 Non-Collusion Declaration
D. Appendix C-2 Iran Contracting Act Certification

LLB Contract Documents:

i. Performance Bond
ii. Payment Bond
iii. Federal Debarment Certification, not applicable

iv. Federal Byrd Anti-Lobbying Certification, not applicable
v. Workers Compensation Certification
vi. Prevailing Wage and Related Labor Requirements Certification
vii. Criminal Background Investigation/Fingerprinting Certification
    1. Attachment A List of Employees/Subcontractors
viii. Drug-Free Workplace Certification
ix. Tobacco-Free Environment Certification
x. Drug and Alcohol-Free Certification
xi. Roofing Project Certification
xii. Disabled Veterans Business Enterprise Participation Certification, if applicable, not applicable
xiii. Hazardous Materials Procedures & Requirements
xiv. Hazardous Materials Certification
xv. Lead-Based Materials Certification
xvi. Imported Materials Certification
xvii. Skilled and Trained Workforce Certification
    1. Monthly Report Cover Page
    2. Monthly Report Worksheet
    3. Bill No. 1162 Monthly Report Disclosure Requirement
xviii. Workplace Violence Prevention Plan Certification
xix. DIR Registration Verification
xx. Escrow Agreement In Lieu of Retention
xxi. Notice of Award
xxii. Notice to Proceed With Preconstruction Services
xxiii. Notice of Award After Guaranteed Maximum Price
xxiv. Notice to Proceed with Construction
xxv. Application and Certificate For Payment
    1. California All-Purpose Certificate of Acknowledgement
    2. Conditional/Unconditional Waiver/Release Forms
xxvi. Contingency Expenditure Directive Authorization Form
xxvii. Proposed Contingency Expenditure Form
xxviii. Allowance Expenditure Directive Authorization Form
xxix. Proposed Allowance Expenditure Form
xxx. Daily Force Account Report
xxxi. Proposed Change Order Form
xxxii. Change Order Form
xxxiii. Guarantee Form
xxxiv. Agreement and Release Of Any And All Claims
xxxv. Off-Road Diesel Fueled Fleet Certification
xxxvi. Warranty Form

Owner-Reference Documents:

1. As-Builts: Available upon request
2. Standalone DIV 00 and DIV 01
3. Geotechnical Investigation Report (Pending)
4. Topographic Survey (Pending)
5. Soils Report date (Pending)
6. CCTV Utility Survey Report, Bess, Feb 2026
7. Haz Mat /Industrial Hygienist Report (Pending)

End of Section

Completed at GMP, as required

Exhibit L
Preliminary Construction Services Agreement

This Preliminary Services Agreement ("PSA" or "Agreement") for Preliminary Construction Services dated _____ ("Effective Date"), is made and entered into, and between the South San Francisco Unified School District ("District") and _____ ("Contractor/Developer") (together, the "Parties").

WHEREAS, the District's Governing Board, in order to enable the District to utilize the lease-leaseback delivery method for future construction projects, adopted procedures for a fair and impartial solicitation process to evaluate qualifications and proposals to determine which proposer provides the "best value" pursuant to Education Code section 17406(a)(2) ("Lease-Leaseback Procedures"); and

WHEREAS, Education Code section 17406(a)(1) permits the District to utilize the lease-leaseback delivery method to enter into a lease whereby the District leases the project site to the Contractor/Developer to construct the project, and the Contractor/Developer then leases the project site back to the District; and

WHEREAS, prior to entering into the lease to construct the project, Education Code section 17406(b)(1) permits the District to enter into a contract for the performance of Preliminary Construction Services before the Division of the State Architect ("DSA") approves the plans and specifications for a project so long as the Contractor/Developer does not perform any services for which a Contractor/Developer's license is required; and

WHEREAS, consistent with the Lease-Leaseback Procedures, the District issued a request for proposals ("RFP") to solicit proposals from qualified firms to perform both Preliminary Construction Services and construction services for the District's Spruce Elementary School Modernization ("Project"), and through the RFP the District intends to award both the performance of preliminary phase services and construction phases services to the successful Contractor/Developer; and

WHEREAS, after receiving and scoring the proposals, the District determined that the Contractor/Developer presented the District the "best value" to the District and the District's Governing Board awarded the Project to the Contractor/Developer; and

WHEREAS, the District seeks to have the Contractor/Developer perform Preliminary Construction Services as more fully described in Attachments A, B, C, D and E of the PSA attached hereto ("Scope of Work") pursuant to Education Code section 17406(b)(1), and the Contractor/Developer represents that it is able and qualified to perform Preliminary Construction Services for the Lease-Leaseback Project prior to the Contractor/Developer providing construction phase services; and

WHEREAS, after the Contractor/Developer performs Preliminary Construction Services, the Parties acknowledge that Contractor/Developer shall procure subcontractors, propose a Guaranteed Maximum Price ("GMP"), and the Parties shall enter into a Site Lease and Facilities Lease for the construction of the Lease-Leaseback Project based on the Contractor/Developer's response to the RFP.

AGREEMENT or PSA

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **One Project.** The Parties agree and acknowledge that consistent with the RFP and relevant law, the District's intention is to award this PSA and then the Lease-Leaseback Contract for the Project to the Contractor/Developer, all as one continuous project. Even so, if the Parties cannot agree on a GMP for the Lease-Leaseback Contract at the conclusion of the Preliminary Construction Services, the District reserves the right to contract with another Contractor/Developer to construct the Project.
2. **Part of the Site Lease and Facilities Lease.** The Parties acknowledge that this Agreement is Exhibit L to the Facilities Lease for the Project. The Facilities Lease was part of the RFP for the Project and Contractor/Developer agreed to the Site Lease and Facilities Lease as to Form. The Site Lease and Facilities Lease and this PSA shall be read collectively as one and document. Any reference herein to a term, provision, or exhibit in the Facilities Lase shall be read as incorporating that provision herein by reference, including, without limitation, the Subcontractor Procurement Process in Exhibit H, even if the Parties have yet to execute the Facilities Lease. If the Parties agree to a GMP, this PSA shall become Exhibit L to the Facilities Lease.
3. **Scope of Work or Services**
   3.1. The Contractor/Developer shall provide the services as described in PSA, Attachment A, attached hereto and incorporated herein by this reference ("Services" or "Work"). The scope of work or services will generally consist of the following:
   Contractor/Developer shall perform Preliminary Construction Services for the Project upon the District's issuance of a Notice to Proceed consistent with the Schedule.
   3.2. Notwithstanding any provision contained in the Facilities Lease or this Agreement, Contractor/Developer shall not perform any Preliminary Construction Services for which a Contractor/Developer is required to be licensed pursuant to Article 5 (commencing with Section 7065) of Chapter 9, Division 3 of the Business and Professions Code and/or for which DSA approval is required unless and until the District receives DSA approval for the Project.
4. **Project.** The "Project" as used in this Agreement is Contractor/Developer's performance of Services at or in connection with Spruce Elementary School Modernization, as further described in the Scope of Work for Preliminary Construction Services attached hereto as Attachments A, B, C, D, E.
5. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the duration of the Services provided under this Agreement consistent with the Schedule.
   5.1. **Notice to Proceed**. Within a reasonable time after the Parties execute this Agreement, the District shall issue a Notice to Proceed to Contractor/Developer at which time Contractor/Developer shall commence the performance of the Services.
   5.2. **Schedule**. The schedule for the Preliminary Construction Services is as follows ("**Schedule**"):
      5.2.1. Contractor/Developer shall commence the Preliminary Construction Services after Board approval, and on or before the date indicated in the Notice to Proceed.
      5.2.2. Contractor/Developer shall complete the Preliminary Construction Services on or before the project GMP is received, as agreed upon the Owner. Refer to Preliminary Construction Schedule.
6. **Submittal of Documents.** The Contractor/Developer shall not commence the Work under this Agreement until the Contractor/Developer has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

_____ Signed Agreement

_____ Workers' Compensation Certification

_____ Fingerprinting/Criminal Background Investigation Certification

_____ Insurance Certificates and Endorsements

_____ W-9 Form

_____ Bonds (as required by District)

7. **Compensation**. The District shall pay Contractor/Developer for Contractor/Developer's performance of Preliminary Construction Services a total fee **not to exceed _____Dollars** (**$_____)** based on the amount of Work satisfactorily performed and approved by the District pursuant to the scope and provisions in **Attachment A** attached hereto and as indicated herein ("**Fee**").

8. **Allowance.** The District shall approve a **_____ _____Dollars ($_____)**

Allowance for the scope of work summarized in the Preliminary Services Cost form, and as detailed in the Attachment A to this PSA.

8.1. The Fee includes all costs and expenses for all time and materials required and expended to provide the specific Preliminary Construction Services including but not limited to the costs of hiring sub-consultants, Contractor/Developers and other professionals, review of the Lease-Leaseback Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Lease-Leaseback Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor/Developer staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor/Developer in performance of the Preliminary Construction Services.

8.2. The Contractor/Developer shall submit a monthly itemized statement of Service charges and expenses to the District on the fifth (5^{th}) day of each month. The itemized statement shall reflect the hours spent, or scopes of work performed, by the Contractor/Developer in performing its Services, and, if applicable, the statements shall reflect expenses and materials. The itemized statement shall show the days and hours worked each workday Contractor/Developer performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Contractor/Developer to submit its invoice for a particular month's work. No amounts shall be due or owing to the Contractor/Developer if it fails to submit an invoice to the District at or before the end of that grace period.

8.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) Days after the Contractor/Developer submits an itemized statement to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

9. **Expenses**. District shall not be liable to Contactor for any costs or expenses paid or incurred by Contractor/Developer in performing the Services, except as expressly provided for in this Agreement.

10. **Independent Contractor/Developer**. Contractor/Developer, in the performance of this

Agreement, shall be and act as an independent Contractor/Developer. Contractor/Developer understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor/Developer shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor/Developer's employees. In the performance of the work herein contemplated, Contractor/Developer is an independent Contractor/Developer or business entity, with the sole authority for controlling and directing the performance of the details of Contractor/Developer's Work, District being interested only in the results obtained.

11. Contractor/Developer and Subcontractor Registration and Compliance.

11.1. Contractor/Developer acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor/Developer shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subcontractors. Contractor/Developer represents that all of its subcontractors are registered pursuant to Labor Code section 1725.5.

11.2. Labor Code section 1771.1(a) states the following:

> "A Contractor/Developer or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered Contractor/Developer to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor/Developer is registered to perform public work Contractor/Developer to Section 1725.5 at the time the contract is awarded. Contractor/Developer shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.

11.3. Contractor/Developer shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.

11.4. Contractor/Developer shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

12. **Designated Representatives.** Contractor/Developer shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.

13. **Materials**. Contractor/Developer shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as expressly provided for in this Agreement.

14. Performance of Services.

14.1. Standard of Care

14.1.1. Contractor/Developer represents that Contractor/Developer has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor/Developer's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor/Developer's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

14.1.2. Contractor/Developer hereby represents, to the extent applicable, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

14.1.3. Contractor/Developer shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor/Developer understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor/Developer in performing the Services.

14.1.4. Contractor/Developer shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

14.2. **Meetings.** In addition to all public hearings and meetings, Contractor/Developer agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.

14.3. District Approval.

14.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.

14.3.2. Prior to any documents being made public, Contractor/Developer shall provide in draft form to District staff and District legal counsel, all documents that it or its subcontractors prepare.

15. Information.

15.1. **Furnished by District.** Upon request by Contractor/Developer, District shall furnish Contractor/Developer any information and documents readily available to District that the Contractor/Developer determines may be of use to the Contractor/Developer in the performance of the Services. District shall rely upon Contractor/Developer to determine which information and documents may be of use to the Contractor/Developer in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Contractor/Developer shall determine if it is appropriate to rely on the District furnished information or documents. Contractor/Developer shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.

15.2. **Furnished by Others.** Contractor/Developer is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Contractor/Developer shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Contractor/Developer shall determine if clarification,

additional information, or additional data is needed.

