

CONSTRUCTION SERVICES AGREEMENT

FOR

SAUGUS HIGH SCHOOL
BUILDING D MODERNIZATION PROJECT

By and Between

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

and

[INSERT CONTRACTOR NAME]

Dated as of February , 2012

**CONSTRUCTION SERVICES AGREEMENT
FOR
SAUGUS HIGH SCHOOL
BUILDING D MODERNIZATION PROJECT**

This Construction Services Agreement for Saugus High School Building D Modernization Project (“Construction Services Agreement” or “CSA”), dated for reference purposes as of February [redacted], 2012, is made and entered into by and between the William S. Hart Union High School District (“District”), a public school district organized and existing pursuant to the laws of the State, and [Insert Contractor Name] (“Contractor”), a [redacted]. The District and Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Concurrently with entering into this Construction Services Agreement, the Parties entered into that certain “Saugus High School Building D Modernization Project Site Lease” dated for reference purposes as of even date herewith (“Site Lease”) and that certain “Saugus High School Building D Modernization Project Leaseback Agreement” dated for reference purposes as of even date herewith (“Leaseback Agreement” or “LBA”).

B. The Parties entered into the Site Lease and the Leaseback Agreement, pursuant to authority set forth in Section 17406 of the Education Code, to facilitate the completion of the Project by the Contractor. The Parties intend that this Construction Services Agreement shall establish additional terms and conditions for the performance of the Work by the Contractor.

C. The Parties are authorized to enter into this CSA pursuant to Education Code Section 17406. The Parties desire to enter into this CSA to ensure that the Work and resulting improvements to Building D at the School will meet the District’s expectations, and Contractor is willing to do all work, services and other things necessary to complete the Work in accordance with the LLB Agreements.

D. The Parties intend that any defined term used, but not defined, in this CSA shall have the meaning ascribed to such term in the other LLB Agreements or exhibits or attachments thereto.

Now, Therefore, in consideration of the foregoing and of the covenants hereinafter contained, the District and Contractor agree as follows:

AGREEMENT

Section 1. Effective Date. This Construction Services Agreement shall have the same Effective Date as the Site Lease and the Leaseback Agreement.

Section 2. Scope of Work. The scope of the Work to be completed by the Contractor pursuant to the LLB Agreements is generally described in Part 1 of Exhibit “A” attached to this CSA (which is inclusive of the Work described in Part 2 of such exhibit), and the Contractor must complete the Work in strict accordance with the Contract Documents.

Section 3. Component Parts of Contract.

(a) **The Contract.** This Construction Services Agreement is but one of the agreements and other documents that, collectively, set forth the complete understanding and agreement of the Parties with respect to the performance of the Work (the "Contract"). Each of the Contract Documents, as those may be made or duly amended from time to time, is hereby incorporated as an operative and effective part of the Contract. In connection with the execution and delivery of this CSA, and within the times required by this CSA, the Contractor must execute and submit to the District each of the various Contract-related forms specified in Exhibit "B" attached to this CSA ("Required Contract Forms"). As and when required by this CSA during the course of the Work, the Contractor must execute and submit to the District the various Project-related forms specified in Exhibit "C" attached to this CSA ("Required Project Forms"). The Contractor may obtain copies of the Required Contract Forms and the Required Project Forms from the District's Contract Administrator.

(b) **The Contract Documents.** The Contract Documents, include, but are not limited to: (i) the Site Lease, the Leaseback Agreement, and this CSA; (ii) the drawings, plans, elevations, sections, details, schedules and diagrams that illustrate any or all of the Work ("Drawings") and the written requirements for materials, equipment, construction systems, quality workmanship, services and other things to be furnished in connection with the Work or the Project ("Specifications") approved for the Project by the DSA in accordance with Education Code Sections 17280 through 17316, inclusive; (iii) all supplemental drawings, profiles, cross-sections, specifications and other documents approved and/or issued by the Architect for purposes of illustrating or describing the location, character, dimensions or details of the Work; (iv) the General Conditions attached as Exhibit "D" to this CSA; (v) any and all performance and payment bonds, work schedules, schedules of value, guarantees, and other construction-related documents prepared, provided, approved and/or adopted in connection with the Project; (vi) any duly-authorized agreements or orders providing for changes in the Work; and (vii) forms and other documents duly-submitted by the Contractor in connection with the Work.