16. **Originality of Services**. Except as to standard generic details, Contractor/Developer agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor/Developer and shall not be copied in whole or in part from any other source, except that submitted to Contractor/Developer by District as a basis for such services.
17. **Copyright/Trademark/Patent**. Contractor/Developer understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor/Developer consents to use of Contractor/Developer's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
18. **Audit**. Contractor/Developer shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor/Developer transacted under this Agreement. Contractor/Developer shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor/Developer shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor/Developer and shall conduct audit(s) during Contractor/Developer's normal business hours, unless Contractor/Developer otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars ($10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.
19. **Termination**.
    - 19.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor/Developer only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor/Developer. Notice shall be deemed given when received by the Contractor/Developer or no later than three (3) Days after the day the notice was mailed, whichever is sooner.
    - 19.2. **Without Cause by Contractor/Developer**. Contractor/Developer cannot terminate this Agreement without cause.
    - 19.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
        - 19.3.1. material violation of this Agreement by the Contractor/Developer; or
        - 19.3.2. any act by Contractor/Developer exposing the District to liability to others for personal injury or property damage; or
        - 19.3.3. Contractor/Developer is adjudged a bankrupt, Contractor/Developer makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor/Developer's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) Days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) Days cease and terminate. In the event of this termination, the District may secure the Services from another Contractor/Developer. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor/Developer shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of this expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

19.4. **With Cause by Contractor/Developer**. Contractor/Developer may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

19.4.1. Material violation of this Agreement by the District, or

19.4.2. Failure of the District to timely pay undisputed Contractor/Developer invoices.

Written notice by Contractor/Developer shall contain the reasons for such intention to terminate and unless within thirty (30) Days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) Days cease and terminate. During the thirty (30) Days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Contractor/Developer.

19.5. **Ownership of Records.** It is mutually agreed that all materials prepared by Contractor/Developer under this Agreement shall become the property of the District and Contractor/Developer shall have no property right there in whatsoever. Contractor/Developer hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and Contractor/Developer shall deliver to the Contractor/Developer, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not Contractor/Developer privileged information, as defined by law, or Contractor/Developer's personnel information.

20. **Indemnification**. The Contractor/Developer shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, and their respective board members, officers, representatives, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor/Developer or its subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property, except to the extent caused by the negligence or willful misconduct of the Indemnitees. This agreement and obligation of the Contractor/Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein.

21. **Insurance**.

21.1. The Contractor/Developer shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below. In addition to the information below, see the Facilities

Lease for explanations for the scopes and types of coverages.

21.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor/Developer, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

21.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor/Developer shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

Commercial General Liability (Includes: Bodily Injury, Property Damage, Personal & Advertising Injury, Product Liability and Completed Operations)	Combined Single Limit General Aggregate	$5,000,000 per occurrence; $10,000,000 in aggregate
Automobile Liability – Any Auto	Combined Single Limit **NO** General Aggregate	$5,000,000
Excess Liability (Umbrella)		$5,000,000 per occurrence;$10,000,000 aggregate
Workers Compensation		Statutory limits pursuant to State law
Property of Others	Combined Single Limit General Aggregate	Issued for the value and scope of Work stored off-site.

21.2. **Proof of Carriage of Insurance**. The Contractor/Developer shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

20.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) Days after date of mailing notice."

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

20.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("Additional Insureds") are named Additional Insureds under all policies

except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Contractor/Developer's insurance policies shall be primary to any insurance or self-insurance maintained by District.

20.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

21.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

22. **Assignment**. The obligations and liabilities of the Contractor/Developer pursuant to this Agreement shall not be assigned voluntarily by the Contractor/Developer nor assigned by operation of law, without express written consent of the District.

23. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

24. **Compliance with Laws**. Contractor/Developer shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor/Developer shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor/Developer observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor/Developer shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor/Developer's receipt of a written termination notice from the District. If Contractor/Developer performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor/Developer shall bear all costs arising therefrom.

25. **Certificates/Permits/Licenses**. Contractor/Developer and all Contractor/Developer's employees or agents shall secure and maintain in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Contractor/Developer shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.

26. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor/Developer agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Contractor/Developer and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor/Developer or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Contractor/Developer agrees to require like compliance by all its subcontractor(s).

27. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor/Developer's performing of any portion of the Services.

28. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code

requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Contractor/Developer must submit, upon request by District, appropriate documentation to the District identifying the steps the Contractor/Developer has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

29. **Interaction with the Media and Public.** Contractor/Developer shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Contractor/Developer receives a complaint from a citizen or the community, Contractor/Developer shall promptly inform the District about the complaint.
30. **Taxes.** Contractor/Developer shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Contractor/Developer agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Contractor/Developer may be reported to the Internal Revenue Service.
31. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
32. **District's Evaluation of Contractor/Developer and Contractor/Developer's Employees and/or Subcontractors**. The District may evaluate the Contractor/Developer in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
    32.1. Requesting that District employee(s) evaluate the Contractor/Developer and the Contractor/Developer's employees and subcontractors and each of their performance.
    32.2. Announced and unannounced observance of Contractor/Developer, Contractor/Developer's employee(s), and/or subcontractor(s).
33. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
34. **Disputes**. In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor/Developer shall neither rescind the Agreement nor stop performing the Services.
35. **Confidentiality**. The Contractor/Developer and all Contractor/Developer's agents, personnel, employee(s), and/or subcontractors(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor/Developer understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

36. **Employment with Public Agency**. Contractor/Developer, if an employee of another public agency, agrees that Contractor/Developer will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
37. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

    South San Francisco Unified School District
    398 B Street,
    South San Francisco, CA 94080
    Attn: Lori Shelton
    Director of Bond Program
    Email: lshelton@ssfusd.org

    [Contractor/Developer]
    [Address line 1]
    [Address line 2]
    Attn:
    Email:

    Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the Business Day next following delivery thereof to the overnight delivery service.
38. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
39. **California Law**. This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located. Contractor/Developer waives any claim or right to remove an action on this Agreement to federal court.
40. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
41. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
42. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
43. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
44. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No

provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

45. **Calculation of Time.** For the purposes of this Agreement, "days" refers to Days unless otherwise specified.
46. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
47. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
48. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
49. **Incorporation of RFP, RFP Submittal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Proposal ("**RFP**"), the RFP is incorporated into this Agreement, except that if there is any conflict between the RFP and any provision of this Agreement, the Agreement shall prevail.
50. **Incorporation of Recitals and Attachments**. The Recitals and each attachment attached hereto are hereby incorporated herein by reference.
    - 50.1. Attachments
        - 50.1.1. Attachment A – Scope of Work or Services for Preliminary Construction Services
        - 50.1.2. Attachment B – Campus Layout and Site Utilities
        - 50.1.3. Attachment C – Preliminary Construction Schedule
        - 50.1.4. Attachment D – Preliminary Site Logistics Plan
        - 50.1.5. Attachment E – Exploratory Demolition and Investigation at Building C

In Witness whereof, the parties have accepted and agreed to this agreement, as of the Effective Date, and have directed and authorized their respective officers to authorize this Agreement.

Owner
South San Francisco Unified School District
398 B Street,
South San Francisco, CA 94080
Attn: Ted O.
Assistant Superintendent-Business Services

Signature: _____

Print Name: _____

Contractor/Developer:
[Contractor/Developer]
[Address line 1]
[Address line 2]
Attn:
Email:

Signature: _____

Print Name: _____

Attachment A – Scope of Work for Preliminary Construction Services

1. **Scope of Contractor/Developer's Preliminary Construction Services**. Contractor/Developer is authorized to perform the following services by applicable law and agrees to perform the services described herein. Contractor/Developer shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following ("Preliminary Construction Services"):

1.1. Project Specific Services

1.1.1. Development of Phasing and Site Logistics Plan

1.1.1.1. The Contractor/Developer shall be responsible for developing a comprehensive Project Phasing Plan and Site Logistics Plan that support safe, efficient, and minimally disruptive construction activities during an active school campus modernization. At a minimum, these plans shall:

1.1.1.1.1. Identify all phases of work, including sequencing, durations, dependencies, and required campus impacts or area shutdowns

1.1.1.1.2. Coordinate Construction activities with school operations, including instructional schedules, student circulation, staff access, special events, and any planned school breaks or closures.

1.1.1.1.3. Clearly delineate construction zones, work areas, and access routes to maintain separation between construction activities and school occupants.

1.1.1.1.4. Address site access and circulation, including contractor and delivery routes, parking, staging areas, material laydown, and haul routes

1.1.1.1.5. Provide safety measure and control points, such as fencing, barricades, signage, temporary protections, and emergency access pathways.

1.1.1.1.6. Account for utility shutdowns, temporary utilities, and swing space (interim housing) required to maintain operations during construction

1.1.1.1.7. Document interim conditions for each phase, including changes in pedestrian routes, classroom relocations, or modifications to campus entry points

1.1.1.1.8. Be updated regularly as design progresses and as new information becomes available, subject to District review and approval

1.1.1.1.9. Coordinate with the Architect and the District to determine the locations, conceptual phasing, total number of phases, etc. of Project to help determine need for any required Interim Housing buildings necessary to complete the Project in the most cost-effective manner.

1.1.2. On-site Evaluation of Existing Conditions/Site Investigations

We are seeking assistance in validating specific existing conditions to confirm the final design scope of work. We have identified the following tasks that we wish the LLB GC to evaluate and provide a cost per task. We have identified an overall allowance of Not To Exceed value of $50,000 to address these requested tasks.

Cost Breakdown Requirement:
The Contractor/Developer must provide an individual cost estimate for each investigation task identified. These costs should reflect the actual effort and resources required for each item.

Allowance and Budget Context:
The District has established*, what it believes is a reasonable* allowance of $50,000 to address these investigations collectively. This amount is intended as a budgetary cap for planning purposes only. If the Contractor/Developer believes the district's recommended total allowance of $50,000 is insufficient, they must clearly state the total anticipated cost for each task, along with any supporting explanations necessary to substantiate their estimate. The offered explanations may be a basis for further discussion with the District.

1.1.2.1. Potholing – We required assistance in determining basic information associated with existing underground services for Spruce ES. The team is looking for validation of posted existing utility location, material, as well as the size and depth of specific underground service utilities. We have projected a potential of eight (8) exploratory holes for potholing to assist the Architect/District in development of their final design. The District has provided CCTV reports and topographic survey to support the underground utility investigation. The LLB GC is to provide a recommended cost for this exploratory scope of work.

1.1.2.2. Electrical and Low Voltage Systems Investigation at Building C
Contractor/developer shall perform comprehensive testing and verification of electrical and low-voltage infrastructure at existing classroom Building C. This includes, but is not limited to:

1.1.1.1.1. Coordinate electrical raceway investigation to identify, confirm and document, on a campus site map, conduit pathways and existing conduits, existing conduit sizes, and key point where there is not adequate space to run electrical existing pathways that are important for access from Building C back to various campus locations.

1.1.1.1.2. All low-voltage systems at Building C supporting communications, security, life safety, building automation, and audiovisual functions ;

1.1.1.1.3. Systems such as telephone, data cabling, Wi-Fi access points, CCTV cameras, card readers, alarm systems, door strikes and specialty locks, public address systems, conference room AV equipment, digital signage, HVAC and lighting controls, energy management systems, and fire alarm systems, and other specialty systems at Building C.

1.1.1.1.4. Testing shall confirm continuity, functionality, and compliance with applicable codes and project requirements at Building C. Additional related systems may be included as directed by the Owner.

1.1.1.1.5. Investigate existing conditions in electrical rooms at Building C, to identify panels, conduits and junction boxes that are not in use and could be removed. Identify, confirm and document, on a campus site map.

1.1.1.1.6. Investigate exposed conduits at Building C and identify which are active and which are not in use. Identify, confirm and document, on

a campus site map.

1.1.1.1.7. Investigate existing electrical panels and confirm proper grounding at Building C. Identify, confirm and document, on a campus site map.

1.1.1.1.8. LLB GC is to provide a recommended cost for this exploratory scope of work.

1.1.1.2. Asphalt Coring - Contractor/Developer to evaluate the existing asphalt pavement depth and usability, in coordination with the Project Architect and Civil Engineer of Record, to determine its suitability for use as a fire lane. This includes identifying, confirming, and documenting the following on a campus site map:

1.1.1.2.1. Performing core sampling of existing asphalt at three (3) locations, to be coordinated and determined by the design team.