(c) **Complementary Nature.** The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, although not set forth in any one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents.

Section 4. Notice of Award and Notice to Proceed. To assist in ensuring that the Contractor has timely submitted any and all bonds, schedules, forms and other documentation required to be submitted by the Contractor prior to commencement of the Work, the District will issue to the Contractor a written notice of the District's intent to subsequently issue a Notice to Proceed ("Notice of Award"). The District shall endeavor to issue the Notice of Award not less than ten days prior to issuance of the Notice to Proceed. However, if the District fails to issue a Notice of Award, or fails to issue the Notice of Award at least ten days prior to issuing the Notice to Proceed, the Contractor shall nonetheless be obligated to submit all documentation to the District prior to commencement of the Work as required pursuant to the LLB Agreements. The District shall issue to the Contractor a written Notice to Proceed as soon as practicable after all conditions precedent thereto have been satisfied. Although the satisfaction of the conditions precedent to issuance of the Notice to Proceed may not be completely within the control of either Party, each Party shall make reasonable efforts to ensure that

such conditions precedent are timely satisfied so that the Notice to Proceed may be issued in time to permit construction to commence in accordance with Section 5 of this CSA.

Section 5. Commencement and Completion of Work.

(a) **Start and Finish Dates.** Subject to issuance of a Notice to Proceed, the Work must commence on or about May 18, 2012, and must be completed on or about August 26, 2012. If, despite the reasonable efforts of the Parties, the District is for any reason not able to issue a Notice to Proceed in time to permit construction to commence on or about May 18, 2012, the District shall issue the Notice to Proceed as soon thereafter as practicable.

(b) **Extensions of Time.** Upon receipt of a Notice to Proceed, the Contractor must commence and proceed with the Work with continuous reasonable diligence to ensure completion of the Work within the time permitted pursuant to the Contract ("Contract Time"). The Contract Time may be extended as provided in the Contract Documents or as the Parties otherwise may agree in writing.

(c) **Scheduling Goals.** The Contractor acknowledges that the District has scheduled the Work for a specific time period including the "summer break" at the School, in order to promote the best usage of school facilities, to maintain an appropriate learning environment for students, and to avoid and/or minimize interference with the District's educational, recreational and other programs. The Contractor further acknowledges that compliance with scheduling requirements for the Work is mandatory in order to accomplish such goals, and, therefore, that time is of the essence with respect to the performance of the Work.

(d) **Preliminary Work.** Notwithstanding Section 3 of the Site Lease or anything else that may be construed to the contrary, the District may require that the Contractor undertake some or all of the portions of the Work described in Part 2 of Exhibit A hereto ("Preliminary Work") prior to the District obtaining a judgment in the Validation Action. The District may so require that the Contractor undertake such Preliminary Work if the District, in its sole discretion, determines that it is necessary or convenient to assist in ensuring completion of the Work not later than the end of the summer break at the School. The Parties may agree in writing to include within the Preliminary Work any other portions of the Work not already described in Part 2 of Exhibit A hereto. The District shall issue a Notice to Proceed with any required Preliminary Work separately from issuing a Notice to Proceed for the balance of the Work, in which event Section 4 herein shall be applicable with respect to documentation to be submitted by the Contractor. If the District issues a Notice to Proceed for any Preliminary Work and subsequently obtains a judgment in the Validation Action that does not validate the LLB Agreements in full accordance with the District's request to the court, the District may in its sole discretion terminate the LLB Agreements by providing written notice of termination to the Contractor. In such event, the termination shall be effective immediately upon receipt of the termination notice by the Contractor. Upon receipt of such termination notice, the Contractor must cease all activities on and at the Project Site except to the extent of work specified in the termination notice, which may include, without limitation, work necessary to eliminate dangerous conditions and render the Project Site safe and secure. The District shall compensate the Contractor in accordance with the Contract Documents for all Preliminary Work performed prior to termination and for performance of work specified in the termination notice; however, the District shall have no obligation to the Contractor whatsoever with

respect to any other portions of the Work that the Contractor would have performed pursuant to the Contract Documents but for the termination, including, without limitation, any obligation to compensate the Contractor for lost or foregone profits.