1.1.1.2.2. LLB GC is to provide a recommended cost for this exploratory scope of work.

1.1.1.3. Water pressure testing - Contractor/Developer shall coordinate water pressure testing of all existing plumbing fixtures systems in Buildings C to verify system integrity and detect leaks. Identify, confirm and document findings on a campus site map.

1.1.1.3.1. LLB GC is to provide a recommended cost for this exploratory scope of work.

1.1.1.4. Natural Gas Pressure Test - Contractor/Developer shall coordinate pressure testing of all existing natural gas piping systems in Building C to verify system integrity and detect leaks. Identify, confirm and document findings on a campus site map.

1.1.1.4.1. LLB GC is to provide a recommended cost for this exploratory scope of work.

1.1.1.5. Exploratory Demolition and Investigation at Building C – (Refer to Attachment E) Contractor/Developer shall perform limited exploratory investigation at existing classrooms and spaces in Building C to expose concealed building elements and verify existing conditions. Work shall include selective removal of finishes and building components as necessary to allow the Architect and Structural Engineer to evaluate structural framing, piping, mechanical equipment and related building systems, etc. The Contractor/Developer shall document existing conditions and restore all disturbed areas to match existing conditions upon completion of the investigation.

1.1.1.5.1. Exploratory work may include removal of limited portions of wall, floor and ceiling finishes (including gypsum board, plywood panels, ceiling tiles, and similar materials), removal and salvage of select fixtures or accessories, and temporary removal of insulation or piping as required to allow inspection and sampling.

1.1.1.5.2. Contractor/Developer shall document findings and coordinate locations of exploratory openings with the design team prior to proceeding.

1.1.1.5.3. Contractor/Developer shall restore all disturbed finishes and building elements to match existing conditions, including patching, reinstalling salvaged materials, replacing ceiling systems, and painting as required.

1.1.1.5.4. Limited spot abatement may be required for this exploratory scope of work. Contractor/Developer shall review available Industrial Hygienist reports to confirm whether hazardous materials may be present and coordinate abatement as necessary.

1.1.1.5.5. Refer to Attachment E below for the full scope, diagrams, and details of investigation

1.1.1.5.6. LLB GC is to provide a recommended cost for all components of this exploratory scope of work.

1.2. General Services

1.2.1. Contractor/Developer shall verify existing site conditions in the field, documenting measurements, utilities, access points, and any discrepancies from record documents.

1.2.2. Contractor/Developer shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.

1.2.3. Contractor/Developer shall assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor/Developer.

1.2.4. Contractor/Developer shall assist the Architect with making formal presentations to the governing board of District.

1.2.5. Contractor/Developer shall prepare and update the preliminary Project schedule.

1.2.6. Contractor/Developer shall prepare and update the components of the Guaranteed Maximum Price and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.

1.2.7. Contractor/Developer shall assist District with City land use issues;

1.2.8. Contractor/Developer shall assist District with DSA review, input, and timeframe for same;

1.2.9. Contractor/Developer shall provide review and comment upon geotechnical / soils investigation and report;

1.2.10. Contractor/Developer shall provide review and comment upon survey of the Project site;

1.2.11. Early Procurement of Long Lead Items

1.2.11.1. Contractor/developer shall facilitate project research assessing potential long lead items (LLI) relative to the updated project schedule. Contractor/developer shall create a separate tracking sheet for all LLI, add LLI as a separate procurement activity in the project schedule with columns for plan and actual dates. Contractor/developer shall review and track all major equipment quotations for delivery dates. Delivery times are assumed after engineer approval, as they can have material time impacts. Contractor/developer to inform owner if delivery dates conflict with project schedule. Contractor/developer to provide any additional costs to expedite delivery in writing from the manufacturer's representative.

1.2.11.2. Contractor/developer shall order long-lead materials under the Preliminary Construction Services Agreement including but not limited to HVAC equipment, electrical switchgear and transformers, electrical panels, doors and door frames, clerestory window system.

1.2.11.3. The process for requesting and using allowances is described in the Facilities Lease, Exhibit C, Section 2.1.4, and in the Preliminary Construction Services Agreement.

1.2.12. Sole Source Products. This District has several sole source items throughout the District listed below. Accordingly, Public Contract Code section 3400, subdivision (B), is not applicable to the designation of the Product Specific products or systems are as follows:

1.2.12.1. Door Hardware: Schlage/Ingersoll Rand
1.2.12.2. EMS (Energy Management System) Allerton
1.2.12.3. Telephone System: Cisco Call Manager
1.2.12.4. Security Control Pads and Equipment: Sonitrol
1.2.12.5. Security Door Contracts: Sonitrol
1.2.12.6. Security Card Readers: HID Global
1.2.12.7. Fire Detection and Alarm System: Siemens AG

1.2.13. Utility Coordination (PG&E)

1.2.13.1. The Contractor/developer shall work proactively with PG&E, the District, and the design team to ensure that all utility-related needs are identified early and integrated into the Project's overall planning. The Contractor/Developer shall be responsible for all coordination with PG&E related to the Project. This includes but is not limited to:

1.2.13.1.1. Initiating and maintaining communication with PG&E throughout design and Preliminary Construction Services.
1.2.13.1.2. Managing PG&E scheduling requirements, lead times, applications, and services requests
1.2.13.1.3. Coordinating PG&E design reviews, site walks, meter requirements, and service connections

1.3. Review of Design Documents (100%DD and 90% CD Phases).

1.3.1. Contractor/Developer shall review Project design, preliminary phasing/interim housing concepts, provide cost estimate and reconciliation services, value engineering, constructability reviews, confirm modifications to Design Drawings (100%DD and 90% CD Phases), budget at Project costs, construction schedule and phasing plans for bidding. Contractor/Developer shall coordinate with the District, Architect, and CM, if feasible, **at two (2) key milestones:**

(i) 100% Design Development Phase, and
(ii) 90% Construction Documents Phase to:

1.3.2. Contractor/Developer shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;

1.3.3. Contractor/Developer shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

1.3.4. Phasing/Interim Housing Concepts. Contractor/Developer shall provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and shall meet with the District PM, and or designated representative, to coordinate development of preliminary framework for potential construction phasing plans, move schedules and preliminary interim housing plans (if applicable) appropriate for the respective design phase.

1.3.4.1. Contractor/Developer shall provide plan review.

1.3.5. Provide Cost Estimating and Assist in Reconciliation Process for Both DD and CD

Phases.

1.3.5.1. Contractor/Developer shall provide a Cost Estimate that shall be prepared by specification section, summarized by CSI category and divided by trade and work item, costs shall be summarized by building as well as a campus total. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, LLB GC's mark-ups, and general conditions shall be listed separately.

1.3.5.2. The DD cost estimate shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by District at no additional cost to District.

1.3.5.3. The Construction Cost Budget for the Project must at no point exceed District's Construction Budget.

1.3.5.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

1.3.5.5. All planned Bid Alternates are confirmed and updated to reflect current project cost.

1.3.5.6. Contractor/Developer shall submit its proposed Construction Cost Budget to District and the CM for review and approval. At that time, Contractor/Developer shall coordinate and assist with District PM, Architect, and the CM to further develop, review, and reconcile the cost estimate.

1.3.5.7. Deliverables and Numbers of Copies. Contractor/Developer shall provide to District the following items produced in this phase, one (1) copy of each item in indexed, PDF electronic format:

1.3.5.7.1. Revised Construction Cost Budget

1.3.5.8. Contractor/developer shall assist with the DD cost estimate reconciliation deliverables until revised within the accepted program parameters and until a final concept within the accepted Construction Cost Budget has been accepted and approved by District at no additional cost to District.

1.3.5.9. Contractor/Developer shall participate in a DD scope and cost review reconciliation workshop(s) with the District and Architect, as required. These meetings are intended to gain approval of the design in order to advance to the CD phase of work. Upon completion of the meeting(s)/presentation(s) to the District, some changes may be required. Any such changes shall be documented and issued for incorporation into the design documents and updated in revised /reconciled cost estimates. The District shall issue to the cost estimating team acknowledgement and acceptance of the DD Design Phase and authorization to proceed to the Construction Document phase of work.

1.3.5.10. Contractor/Developer should assume one (1) school community workshop planning sessions during the DD phase. This would include certified and classified staff and members of the parent community.

1.3.6. Value-engineering.

1.3.6.1. "**Value Engineering**" or "**VE**" as used herein shall mean an organized effort to analyze the functions of systems, equipment,

facilities, services, and supplies depicted in the Plans and Specifications prepared by Architect ("**Design Documents**") for the Project to identify equipment, materials or systems which provide for comparable function at reduced initial or life-time cost consistent with required performance, reliability, quality, and safety for similar types of school construction projects. Value Engineering shall include, without limitation, proposed changes to the Design Documents, or other contract requirements, consistent with industry practice in the construction of public schools.

1.3.6.2. Value Engineering is intended to enable a Contractor/Developer to construct the Project more efficient and economically consistent with the Project's goals and objectives, without sacrificing quality.

1.3.6.3. The Contractor/Developer shall perform Value Engineering for the Project as set forth herein at the 100% Design Development Phase and the 90% Construction Document Phase, to the extent applicable. Contractor/Developer shall perform Value Engineering concurrently with, and without delay to, the schedule attached to the applicable.

1.3.6.4. General Value Engineering Requirements. In performing Value Engineering, the Contractor/Developer shall, without limitation:

1.3.6.4.1. Identify all documents necessary for Contractor/Developer to fully understand the background and decisions that have influenced the design up to Design Development.

1.3.6.4.2. Coordinate with the District and Architect to obtain any further documentation necessary to develop this understanding.

1.3.6.4.3. Review relevant meeting minutes, master plans, District design guidelines, Design Documents and all other necessary documents related to the Project.

1.3.6.4.4. Analyze and understand key functional issues governing the Project, Project design, and Project systems so that Contractor/Developer understands how to best approach Value Engineering.

1.3.6.4.5. Develop an understanding of the District's key criteria, objectives, and budgetary constraints with respect to the development of the Project.

1.3.6.4.6. The Contractor/Developer shall coordinate with the District and the Design Team as necessary in the performance of Value Engineering to ensure that the Contractor/Developer's recommendations are consistent with the District's criteria, objectives, and budgetary constraints initial or life-cycle-cost representing improved value to the District without sacrificing quality.

1.3.6.4.7. The Contractor/Developer shall coordinate with the Design Team to ensure that any recommendation is compliant with any authority having jurisdiction over the Project, including, without limitation, DSA.

1.3.6.5. Value Engineering Workshop

1.3.6.5.1. As part of the Value Engineering for each phase, the Contractor/Developer shall organize and conduct a value engineering workshop ("Workshop").

1.3.6.5.2. The Contractor/Developer shall invite the Architect to participate in the Workshop.

1.3.6.5.3. Prior to the Workshop, the Contractor/Developer and the Architect will provide all participants with a preliminary list of Value Engineering items for discussion and order of magnitude estimates of cost both for design and construction.

1.3.6.5.4. The Workshop will consist of an initial Project design review related to that phase of development, research of alternative solutions, and evaluations of alternatives. The Workshop will conclude with a review of design and construction costs, benefits of various items selected, and selection of items to be incorporated into the Project design.

1.3.6.5.5. The Contractor/Developer will incorporate the Workshop findings into the VE Report (as defined below) for that phase. Although the Workshop findings may include Value Engineering recommendations, Contractor/Developer shall perform its own, independent Value Engineering and provide any recommendations that are different or in addition to the Workshop findings.

1.3.6.6. VE Report

1.3.6.6.1. At the conclusion of Value Engineering for each phase of design, Contractor/Developer shall prepare a report ("VE Report") and submit the VE Report to the District. Each VE Report shall include recommendations for alternatives, deletions, or amendments to the Design Documents for the Project that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies.

1.3.6.6.2. The VE Report shall contain as an attachment the Workshop findings.

1.3.6.6.3. At a minimum, Contractor/Developer shall include the following in the VE Report:

1.3.6.6.3.1. Recommendation Narrative. A narrative describing the difference between the existing Design Documents and any change to the Design Documents, the comparative advantages and disadvantages of each, to the extent applicable, a justification if an item's function is being altered, and the effect of the change on system and facility performance.

1.3.6.6.3.2. Changes to Design Documents. A list and analysis of design criteria or specifications that must be changed if the District accepts the recommendation.

1.3.6.6.3.3. Hard Costs. A detailed estimate of the impact on Project cost of the recommendation, if accepted and implemented by the District.