Section 6. Compensation to Contractor.

(a) **Guaranteed Maximum Price.** The compensation to the Contractor pursuant to the LLB Agreements shall not exceed a specific maximum amount in exchange for which, as described in more detail in Subsection (f) of this Section, the Contractor guarantees that it will perform all of its obligations pursuant to the LLB Agreements in strict accordance with the Contract Documents (the “Guaranteed Maximum Price” or “GMP”).

(b) **Preliminary Estimated GMP.** The preliminary estimate of the GMP payable to the Contractor pursuant to the LLB Agreements is \$ [REDACTED] (“Preliminary GMP”). The Preliminary GMP shall be adjusted as described in Subsection (c) of this Section to reflect amounts determined through competitive selection of Subcontractors. As noted, the Preliminary GMP is an estimate and it may vary from the GMP determined in accordance with Subsection (c) of this Section that, as adjusted in accordance with the Contract Documents, will be payable to the Contractor pursuant to the LLB Agreements.

(c) **Determining the Final GMP.** After completion of the competitive process required pursuant to this CSA for selection of the Subcontractors that will perform portions of the Work, the Parties shall determine the total amount of the GMP payable to the Contractor pursuant to the LLB Agreements (“Final GMP”). The Final GMP shall be based on adjustment of the Preliminary GMP to reflect the difference between the estimates of Subcontractors’ costs included in the Preliminary GMP and the actual Subcontractors’ costs determined through the applicable competitive process. In determining the Final GMP, the other components of the Preliminary GMP (including, without limitation, the cost of any Work self-performed by the Contractor) shall be deemed sufficient compensation to the Contractor and, although such components may be decreased as agreed by the Parties, such components shall not be increased. The Final GMP is subject to approval by the District Board if it exceeds the anticipated fiscal impact for the Project approved by the District Board at the time it approved the LLB Agreements. In the event the proposed Final GMP so exceeds the anticipated fiscal impact, and if the District Board does not approve the amount of the Final GMP as determined pursuant to this Subsection or if the District determines that it does or will not have sufficient funding to pay the Final GMP as so determined, the District may provide written notice to the Contractor to thereby terminate the LLB Agreements, in which case neither Party shall have any continuing obligations to the other Party pursuant to the LLB Agreements. The Final GMP, as it may be adjusted pursuant to this CSA, shall be deemed sufficient compensation to the Contractor for full and satisfactory completion of the Project and performance of its other obligations pursuant to the LLB Agreements, including, without limitation, the Contractor’s guarantee as described in Subsections (a) and (f) of this Section.

(d) **GMP Includes Contingency.**

(1) **Project Contingency.** The Final GMP shall be deemed to include a contingency amount for the benefit of the District that constitutes three percent of the Final GMP (“Project Contingency”). As directed by the District, the Project Contingency shall be used to pay costs

for which the District is or might be responsible and that are attributable to: (i) errors, omissions or other discrepancies in the Drawings and Specifications; (ii) changes in any applicable federal, State, or local laws, ordinances, codes, rules, regulations, standards, orders, and other requirements of any governmental and quasi-governmental entities with competent jurisdiction (each a "Legal Requirement") that adversely affect the performance of the Work; (iii) unknown site conditions not reasonably discoverable by the Contractor at any time prior to the Effective Date; (iv) fires, windstorms, floods, earthquakes or other acts of nature; (v) changes in the Work or increases in the cost of the Work resulting from any of the foregoing or other causes. Any portion of the Project Contingency remaining after completion of all Work shall be considered a savings and shall be split between the Parties with the District retaining seventy-five percent (75%) of the remaining amount and the Contractor receiving, as a performance incentive, the other twenty-five percent (25%) of the remaining amount.

(2) **Contractor Contingency.** In addition to the Project Contingency, the Final GMP shall be deemed to include a contingency amount to cover Contractor issues that constitutes three percent of the Final GMP ("Contractor Contingency"). The Contractor Contingency may be used to pay costs of miscellaneous work or items necessary for the Contractor to complete the Project, as requested by the Contractor, but subject to approval by the District. Any portion of the Contractor Contingency remaining after completion of all Work shall be considered a savings and shall be split between the Parties with the District retaining seventy-five percent (75%) of the remaining amount and the Contractor receiving, as a performance incentive, the other twenty-five percent (25%) of the remaining amount.