1.3.6.6.3.4. Soft Costs / Maintenance Costs. A description and estimate of costs the District may incur in

implementing the recommendation, including, without limitation, design costs, additional testing and inspections, and ongoing maintenance costs.

1.3.6.6.3.5. Life Cycle Costs. A prediction of any effects the proposed recommendation may have on life cycle cost.

1.3.6.6.3.6. Schedule Impacts. The effect the recommendation may have on design or construction schedules. The Contractor/Developer shall include the amount of Days the Project would be expected to be extended or be reduced based upon the change, which shall be broken down by each individual task related to that scope of work (e.g., shop drawing submittals, lead times for the procurement of materials and supplies, construction, etc.).

1.3.6.7. Deliverables. Contractor/Developer shall submit one (1) hard copy and one (1) electronic .pdf of the VE Report to the District. Contractor/Developer shall also submit one (1) electronic.pdf version of the VE Report to the Architect.

1.3.6.8. VE Report Presentation / Meeting. After the submittal of the VE Report, and upon the District's request, the Contractor/Developer shall meet with the District to present the VE Report to the District and respond to any questions concerning the recommended changes in the VE Report.

1.3.6.9. District Review / Acceptance

1.3.6.9.1. Prior to authorizing the Architect's performance of next phase design services, the District shall review the VE Report and decide whether to accept in writing any changes to the Design Documents.

1.3.6.9.2. Upon the District's acceptance of change(s) to the Design Documents, the Contractor/Developer shall send written direction to the Architect to incorporate those changes into the Design Documents.

1.3.6.9.3. Upon the Architect's notice that it has incorporated the changes into the Design Documents, Contractor/Developer shall review the modified Design Documents to ensure that the District accepted changes are incorporated into the Design Documents. If the Contractor/Developer determines that the Architect has not incorporated into the Design Documents the changes accepted by the District, the Contractor/Developer shall advise the District in writing of the changes that were not included in the modified Design Documents, and shall assist the District in ensuring that the Architect incorporates those modifications.

1.3.6.9.4. If the Architect disputes or otherwise recommends the denial of any recommendation from a VE Report, Construction Manager shall meet and coordinate with the Architect to determine the proper resolution of the dispute and shall issue a written recommendation to the District as to whether to include the recommendation into

the Design Documents. The District shall thereafter issue a written decision, which will be binding on the Architect.

1.3.7. Constructability Review.

1.3.7.1. "**Constructability Review(s)**" or "**CR(s)**" as used herein shall mean a systematic review of the Design Documents to ensure that the Design Documents delineate clear and feasible construction techniques, including, without limitation, making certain that the requirements of the construction work are clear, the Design Documents are coordinated, and that they assist the Contractor/Developer in subcontractor bidding, construction and project administration to result in reduced impacts to the Project.

1.3.7.2. The purpose of the Construability Review is to eliminate flaws in the Design Documents, eliminate issues that may cause other impacts, and to ultimately enable Contractor/Developer to bid, coordinate, schedule, sequence and construct the Project efficiently, and without time and scheduling impacts.

1.3.7.3. The Contractor/Developer shall perform a Constructability Review for the Project as set forth herein at the 100% Design Development Phase and the 90% Construction Document Phase, to the extent applicable.

1.3.7.4. General Constructability Review Requirements

1.3.7.4.1. In performing a Constructability Review, the Contractor/Developer shall review the Design Documents and all other necessary documents related to the Project, including, without limitation, geotechnical reports, soils reports, and hazardous materials reports, to fully understand the Project, Project scope, and the Project site and to enable the Contractor/Developer to identify issues regarding constructability and associated risks arising from the current Design Documents. The Constructability Review shall include the review of every element encountered by the general Contractor/Developer during construction of the Project, including, without limitation whatsoever: material delivery, storage, site clearing, utilities work (location, interconnection, existing utilities, etc.), excavation, SWPPP requirements, field office locations, demolition, depiction of existing conditions, required equipment, required permits, coordination of the trades, verifying design elements, visual depictions, site access, traffic control, foundation of piers, etc.

1.3.7.4.2. In reviewing the scope of work in the Design Documents, Contractor/Developer shall identify existing conditions which may present construction problems and make recommendations regarding the project footprint, including, without limitation, Project limits within the Project site.

1.3.7.4.3. The Contractor/Developer shall perform a field inspection to familiarize itself with the Project site and to enable it to provide detailed comments to the Design Documents during the Constructability Review.

1.3.7.4.4. The Contractor/Developer shall review the project budget for the current phase of design to determine whether the Project can be constructed within budget constraints and in light of risks identified during Constructability Review.

1.3.7.4.5. The Contractor/Developer shall review the Design Documents and propose an appropriate Project duration, sequencing, phasing, and the separation of subcontracts into categories of the work and trade bid packages.

1.3.7.4.6. The Contractor/Developer shall coordinate with the District and the Design Team as necessary in the performance of the Constructability Review.

1.3.7.4.7. The Contractor/Developer is not responsible for providing, nor does the Contractor/Developer control, the Project design or the contents of the Design Documents. The Contractor/Developer's actions in reviewing the Project design and Design Documents, and in making any findings, recommendations, or assessments as provided herein, are advisory only to the District. The Design Team members are not third-party beneficiaries of the Constructability Review and the Design Team members remains solely responsible for the contents of the Design Documents. Unless the Contractor/Developer holds a professional architect or engineering license, or unless the Constructability Review is performed by a consultant or subconsultant of Contractor/Developer who holds that type of license, the Contractor/Developer shall be held to the standard of care for general Contractor/Developers performing constructability reviews on public school construction projects within the same geographic area as the District.

1.3.7.5. 100% Design Development Constructability Review.

1.3.7.5.1. The 100% Design Development Constructability Review ("**DD CR**") shall evaluate the Design Documents and must address all items that are or will be critical to the completion of the construction of the Project.

1.3.7.5.2. The DD CR should address all structural, architect, mechanical, electrical, plumbing, civil, landscaping, and off-site work related to the Project as set forth in the Design Documents. The DD CR should be performed such that it provides the Architect guidance and direction in proceeding with the final design of Construction Documents, and identify any alterations or revisions to the Design Documents, or other special considerations.

1.3.7.6. 90% Construction Documents Constructability Review.

1.3.7.6.1. The 90% Construction Documents Constructability Review ("**CD CR**") shall evaluate all Design Documents, with special attention given to Plans and Specifications, to serve as a final check on those

documents prior to soliciting bids and to ensure the overall constructability of the Project, subject to revisions made during back-check.

1.3.7.6.2. The CD CR should identify details, omissions, or design problems not previously addressed or those that materialized or that were identified during this phase of design. Although the District expects that any omissions or deficiencies at this stage should be minor, the District expects that the Contractor/Developer shall fully review the Project for constructability as set forth herein.

1.3.7.6.3. The CD CR should include a final, detailed review of the Design Documents to ensure that the drawings and specifications are not only constructable, but are coordinated and can be read as a cohesive whole.

1.3.7.7. Constructability Review Report. Report to be submitted prior to the Architect's submission of initial plan check review document set to DSA.

1.3.7.7.1. At the conclusion of the Constructability Review for each phase of design, Contractor/Developer shall prepare a report ("**CR Report**") and submit the CR Report to the District. Each CR shall include all findings and recommendations made as a result of the CR, and shall identify any and all risks or impacts arising from any issues identified therein.

1.3.7.7.2. At a minimum, Contractor/Developer shall include the following in the CR Report:

1.3.7.7.2.1. Issue / Risk Narrative. A narrative identifying each issue and the impact or risk associated with that issue. The narrative shall also include recommendations to avoid the risk or impact by making changes to the Design Documents.

1.3.7.7.2.2. Coordination. Identify any areas in which the drawings or specifications are not coordinated.

1.3.7.7.2.3. Changes to Design Documents. A list and analysis of design criteria or specifications that could be changed based on any identified issue.

1.3.7.7.2.4. Budget Review. A narrative describing the Contractor/Developer's review of the budget, and discussing whether the current budget for the Project is sufficient or achievable in light of the issues identified.

1.3.7.7.2.5. Planning Review. A narrative describing Contractor/Developer's proposed Project duration, sequencing, phasing, and the separation of subcontracts into categories of the work and trade bid packages.

1.3.7.7.3. CR Report Presentation / Meeting.

1.3.7.7.3.1. After the submittal of the CR Report, and upon the District's request, the Contractor/Developer shall meet with the District to present the CR Report to the District and respond to any questions concerning

any issues raised in the CR Report.

1.3.7.7.4. District / Architect Review

1.3.7.7.4.1. Prior to authorizing the Architect's performance of next phase design services, the District shall issue the CR Report to the Architect and, in its discretion, may instruct the Architect to address the issues raised in the CR report.

1.3.7.7.4.2. The Architect shall then address any issues identified in the CR Report. Upon the Architect's notice that it has addressed all issues, Contractor/Developer shall review the modified Design Documents to ensure that the issues in the CR have been addressed. If the Contractor/Developer determines that the Architect has not addressed any issue identified in the CR Report, the Contractor/Developer shall advise the District in writing of the unaddressed issues and shall assist the District in ensuring that the Architect addresses those issues.

1.3.7.7.4.3. If the Architect objects to addressing any issue raised in the CR Report, Contractor/Developer shall meet and coordinate with the Architect to determine the proper resolution of the objection and shall issue a written recommendation to the District as to whether Architect should address the issue. The District shall thereafter issue a written decision, which will be binding on the Architect.

1.3.7.8. Confirm Modifications to Design Drawings. If the District accepts Contractor/Developer's comments, including the value-engineering and/or constructability review comments, Contractor/Developer shall review the design documents to confirm that those comments are properly incorporated into the final design documents.

1.4. Budget of Project Costs.

1.4.1. At each stage of plan review indicated above, Contractor/Developer shall update and refine the budget of the Construction Cost Budget based on the most recent set of design documents. Contractor/Developer shall also advise the District and the Architect if it appears that the total construction costs may exceed the Construction Cost Budget established by the District and shall make recommendations for corrective action. Contractor/Developer will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

1.4.2. Ensure project scope conforms to the Project Scope Cost Summary for the defined Phase's (SD, DD, CD) defined scope and Project Assessment estimates.

1.4.3. In each budget of the Construction Cost Budget, Contractor/Developer shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Construction Cost Budget shall include, at a minimum, the following information divided into at least the following categories:

1.4.4. Overhead and profit;
1.4.5. Supervision;
1.4.6. General conditions;
1.4.6.1. Layout & Mobilization (not more than 1%)
1.4.6.2. Submittals, samples, shop drawings (not more than 3%);
1.4.6.3. Bonds and insurance (not more than 2%);
1.4.6.4. Close-out documentation (not less than 3%);
1.4.6.5. Demolition;
1.4.6.6. Installation;
1.4.6.7. Rough-in;
1.4.6.8. Finishes;
1.4.6.9. Testing;
1.4.6.10. Punchlist and acceptance.

Contractor/Developer shall indicate its willingness and ability to enter into the Contract Document to construct the Project for at or below that Construction Cost Budget, excluding Unforeseen Site Conditions or District-requested changes. This commitment will be a component of the Contract Documents.

1.5. Construction Schedule and Phasing Plan.

1.5.1. Contractor/Developer shall prepare a preconstruction workflow schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and cost estimating and reconciliation.
1.5.2. Assist in refining state funding application documents, if state funding is used.
1.5.3. Contractor/Developer shall also prepare a full construction schedule for the Project detailing the proposed project phasing, bidding and construction activities. Review with CM, District PM, Architect.
1.5.4. Contractor/Developer shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents with the CM, Architect, and District PM.

1.6. Construction Planning and Bidding, Both Phases.

1.6.1. Contractor/Developer shall assist in preparation and distribution of Project Manual containing front end documents, technical specifications, drawings, other Owner provided reference documents provided by District to facilitate bidding to Contractor/Developer’s subcontractors.
1.6.2. Provide quality control and coordination of documents.
1.6.3. Assist Project team in maintain document production schedule in preparation for GMP subcontractor bidding and bundling for District.
1.6.4. Communicate with District, school site facilities staff, District maintenance and operations staff, attend design meetings, site meetings, prepare/attend required project reviews, pre-app meetings with other agencies.
1.6.5. Contractor/Developer to review, assess, incorporate, and integrate District Standards, District IT standards, and the Education Specifications into subcontractor bidding documents.
1.6.6. Contractor/Developer shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.
1.6.7. Contractor/Developer shall conduct pre-bid conferences. Contractor/Developer

shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

1.6.8. Contractor/Developer shall prepare appropriate subcontractor bid packages.

1.7. Bidding for Subcontractor Work, GMP Prep and Delivery Phase.

1.7.1. Establish and provide written GMP preparation schedule and process.
1.7.2. Finalize Div 00 and Div 01
1.7.3. Receive and distribute DSA Approved drawings, technical specifications, project manual.
1.7.4. Prepare and distribute conformed set, if required, for subcontractor bidding.
1.7.5. Package document for subcontractor bids
1.7.6. Record distribution of subcontractor documents to Project team.
1.7.7. Reproduce and distribute bid documents to subcontractors.
1.7.8. GC to prepare advertising and legal notices to subcontractors, document with District.
1.7.9. Prepare RFI responses and addenda for CM and District Representative review.
1.7.10. Issue RFI responses and addenda to subcontractors, as required.
1.7.11. Conduct pre bid meeting/job walks.
1.7.12. Coordinate all pre-bid/site walk meetings through CM and/or District PM, prior to issuing.
1.7.13. Contractor/Developer shall solicit and procure Subcontractors pursuant to the Subcontractor Procurement Process attached to the Facilities Lease as Exhibit H.
1.7.14. Verify prequalification list of subcontractors (MEP subs)
- **1.7.14.1.** Contractor/developer's MEP subs must submit for prequalification through PQBids 10 business days prior to proposal submittal deadline.
- **1.7.14.2.** Contractor/developer MEP subs must be prequalified in PQBids 5 business days prior to opening proposals.

1.7.15. Prepare GMP, Bundle GMP and Coordinate a Review with CM and/or District PM to verify GMP bundling is acceptable and in conformance with all District requirements.
- **1.7.15.1.** Review allowance and contingencies assumed in GMP Draft line pricing
- **1.7.15.2.** Determine Review GMP line items for required bid/scope requirements, quantity of qualified bids provided
- **1.7.15.3.** Provide written scope gap analysis of the GMP by line item. Identify areas where bids were omitted and indicate if allowance or contingency dollars may be required to mitigate scope gaps/omissions.

1.8. Finalizing the GMP. After Contractor/Developer completes the Subcontractor Procurement Process as set forth in **Exhibit H** to the Facilities Lease and the District approves the Subcontractor bids and self-performed construction Work, if any, Contractor/Developer shall prepare a final proposed GMP as set forth in **Exhibit C** to

the Facilities Lease. The GMP shall be calculated consistent with the matrix in the "Guaranteed Maximum Price" section of **Exhibit C** to the Facilities Lease.

1.9. Bundling GMP for the District. The district has bundling requirements for the GMP documentation delivery in preparation for the Board approval. Organize the GMP electronically, as an indexed, PDF bundle of information as follows:

1.9.1. Cover letter with overview of timeline for bidding. Explain number of min. bids and actuals bids received
1.9.2. GMP Form
1.9.3. GMP breakdown sheet- sample and detail
1.9.4. Clarifications and exceptions, schedule start and end and exceptions or phasing required, and contingencies.
1.9.5. Existing site conditions if any
1.9.6. Selected subcontractors- list
1.9.7. Subcontractor leveling sheets, trade scope comparison sheet by Scope with subcontractor proposals behind.
1.9.8. Discuss base bid, alternates, self-performed work, bidding compliance items, comments.
1.9.9. Qualifications criteria "best value" descriptors?
1.9.10. Provide total points for each Scope by bidder

1.10. Schedules. Prior to the Parties executing the Site Lease & Facilities Lease Form of Agreement that will include the GMP, or amending an existing Site Lease & Facilities Lease Form of Agreement to include a GMP, Contractor/Developer shall provide to the District a Construction Schedule and Schedule Values compliant with the requirements of the Contract Documents, including, without limitation, Exhibit D, so that those schedules may be included as Exhibit F and Exhibit G respectively; provided, however, the District may excuse this requirement and instead direct Contractor/Developer to submit the schedules after the issuance of a Notice to Proceed for construction work**.**

2. **Limited Authority.** The duties, responsibilities and limitations of authority of Contractor/Developer shall not be restricted, modified or extended without written agreement between the District and Contractor/Developer.

3. **District's Responsibilities**. The District has and shall continue to provide to Contractor information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

End of this Section

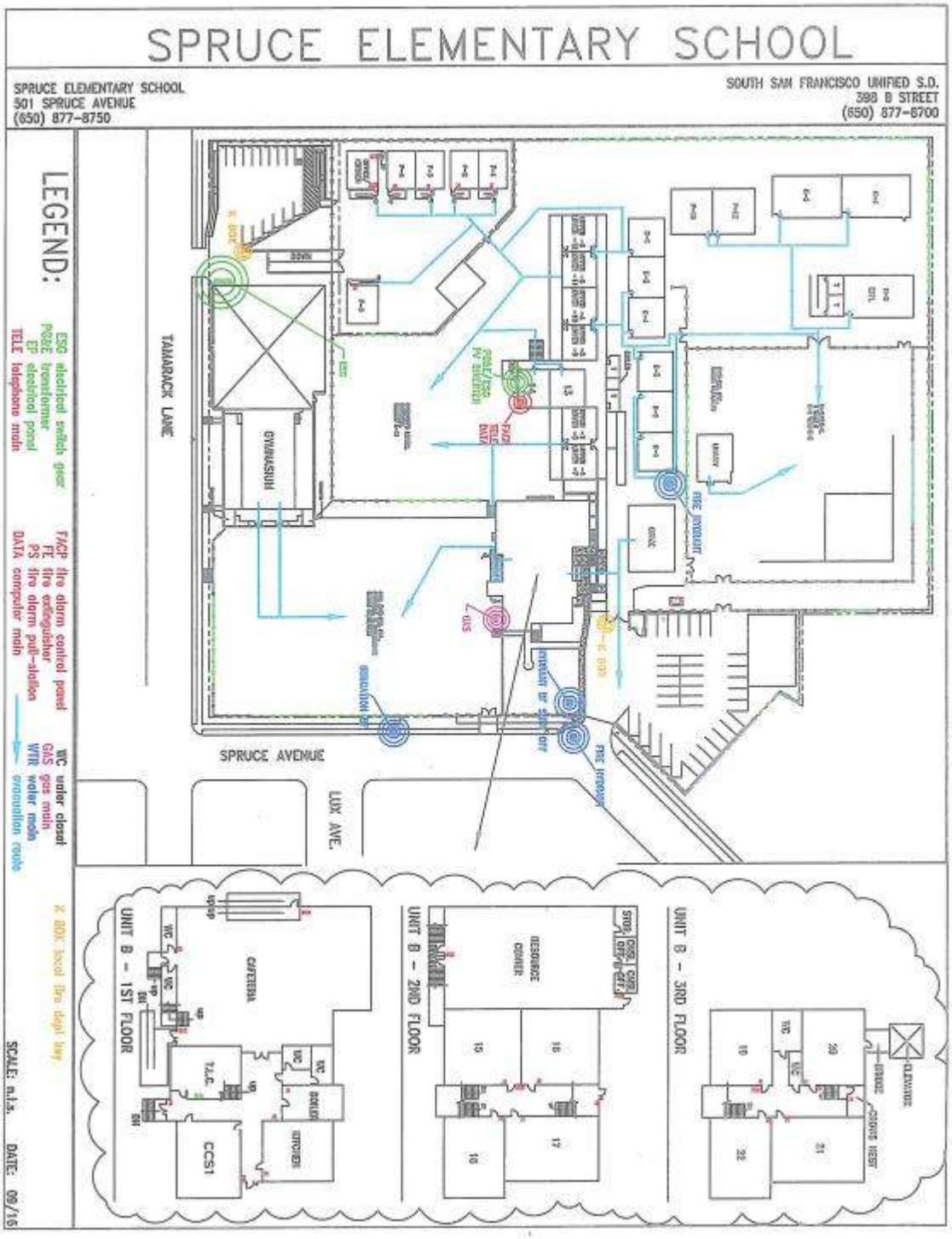

SPRUCE ELEMENTARY SCHOOL
SPRUCE ELEMENTARY SCHOOL
501 SPRUCE AVENUE
(650) 877-8750
SOUTH SAN FRANCISCO UNIFIED S.D.
398 B STREET
(650) 877-8700
LEGEND:
ESG electrical switch gear
PMBE transformer
EP electrical panel
TELE telephone main
FACP fire alarm control panel
FE fire extinguisher
PS fire alarm pull-station
DATA computer main
WC water closet
GAS gas main
WTR water main
evacuation route
TAMARACK LANE
GYMNASIUM
SPRUCE AVENUE
LUX AVE.
UNIT B - 1ST FLOOR
UNIT B - 2ND FLOOR
UNIT B - 3RD FLOOR
CAFETERIA
RESOURCE CENTER
CCS1
SCALE: n.t.s.
DATE: 09/16

Exhibit L

Attachment C – Preliminary Construction Schedule

Preliminary Construction Services Agreement

Task Name	Duration	Start	Finish	Predecessors
SSFUSD Spruce ES Design Phase	**186 days?**	**Mon 12/15/25**	**Mon 8/31/26**	
End of Assessment Report Phase	1 day	Fri 11/21/25	Fri 11/21/25	
Board Approval of Contract	1 day	Thu 1/22/26	Thu 1/22/26	2
Schematic Design Development (SD)	**73 days**	**Fri 1/23/26**	**Tue 5/5/26**	
SD Dwgs	30 days	Fri 1/23/26	Thu 3/5/26	3
Design Committee Mtg #1	1 day	Mon 2/2/26	Mon 2/2/26	
SD Development	4 days	Tue 2/3/26	Fri 2/6/26	6
DSA Pre-App Mtg	5 days	Mon 2/9/26	Fri 2/13/26	7
Design Committee Mtg #2	1 day	Mon 2/23/26	Mon 2/23/26	8
SD Development	9 days	Tue 2/24/26	Fri 3/6/26	9
Design Committee Mtg #3	0 days	Thu 3/5/26	Thu 3/5/26	
Design Work Shop - Facilities M&O & IT	8 days	Wed 3/4/26	Fri 3/13/26	9
SD QA/QC Review	8 days	Mon 3/9/26	Wed 3/18/26	10
Cost Est	10 days	Thu 3/19/26	Wed 4/1/26	5,12,13
Cost Est AOR Rview	4 days	Thu 4/2/26	Tue 4/7/26	14
Budget Scoping Workshop #1	5 days	Wed 4/8/26	Tue 4/14/26	14,15
Budget Scoping Workshop #2	5 days	Wed 4/15/26	Tue 4/21/26	16
SD Reply to Budget Scoping & Revised Cost Est	5 days	Wed 4/22/26	Tue 4/28/26	17
SD Docs Presentation/Submission To District	1 day	Wed 4/29/26	Wed 4/29/26	18
District Review & Comment of SD Documents	4 days	Thu 4/30/26	Tue 5/5/26	19
End SD - District Authorization to Proceed to DD	0 days	Tue 5/5/26	Tue 5/5/26	20
Design Development (DD)	**95 days**	**Wed 5/6/26**	**Tue 9/15/26**	**19**
Construction Documents(CD)	**165 days**	**Wed 9/16/26**	**Tue 5/4/27**	**35**
DSA (Estimated Total)	**100 days**	**Tue 2/2/27**	**Tue 6/22/27**	
Lease-Lease Back Contract	**270 days**	**Mon 6/1/26**	**Fri 6/11/27**	
Construction Procurement	**67 days**	**Wed 6/23/27**	**Thu 9/23/27**	**56,57**
Construction and Closeout	**420 days?**	**Fri 9/24/27**	**Thu 5/3/29**	**63**