(e) **Adjustment and Payment of the Final GMP.** The Final GMP shall be subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the total amount of the adjusted Final GMP to the Contractor, in partial payments from time to time, as provided in the General Conditions. In no event shall the sum total of the Leaseback Payments payable to the Contractor pursuant to the LBA and the Construction Progress Payments payable to the Contractor pursuant to the General Conditions exceed the adjusted Final GMP.

(f) **Limitation on Compensation.** The District's sole and exclusive liability for compensating the Contractor for full and satisfactory performance of its obligations pursuant to the LLB Agreements shall be deemed and construed to be limited to an amount equal to the Final GMP as it may be adjusted in accordance with the LLB Agreements. The Contractor represents and guarantees that the Contractor can and shall satisfactorily and completely perform all of its obligations pursuant to the LLB Agreements, including, without limitation, performing all Work in strict accordance with the Contract Documents, without seeking funds from the District in excess of the adjusted Final GMP or requesting a redesign of the Work in order to reduce the Contractor's costs, and regardless of any anticipated or unanticipated increases in costs of labor, materials, equipment or other services or things necessary in connection with the Work, including, without limitation, as a result of necessary clean-up or other remediation of asbestos, lead or other hazardous materials described in Section 14 of the Site Lease.

(g) **Prepayment Option.** The District shall have the option at any and all times during the performance of the Work, in its sole discretion, to prepay some or all of the Final GMP. Notwithstanding anything to the contrary, no election by the District to exercise such option and no

such prepayment by the District shall be deemed or construed to release the Contractor from any of its obligations pursuant to the LLB Agreements.

Section 7. Contractor Insurance. The Contractor must comply with the insurance-related requirements set forth in Exhibit “E” attached to this CSA. Without limiting the foregoing, prior to commencing the Work, the Contractor must obtain and have in effect each and every policy of insurance required pursuant to Exhibit E (each an “Insurance Policy” and, collectively, the “Insurance Policies”). The Contractor must also ensure compliance by its Subcontractors with the applicable provisions of such insurance-related requirements. Except as the District may expressly consent in writing, the Contractor and each of its Subcontractors must maintain required Insurance Policies in full force and effect at all times prior to the Project Acceptance Date.

Section 8. Compliance With Labor Law Requirements. The Contractor acknowledges that: (i) the District will initiate and enforce a labor compliance program (“LCP”), or elements thereof, for the Project; (ii) the California Department of Industrial Relations (“DIR”) and/or the Compliance Monitoring Unit of the DIR’s Division of Labor Standards Enforcement (“CMU”) may provide certain labor-compliance services in connection with the Project, in accordance with the California Labor Code and Section 16450 *et seq.* of Title 8 of the California Code of Regulations, or other applicable law; or (iii) some combination of the foregoing or other alternatives may be required to ensure compliance with the Prevailing Wage Laws. In any event, the Contractor and all Subcontractors, at no additional cost to the District, must comply with all applicable labor-compliance-related requirements, regardless of how implemented, including, without limitation, requirements for payment of wages in accordance with the Prevailing Wage Laws, maintenance, inspection and submittal (electronically, as required) of payroll records, interview(s) of workers, *et cetera*. The Contractor, at no additional cost to the District, must cooperate with the DIR, the CMU, the District, and any District consultants in connection with the LCP or other labor compliance matters. The Contractor must make all Subcontractors aware of the foregoing requirements and must require that the Subcontractors comply with all labor-compliance-related requirements at no extra cost to the District. The District will coordinate and conduct a mandatory pre-construction conference, and the Contractor and each of its Subcontractors must attend the conference in order to ensure they are aware of applicable labor-law requirements.