Exhibit L

Attachment D – Preliminary Site Logistics Plan

PRELIMINARY SITE LOGISTICS PLAN
SPRUCE ELEMENTARY SCHOOL

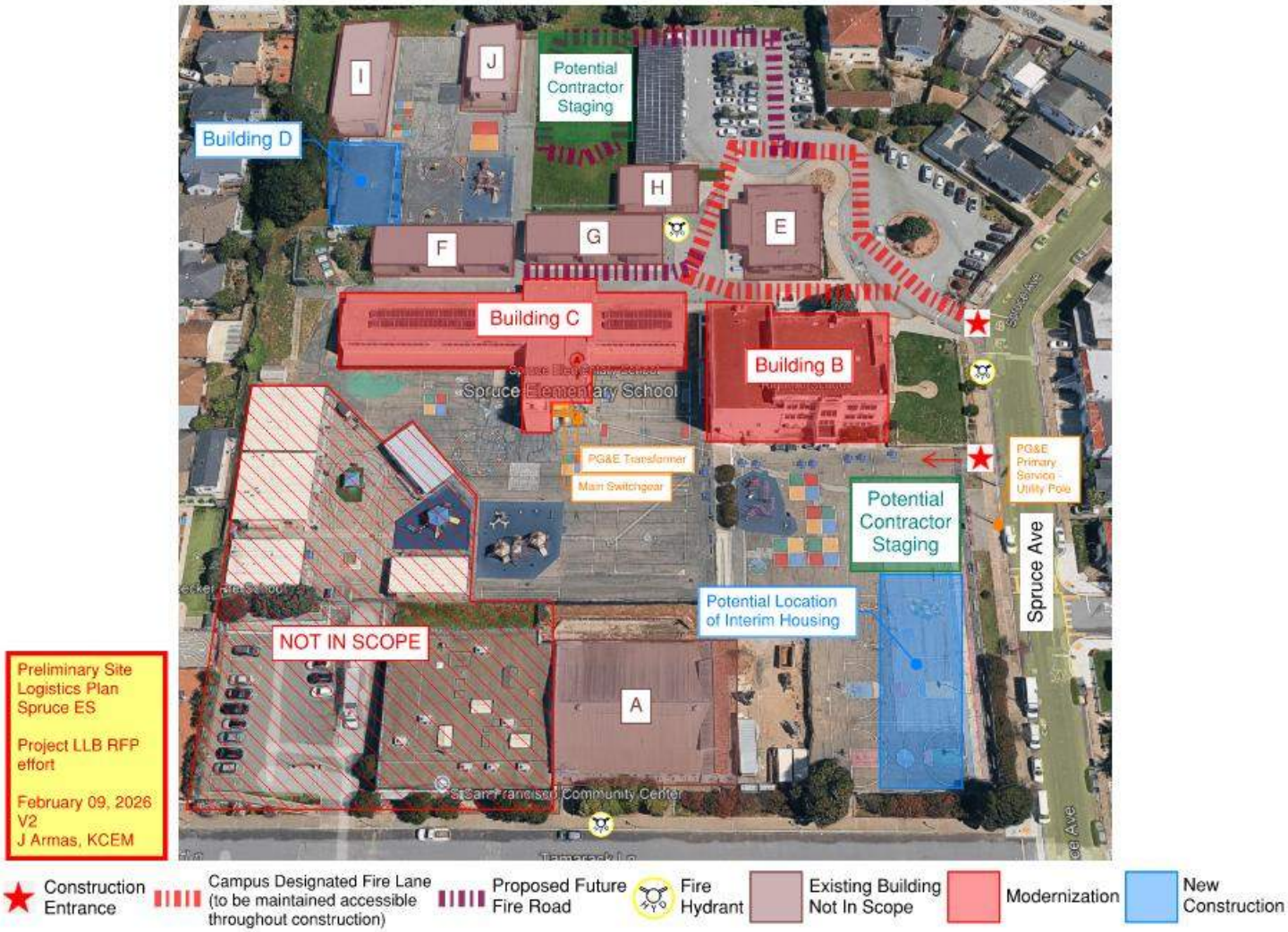


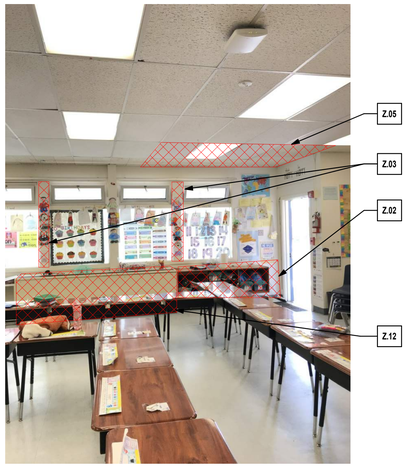
Exhibit L

Attachment E – Exploratory Demolition and Investigation at Building C
Investigative Scope Diagrams

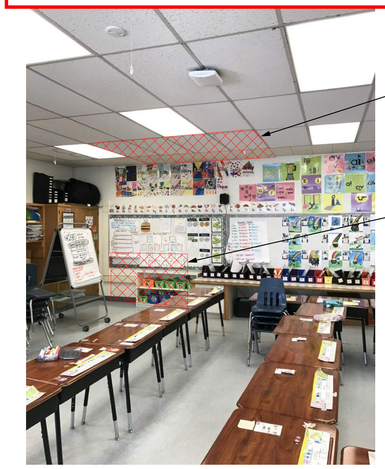
Attachment E – See following pages

Attachment E - Exploratory Demolition and Investigation at Building C, page 1 of 3

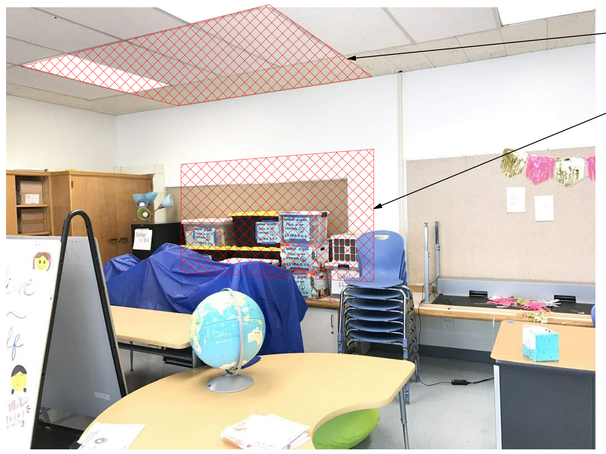
THE EXACT LOCATIONS OF THE OPENINGS TO BE CONFIRMED WITH THE ARCHITECT PRIOR TO THE WORK BEGINNING.



2 DT - PHOTO CLASSROOM 7 - SOUTH WALL



3 DT - PHOTO CLASSROOM 7 - NORTH WALL



4 DT - PHOTO CLASSROOM 11 - NORTH WALL

INVESTIGATIVE SCOPE LEGEND

AREA OF WORK

KEYNOTE LEGEND

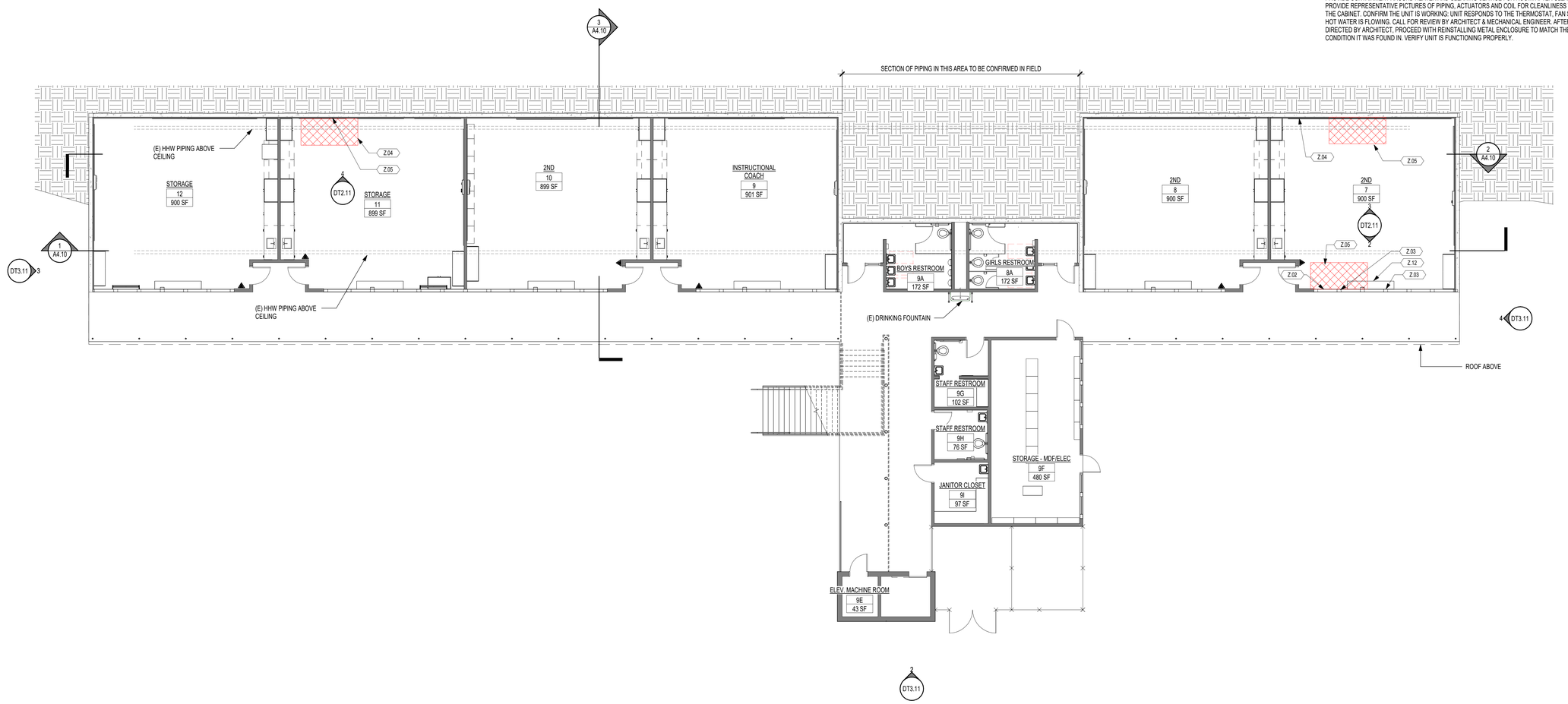
Z.02 ALLOW FOR: TWO WALL OPENING -NEATLY REMOVE 3/8" FINISHED PLYWD. WALL PANELS, 4' WIDE (3 STUD BAYS) BY 4' HIGH TO FULLY EXPOSE STUDS. SHALL EXTEND FROM THE WINDOW SILL DOWN TO THE FLOOR. INCLUDES REMOVING/SALVAGING ANY WHITE OR TACK BOARDS ATTACHED TO WALL. CALL FOR REVIEW BY ARCHITECT& STRUCTURAL ENGINEER - AFTER DIRECTED BY ARCHITECT, PROCEED WITH REINSTALLING TO MATCH THE CONDITION IT WAS FOUND IN -PATCH OPENING: PATCH WITH NEW 3/8" (MATCH EXISTING) A-C PLYWOOD WITH A CLASS C MIN. INTERIOR FINISH RATING. ALL NEW AND EXISTING PLYWOOD EDGES TO LAND ON CENTER OF STUDS OR NEW 3X BLOCKING - PLYWOOD EDGES NAILING TO BE 8D AT 4" ON CENTER AND FIELD NAILING TO BE 8D AT 4" ON CENTER. PAINT TO MATCH (E) ADJACENT WALL. REINSTALL WHITE BOARDS AND TACK BOARDS. ATTACH WITH 2- #12 X 2" L/ SELF DRILLING WD SCREWS AT EVERY STUD. REPLACE RESILIENT BASE TO MATCH (E) ADJACENT

Z.03 WD. TRIM REMOVAL TO EXPOSE STRUCTURE - CAREFULLY REMOVE (SALVAGE) 1X FINISHED WD. TRIM BETWEEN WINDOW FRAMES TO EXPOSE WD. STUD FRAMING -CALL FOR REVIEW BY ARCHITECT& STRUCTURAL ENGINEER - AFTER DIRECTED BY ARCHITECT, PROCEED WITH REINSTALLING TO MATCH THE CONDITION IT WAS FOUND IN - PROVIDE NEW WD TRIM TO MATCH THE EXISTING. INSTALL WITH 2" L FINISH NAILS, COUNTER SET & FILL, AND PAINT TO MATCH EXISTING ADJACENT

Z.04 AT EACH LOCATION PROVIDE AN OPENING, 4'X4' FROM FLOOR LEVEL UP, IN PLASTER AND LOOK FOR MOISTURE ISSUES. INCLUDES REMOVING/SALVAGING ANY WHITE OR TACK BOARDS ATTACHED TO WALL. PERFORM MOISTURE TESTING AS FOLLOWS: INTERNAL RELATIVE HUMIDITY AND MOISTURE VAPOR EMISSIONS TESTING: PERFORM INTERNAL RELATIVE HUMIDITY TESTS IN SAME LOCATIONS AS MOISTURE VAPOR EMISSION TESTS, UNLESS OTHERWISE INDICATED - TEST IN ACCORDANCE WITH ASTM F2170 PROCEDURE A. TESTING WITH ELECTRICAL IMPEDANCE OR RESISTANCE APPARATUS MAY NOT BE SUBSTITUTED FOR THE SPECIFIED ASTM TEST METHOD, AS THE VALUES DETERMINED ARE NOT COMPARABLE TO THE ASTM TEST VALUES AND DO NOT QUANTIFY THE MOISTURE CONTENT SUFFICIENTLY. MOISTURE VAPOR EMISSION TESTING: FOLLOW RECOMMENDATIONS OF TESTING AGENCY. TEST PROCEDURE: IN ACCORDANCE WITH ASTM F1869. PLASTIC SHEET TEST AND MAT BOND TEST MAY NOT BE SUBSTITUTED FOR THE SPECIFIED ASTM TEST METHOD, AS THOSE METHODS DO NOT QUANTIFY THE MOISTURE CONTENT SUFFICIENTLY. - CALL FOR REVIEW BY ARCHITECT& STRUCTURAL ENGINEER. AFTER DIRECTED BY ARCHITECT, PROCEED WITH PATCH BACK AS FOLLOWS: PROVIDE A CLEAN AND STRAIGHT CUT LINE ALONG EDGES OF OPENING. SISTER IN 1 5/8" X 20 GA METAL STUDS @ 16" OC TO COLD ROLLED FRAMING, INSTALL 5/8" GYP. BD. TO METAL STUDS, SHIM FINISHED SURFACE TO BE WITHIN 1/32" OF (E) ADJACENT PLASTER. MUD, TAP & FINISH FOR A SEAMLESS APPEARANCE. PAINT TO MATCH (E) ADJACENT WALL. REINSTALL WHITE BOARDS AND TACK BOARDS, ATTACH WITH 2- #12 X 2" L/ SELF DRILLING WD SCREWS AT EVERY STUD. REPLACE RESILIENT BASE TO MATCH (E) ADJACENT. -REPORT: REPORT THE INFORMATION REQUIRED BY THE TEST METHOD

Z.05 EXPOSE WD. FLOOR STRUCTURE AT CONC. OR EXTERIOR WD. FRAMED WALL FOR 8' X 6' W. AS FOLLOWS: -REMOVE 1'X1' & 2'X4' CEILING TILES AND OR CLG SYSTEM AS REQUIRED TO GAIN CLEAR, ARMS REACH ACCESS TO BEARING CONDITION AT CONC RETAINING WALL - REMOVE BATT INSULATION ATTACHED UNDERSIDE OF STRUCTURE TO EXPOSE WD STRUCTURE FOR NO LESS THAN 4 ' FROM CONC WALL - RELOCATE OR PROVIDE TEMPORARY SUPPORTS FOR LIGHT FIXTURE THAT MAY BE IN THE WAY - ALLOW FOR REMOVAL OF UP TO 4 ABANDON LIGHT FIXTURES ABOVE THE CLG -CALL FOR REVIEW BY ARCHITECT& STRUCTURAL ENGINEER -AFTER DIRECTED BY ARCHITECT, PROCEED WITH PATCH BACK AS FOLLOWS.-PROVIDE FOIL BACKED FG BATT INSULATION (ASSUME R-13) WITH PIN AND WASHERS @ 8" OC MAX AND @ 6" OC ALONG EACH CHANGE IN DIRECTION -PATCH 1X1 AND 2X4 GRID & ACT TO MACH THE EXISTING - REINSTALL LIGHTS FIXTURE IN 2X4 GRID

Z.12 REMOVAL OF THE METAL ENCLOSURE OF UNIT THE HEATER VENTILATOR TO EXPOSE PIPE CONNECTION AND CONTROLS. DISASSEMBLE METAL ENCLOSURE WITHOUT DAMAGE OR DISTORTION OF METAL OR FINISHES. CLEAN DUST AND DIRT FROM HEATER VENTILATOR TO ALLOW FOR CLEAR VIEWING. WIPE CLEAN ALL LABELS, TAGS, PANELS, IDENTIFYING MARKS, AND PRINTED INFORMATION. PROVIDE CONTAINMENT AROUND HEATER AND CLEANING SERVICE FOR ROOM. AFTER CLEANING, PROVIDE REPRESENTATIVE PICTURES OF PIPING, ACTUATORS AND COIL FOR CLEANLINESS WITHIN THE CABINET. CONFIRM THE UNIT IS WORKING: UNIT RESPONDS TO THE THERMOSTAT, FAN STARTS, HOT WATER IS FLOWING. CALL FOR REVIEW BY ARCHITECT & MECHANICAL ENGINEER. AFTER DIRECTED BY ARCHITECT, PROCEED WITH REINSTALLING METAL ENCLOSURE TO MATCH THE CONDITION IT WAS FOUND IN. VERIFY UNIT IS FUNCTIONING PROPERLY.



1 BUILDING C - LOWER LEVEL FLOOR PLAN - INVESTIGATIVE TESTING
1/8" = 1'-0"

dsk architects Copyright © / If this sheet is not 30"x42" it is a reduced print - scale accordingly
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AGENCY STAMP

DSA APPLICATION NO: XX-XXXXXX

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1901 Harrison Street, Suite 1320, Oakland, CA 94612
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926 Natoma Street, Suite 200, San Francisco, CA 94103
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CONSULTANT

PROJECT NAME
SPRUCE ELEMENTARY SCHOOL MODERNIZATION

FACILITY INFO
SPRUCE ELEMENTARY SCHOOL
501 SPRUCE AVE, SOUTH SAN FRANCISCO, CA 94080

KEY PLAN

PROJECT NORTH

PROJECT ISSUE DATE: 2026/03/11

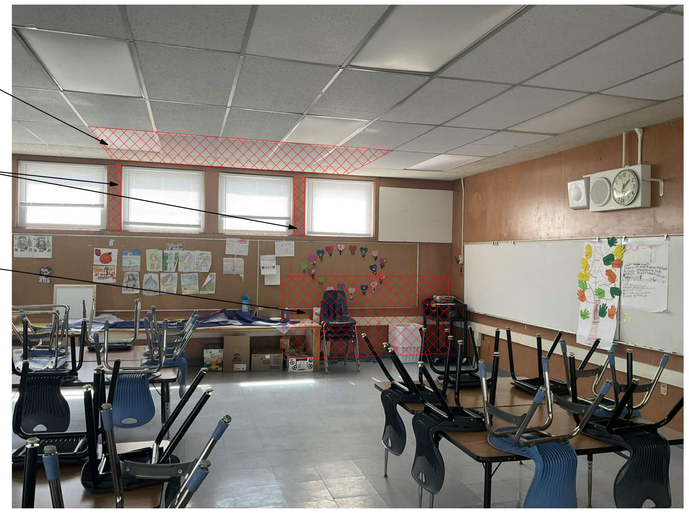
DATE	NO.	REVISIONS

DRAFTER: Author REVIEWER: XX
PM: YYY DSK JOB NO: XX

SHEET TITLE
BUILDING C LOWER LEVEL - LLB-GC INVESTIGATIVE SCOPE DIAGRAMS

SHEET NUMBER
DT2.11

Attachment E - Exploratory Demolition and Investigation at Building C, page 2 of 3



2 INVESTIGATIVE TESTING DIAGRAM - BUILDING C CLASSROOM 2 SOUTH WALL

THE EXACT LOCATIONS OF THE OPENINGS TO BE CONFIRMED WITH THE ARCHITECT PRIOR TO THE WORK BEGINNING.

INVESTIGATIVE SCOPE LEGEND

AREA OF WORK

KEYNOTE LEGEND

Z.01 ALLOW FOR: TWO WALL OPENING, ONE 8'W. X 12'H, AND ONE 4'X4', INCLUDE: -REMOVAL OF THE VERTICAL REDWOOD SIDING & BUILDING PAPER - REMOVAL OF 3/8" PLYWOOD SHEATHING TO NEATEST STUD TO EXPOSE THE WOOD STUD CONSTRUCTION - REMOVAL OF ANY BATT INSULATION - AVOID DAMAGE TO METAL FLASHINGS. ANY DAMAGED FLASHINGS WILL BE REPLACES TO MATCH TEH (E) -CALL FOR REVIEW BY ARCHITECT& STRUCTURAL ENGINEER -AFTER DIRECTED BY ARCHITECT, PROCEED WITH PATCH BACK AS FOLLOWS: -PATCH WITH NEW 3/8" (MATCH EXISTING) COX PLYWOOD TO MATCH (E) ADJACENT WALL. PLYWOOD EDGES NAILING TO BE 8D AT 4" ON CENTER AND FIELD NAILING TO BE 8D AT 4" ON CENTER, 2 LAYERS OF TYPE "D" BUILDING PAPER, EDGES TO LAP UNDER ADJACENT BUILDING PAPER, START AT BOTTOM AND WORK UP WALL -PATCH SIDING WITH 5/16" THK. FIBER CEMENT BOARD WITH EXPOSED FASTENERS PER MFR. RECOMMENDATIONS. LAP SIDING UNDER METAL FLASHINGS ABOVE, PROVIDE ADDED GALV. METAL "Z" FLASHING WHERE SUCH LAP IS NOT ATTAINABLE -PAINT ALL EXPOSE MATERIAL TO MATCH EXISTING ADJACENT SURFACE - PROVIDE SEALANT AT TOP AND SIDE JOINTS OF PATCHED AREAS