Section 9. Disabled Veterans Business Enterprises. The District has adopted a goal for participation in the Project by disabled veterans business enterprises (“DVBE”) of three percent of the overall amount expended by the District for certain new-construction and modernization projects each year. In connection with the selection of Subcontractors pursuant to requirements set forth in the General Conditions, the Contractor must make reasonable efforts to obtain DVBE services for performance of all or some of the Work. Unless agreed otherwise by an Authorized District Representative, such efforts must include: (i) contacting and soliciting proposals from any DVBE that could perform any of the Work as are specified on any list of authorized or preferred Subcontractors maintained by the Contractor; and (ii) requiring that those submitting proposals as first-tier Subcontractors contact known DVBE that could perform any portion of the Work as second-tier Subcontractors. After the Subcontractors have been selected in accordance with the Contract Documents, the Contractor must complete, execute and submit to the District the “Certification of DVBE Compliance” form and the “DVBE Participation Statement” form, which are two of the Required Project Forms.

Section 10. Employee Background Checks. The District has considered the totality of the circumstances relating to the Work and the Project and determined that the requirements for criminal-history background checks set forth in Section 8.2 of the General Conditions shall be in effect and shall apply to any and all Work to be performed on, at or in the vicinity of the Project Site.

Section 11. Regular Working Hours. For purposes of Section 11.2 of the General Conditions, "Regular Working Hours" shall mean any day, Monday through Friday, commencing at or after such time, and ending by or prior to such time, as may be specified in either an applicable local ordinance or the Mitigation Monitoring Plan adopted by the District pursuant to the California Environmental Quality Act, whichever is more restrictive.

Section 12. Liquidated Damages. The agreed amount of the liquidated damages, applicable if the Contractor is responsible for any delay in completion as provided in Section 11.8 of the General Conditions, shall be \$1,500.00 for each day or portion thereof.

Section 13. Copies of Drawings and Specifications. The District will provide five copies of the Drawings and Specifications to the Contractor at no charge. The Contractor may obtain additional copies of the Drawings and Specifications at its sole cost and expense.

Section 14. Representatives and Contacts.

(a) **Authorized District Representatives.** The employees or consultants of the District who are authorized to represent the District in connection with the LLB Agreements (each an "Authorized District Representative") are identified in Exhibit "F" attached to this CSA, which also specifies their address and respective facsimile numbers. The authority of the Authorized District Representatives is subject to any limitations as are described in the LLB Agreements. The District may at any time change any of the Authorized District Representatives, and the District shall provide notice of any such change to the Contractor. Notwithstanding that the Project is being completed using the LLB construction delivery method, the District, in its sole discretion, may at any time contract for program management, construction management and/or other consultant services in connection with the Project, in which event some of the District's and/or Architect's duties in regard to the Project, as well as additional duties in regard to the Project, may be assigned to or otherwise performed by the program manager, construction manager or other consultant.

(b) **Authorized Contractor Representatives.** The officers and staff of the Contractor who are authorized to represent the Contractor for purposes of the LLB Agreements (each an "Authorized Contractor Representative") are identified in Exhibit F, which also specifies their address and respective facsimile numbers. The Contractor must ensure that the Authorized Contractor Representatives have such authority to represent the Contractor as required pursuant to the LLB Agreements. Subject to any applicable provisions of the Contract Documents, the Contractor may change any of the Authorized Contractor Representatives, and the Contractor shall provide notice of any such change to the District.

(c) **Architect Contacts.** The architect of record for the modernization of Building D at the School ("Architect") is identified in Exhibit F hereto. The officers and/or staff of the Architect who are authorized to represent the Architect in connection with the Project are also identified in

Exhibit F, together with their address and respective facsimile numbers. Subject to any applicable provisions of its agreement with the District, the Architect may change any of its representatives, and the Architect or the District shall provide notice of any such change to the Contractor.

Section 15. Modifications. Except as may be permitted by the Contract Documents, this CSA may be amended or otherwise modified only by means of a written agreement duly-approved, signed, and delivered by the Parties.

Section 16. Recitals and Exhibits. The Recitals set forth herein and the Exhibits referenced herein and attached hereto are hereby incorporated as operative and effective provisions of this CSA.

Section 17. Counterparts. This CSA may be signed in one or more counterparts, which, taken together, shall constitute one and the same original instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more original copies of this CSA bearing signatures of both Parties.

Section 18. Due Authority of Signatories. Each person signing this CSA represents and warrants that he or she has been duly authorized by appropriate action of the Party he or she represents to execute, and thereby bind such Party to, this CSA.

In Witness Whereof, the Parties have executed this CSA as evidenced by the signatures of their authorized representatives below.