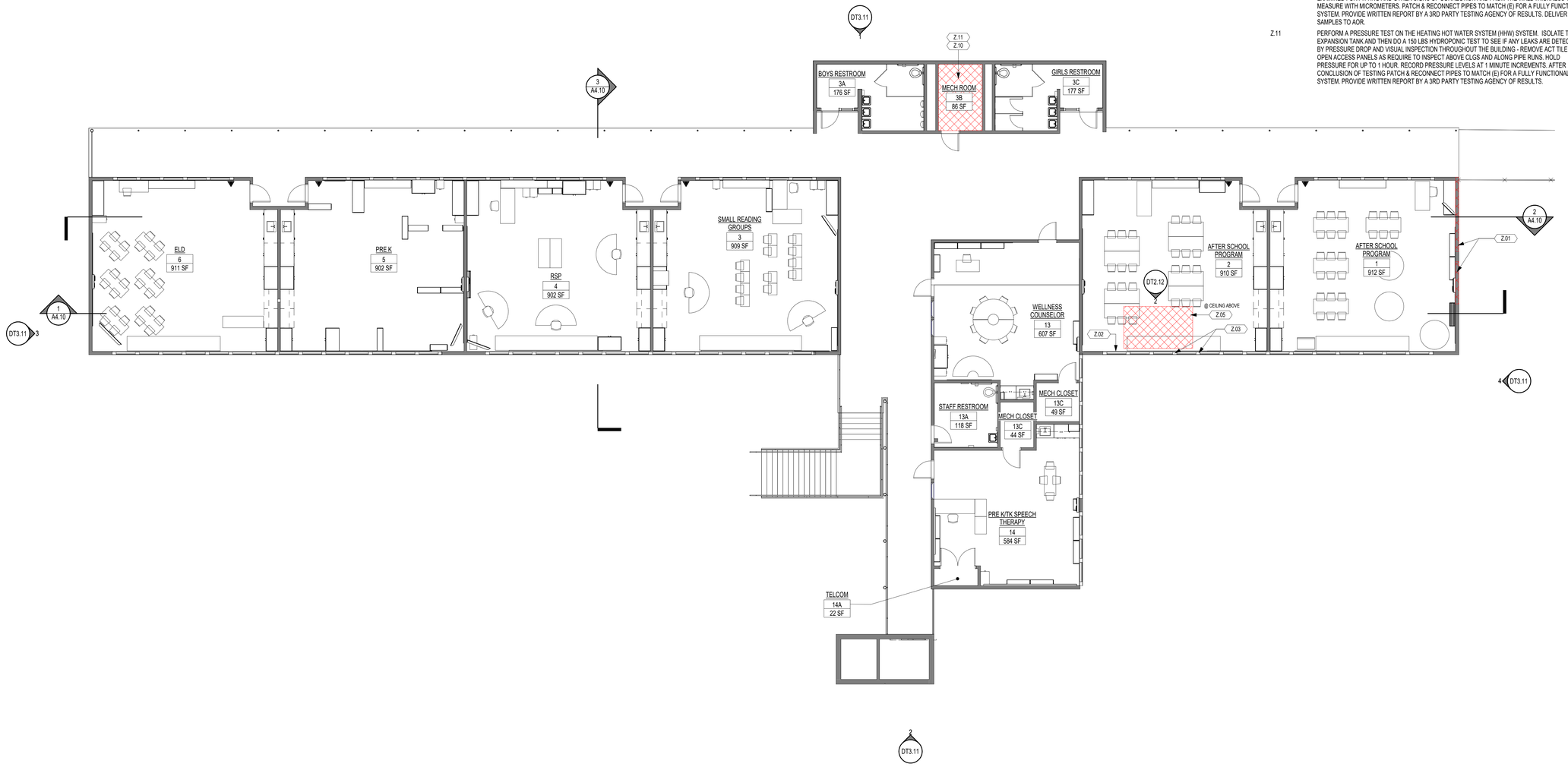
Z.02 ALLOW FOR: TWO WALL OPENING -NEATLY REMOVE 3/8" FINISHED PLYWD. WALL PANELS, 4' WIDE (3 STUD BAYS) BY 4' HIGH TO FULLY EXPOSE STUDS. SHALL EXTEND FROM THE WINDOW SILL DOWN TO THE FLOOR. INCLUDES REMOVING/SALVAGING ANY WHITE OR TACK BOARDS ATTACHED TO WALL. CALL FOR REVIEW BY ARCHITECT& STRUCTURAL ENGINEER - AFTER DIRECTED BY ARCHITECT, PROCEED WITH REINSTALLING TO MATCH THE CONDITION IT WAS FOUND IN -PATCH OPENING: PATCH WITH NEW 3/8" (MATCH EXISTING) A-C PLYWOOD WITH A CLASS C MIN. INTERIOR FINISH RATING. ALL NEW AND EXISTING PLYWOOD EDGES TO LAND ON CENTER OF STUDS OR NEW 3X BLOCKING - PLYWOOD EDGES NAILING TO BE 8D AT 4" ON CENTER AND FIELD NAILING TO BE 8D AT 4" ON CENTER. PAINT TO MATCH (E) ADJACENT WALL. REINSTALL WHITE BOARDS AND TACK BOARDS, ATTACH WITH 2- #12 X 2" L/ SELF DRILLING WD SCREWS AT EVERY STUD. REPLACE RESILIENT BASE TO MATCH (E) ADJACENT

Z.03 WD. TRIM REMOVAL TO EXPOSE STRUCTURE - CAREFULLY REMOVE (SALVAGE) 1X FINISHED WD. TRIM BETWEEN WINDOW FRAMES TO EXPOSE WD. STUD FRAMING -CALL FOR REVIEW BY ARCHITECT& STRUCTURAL ENGINEER - AFTER DIRECTED BY ARCHITECT, PROCEED WITH REINSTALLING TO MATCH THE CONDITION IT WAS FOUND IN - PROVIDE NEW WD. TRIM TO MATCH THE EXISTING. INSTALL WITH 2" L. FINISH NAILS. COUNTER SET & FILL, AND PAINT TO MATCH EXISTING ADJACENT

Z.05 EXPOSE WD. FLOOR STRUCTURE AT CONC. OR EXTERIOR WD. FRAMED WALL FOR 8' X 6' W. AS FOLLOWS: -REMOVE 1'X1' & 2'X4' CEILING TILES AND OR CLG SYSTEM AS REQUIRED TO GAIN CLEAR, ARM'S REACH ACCESS TO BEARING CONDITION AT CONC RETAINING WALL - REMOVE BATT INSULATION ATTACHED UNDERSIDE OF STRUCTURE TO EXPOSE WD STRUCTURE FOR NO LESS THAN 4 ' FROM CONC WALL - RELOCATE OR PROVIDE TEMPORARY SUPPORTS FOR LIGHT FIXTURE THAT MAY BE IN THE WAY - ALLOW FOR REMOVAL OF UP TO 4 ABANDON LIGHT FIXTURES ABOVE THE CLG -CALL FOR REVIEW BY ARCHITECT& STRUCTURAL ENGINEER -AFTER DIRECTED BY ARCHITECT, PROCEED WITH PATCH BACK AS FOLLOWS: -PROVIDE FOIL BACKED FG BATT INSULATION (ASSUME R-13) WITH PIN AND WASHERS @ 8" OC MAX AND @ 6" OC ALONG EACH CHANGE IN DIRECTION -PATCH 1X1 AND 2X4 GRID & ACT TO MACH THE EXISTING - REINSTALL LIGHTS FIXTURE IN 2X4 GRID

Z.10 PIPING SAMPLING: REMOVE TWO (2) 1' LONG SECTION OF SUPPLY PIPE- ONE (1) DIRECTLY ADJACENT TO THE BOILER AND A 2ND SECTION FROM THE RETURN PIPE AT THE BOILER TO CHECK FOR ACCUMULATED SOLIDS AND FOR DETERIORATION OF THE PIPE WALL. PIPE WALL THICKNESS TO BE EXAMINED FOR PITTING AND OTHER SIGNS OF CORRECTION AND FROM THE WALL THICKNESS TO BE MEASURE WITH MICROMETERS. PATCH & RECONNECT PIPES TO MATCH (E) FOR A FULLY FUNCTIONAL SYSTEM. PROVIDE WRITTEN REPORT BY A 3RD PARTY TESTING AGENCY OF RESULTS. DELIVER PIPES SAMPLES TO AOR.

Z.11 PERFORM A PRESSURE TEST ON THE HEATING HOT WATER SYSTEM (HHW) SYSTEM. ISOLATE THE EXPANSION TANK AND THEN DO A 150 LBS HYDROPONIC TEST TO SEE IF ANY LEAKS ARE DETECTED BY PRESSURE DROP AND VISUAL INSPECTION THROUGHOUT THE BUILDING - REMOVE ACT TILE AND OPEN ACCESS PANELS AS REQUIRE TO INSPECT ABOVE CLGS AND ALONG PIPE RUNS. HOLD PRESSURE FOR UP TO 1 HOUR. RECORD PRESSURE LEVELS AT 1 MINUTE INCREMENTS. AFTER CONCLUSION OF TESTING PATCH & RECONNECT PIPES TO MATCH (E) FOR A FULLY FUNCTIONAL SYSTEM. PROVIDE WRITTEN REPORT BY A 3RD PARTY TESTING AGENCY OF RESULTS.



1 BUILDING C - UPPER LEVEL FLOOR PLAN - INVESTIGATIVE TESTING
1/8" = 1'-0"

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CONSULTANT

PROJECT NAME
SPRUCE ELEMENTARY SCHOOL MODERNIZATION

FACILITY INFO
SPRUCE ELEMENTARY SCHOOL
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KEY PLAN

PROJECT NORTH

PROJECT ISSUE DATE: 2026/03/11

DATE	NO.	REVISIONS

DRAFTER: Author REVIEWER: XX
PM: YYY DSK JOB NO: XX

SHEET TITLE
BUILDING C UPPER LEVEL - LLB-GC INVESTIGATIVE SCOPE DIAGRAMS

SHEET NUMBER
DT2.12

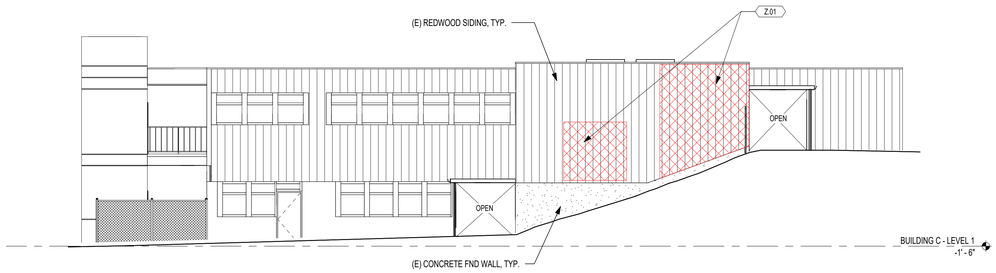
HE EXACT LOCATIONS OF THE OPENINGS TO BE CONFIRMED WITH THE ARCHITECT PRIOR TO THE WORK BEGINNING.

INVESTIGATIVE SCOPE LEGEND

AREA OF WORK

KEYNOTE LEGEND

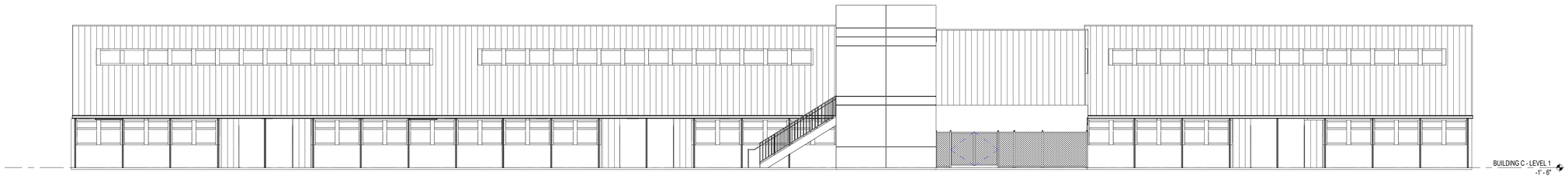
Z.01 ALLOW FOR: TWO WALL OPENING, ONE 8'W. X 12'H, AND ONE 4'X4', INCLUDE: -REMOVAL OF THE VERTICAL REDWOOD SIDING & BUILDING PAPER - REMOVAL OF 3/8" PLYWOOD SHEATHING TO NEATEST STUD TO EXPOSE THE WOOD STUD CONSTRUCTION - REMOVAL OF ANY BATT INSULATION - AVOID DAMAGE TO METAL FLASHINGS. ANY DAMAGED FLASHINGS WILL BE REPLACES TO MATCH TEH (E) -CALL FOR REVIEW BY ARCHITECT& STRUCTURAL ENGINEER -AFTER DIRECTED BY ARCHITECT, PROCEED WITH PATCH BACK AS FOLLOWS: -PATCH WITH NEW 3/8" (MATCH EXISTING) CDX PLYWOOD TO MATCH (E) ADJACENT WALL. PLYWOOD EDGES NAILING TO BE 8D AT 4" ON CENTER AND FIELD NAILING TO BE 8D AT 4" ON CENTER, 2 LAYERS OF TYPE "D" BUILDING PAPER, EDGES TO LAP UNDER ADJACENT BUILDING PAPER, START AT BOTTOM AND WORK UP WALL -PATCH SIDING WITH 5/16" THK. FIBER CEMENT BOARD WITH EXPOSED FASTENERS PER MFR. RECOMMENDATIONS. LAP SIDING UNDER METAL FLASHINGS ABOVE, PROVIDE ADDED GALV. METAL "Z" FLASHING WHERE SUCH LAP IS NOT ATTAINABLE -PAINT ALL EXPOSE MATERIAL TO MATCH EXISTING ADJACENT SURFACE - PROVIDE SEALANT AT TOP AND SIDE JOINTS OF PATCHED AREAS





4 BUILDING C EAST ELEVATION - INVESTIGATIVE TESTING
1/8" = 1'-0"

3 BUILDING C WEST ELEVATION - INVESTIGATIVE TESTING
1/8" = 1'-0"



2 BUILDING C SOUTH ELEVATION - INVESTIGATIVE TESTING
1/8" = 1'-0"



1 BUILDING C NORTH ELEVATION - INVESTIGATIVE TESTING
1/8" = 1'-0"

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BUILDING C ELEVATIONS - LLB-GC INVESTIGATIVE SCOPE DIAGRAMS

SHEET NUMBER
DT3.11