William S. Hart Union High School District

[Insert Contractor Name]

By: _____
Thomas B. Cole, Chief
Operations Officer

By: _____
Print Name: _____
Print Title: _____

Approved as to Form

By: Bowie, Arneson, Wiles & Giannone,
Attorneys for the William S. Hart
Union High School District

By: _____
Brian W. Smith

EXHIBIT A
DESCRIPTION OF WORK

Part 1: Overall Scope of Work

The Work consists of all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods, and other services and things of any nature whatsoever as are expressly and impliedly necessary to timely and satisfactorily complete the Project in strict accordance with the LLB Agreements, the Drawings and Specifications prepared by the Architect and approved, to the extent applicable, by the DSA on October 21, 2011, pursuant to application number 03-113696, and all other Contract Documents for the Project, including any Contract Documents providing for changes to the initial scope of the Work or Project.

The Project includes, generally: (i) interior upgrades and other modifications to an existing building, approximately 19,000 square feet in area, that has been and will be used for industrial-arts educational programs; (ii) construction of an outdoor “auto yard” approximately 10,000 square feet in area, including, among other associated work, construction of a new accessory storage and utility room, and construction of a new exterior metal canopy shade structure; (iii) construction of a trash enclosure; (iv) construction of a masonry wall; (v) utilities upgrades; and (vi) demolition and replacement of paving and other associated site work; all as required by the Drawings and Specifications and other Contract Documents.

Part 2: Preliminary Scope of Work

Purchase or other acquisition of items and materials requiring lead time, including, without limitation, HVAC equipment, shop equipment, electrical switchgear, electrical lighting, metal doors and frames, and casework. Demolition, removal, replacement and/or installation of auto-shop vehicle lifts.

EXHIBIT B
REQUIRED CONTRACT FORMS

1. Certification Regarding Workers Compensation
2. Payment Bond
3. Performance Bond
4. Certification of Drug-Free and Tobacco-Free Workplace
5. Certification of Asbestos-Free Materials
6. Certification of Safety Program In-Place
7. Site Visit Certification Form
8. Certification of Employee Background
9. W-9
10. Iran Contracting Act Certification

EXHIBIT C
REQUIRED PROJECT FORMS

1. Certification of Final Inspection
2. Contractor Guarantee
3. Progress Payment Request
4. Certification of Progress Payment Request
5. Conditional Waiver and Release (Progress Payment)
6. Unconditional Waiver and Release (Progress Payment)
7. Conditional Waiver and Release (Final Payment)
8. Unconditional Waiver and Release (Final Payment)
9. Certification of DVBE Compliance
10. DVBE Participation Statement

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**PART 1
ACKNOWLEDGMENT, ORGANIZATION, AND
INTERPRETATION OF GENERAL CONDITIONS**

1.1 Contractor Acknowledgment of General Conditions. These General Conditions are an integral component of the Contract Documents. The Contractor: (i) acknowledges that it had the opportunity to review and seek clarification of any and all provisions of these General Conditions from the District and/or Architect; and (ii) acknowledges and agrees that the Contractor shall be deemed and construed to have read and that it fully understands these General Conditions.

1.2 Organization of General Conditions. These General Conditions are organized according to general subject matter. However, requirements applicable to any particular item, material, service, scope, *et cetera*, may be included in multiple provisions of these General Conditions. Therefore, unless expressly stated otherwise, the requirements of any one provision in these General Conditions shall not be deemed or construed to govern or apply exclusively over other provisions in these General Conditions applicable to the same item, material, service, scope, *et cetera*.

1.3 Guides for Interpreting General Conditions. As used in these General Conditions, “shall” and “must” shall be deemed and construed as mandatory, and “may” shall be deemed and construed as permissive. Any pronoun, term or phrase in these General Conditions that is stated in either the masculine or feminine sense (e.g., “materialman”), unless otherwise required by context, shall be interpreted as including both or either of such genders. Any reference in these General Conditions to a number of “days,” unless specified otherwise, shall mean consecutive calendar days. Any reference in these General Conditions to a number of hours, days, or other units of time, unless specified otherwise, shall mean, respectively, consecutive hours, days or other units of time. Language in these General Conditions to the effect that the Contractor or other person or entity is to provide or furnish something, or words to the same or similar effect, shall be deemed to mean that the thing must be “provided, complete in place,” “furnished and installed,” or otherwise incorporated into the Work and/or used as necessary to complete the Work and/or administer the Contract in accordance with the Contract Documents. For the convenience of the reader and in order to shorten the length of these General Conditions, capitalized terms are used in these General Conditions to designate defined terms. Each term or phrase that is not capitalized or defined shall be construed in accordance with the meaning commonly associated with such term or phrase within the State and region within which the Project is located.

1.4 Locations of Definitions of Capitalized Terms. For the convenience of the reader, the following table specifies the location in these General Conditions and other Contract Documents of the definitions of certain capitalized terms used in these General Conditions. A capitalized term may be used in the Contract Documents in advance of where in the Contract Documents the term is defined. The following table may not include all such capitalized terms and, therefore, should not be considered to be a comprehensive list of all such defined terms.

Defined Term	Location of Definition in General Conditions	Location of Definition in Other Contract Documents
Abnormal Weather	Subsection 11.3.2	
Accident Report	Section 9.6	
Architect		Subsection 14(c), CSA
Architect Field Directive	Section 15.3	

Defined Term	Location of Definition in General Conditions	Location of Definition in Other Contract Documents
As-Built Drawings and Specifications	Section 3.10	
Authorized Contractor Representative		Subsection 14(b), CSA
Authorized District Representative		Subsection 14(a), CSA
Cal-OSHA	Section 9.2	
Certification of Payment	Subsection 19.9.2	
Change Order	Section 15.2	
Change Order Cost	Section 15.8	
Change Order Request	Section 15.8	
Claim	Section 22.1	
Compensable Delay	Section 11.6	
Construction Change Directive	Subsection 15.1.3	
Construction Progress Payment	Section 19.11	
Contract		Subsection 3(a), CSA
Contract Documents	Section 4.1	
Contract Time		Subsection 5(b), CSA
County		Recital A, Site Lease
District Board		Recital B, Site Lease
District Indemnitee	Section 21.1	
Drawings		Subsection 3(b), CSA
DSA		Section 2, Site Lease
Emergency	Section 9.5	
Final GMP		Subsection 6(c), CSA
Guaranteed Maximum Price or GMP		Subsection 6(a), CSA
Guarantee Period	Section 18.4	
HCP	Section 13.2	
Inspector of Record	Section 2.3	
Job Superintendent	Subsection 3.4.1	
LCP		Section 8, CSA
Legal Requirement		Subsection 6(d), CSA
LLB Agreements		Recital E, Site Lease
Master Construction Schedule	Subsection 11.1.1	
MSDS	Section 13.2	
Non-Compensable Delay	Section 11.5	
Notice of Award		Section 4, CSA
Notice of Delay	Section 11.10	
Notice of Intent to Terminate for Cause	Subsection 20.2	
Notice to Proceed		Section 4, Site Lease
Notice of Termination for Convenience	Section 20.5	
NPDES Permit	Subsection 7.8.1	
OPSC		Section 2, Site Lease
OSHA	Section 9.2	
PCC Claims Procedures	Section 22.7	
Prevailing Wage Laws	Section 10.1	
Progress Payment Request	Subsection 19.6.1	
Progress Payment Review Meeting	Section 19.5	

Defined Term	Location of Definition in General Conditions	Location of Definition in Other Contract Documents
Project		Recital A, Site Lease
Project Acceptance Date	Section 16.8	
Project Site		Recital A, Site Lease
Rain Day	Subsection 11.3.1	
Records of the Work	Section 3.12	
Recovery Schedule	Subsection 11.1.4	
Regular Working Hours		Section 11, CSA
Remaining Work	Section 16.4	
Request for Proposal - RFP	Section 15.7	
Retention	Section 19.10	
RFI	Subsection 3.4.2	
SAB		Section 2, Site Lease
Safety Program	Section 9.2	
Schedule of Values	Section 19.1	
Specifications		Subsection 3(b), CSA
Specified Item	Section 12.1	
State		Recital A, Site Lease
Subcontract	Subsection 3.5.1	
Subcontractor	Subsection 3.5.1	
Substantial Completion Date	Section 17.1	
Surety Bonds	Section 6.1	
SWPPP	Subsection 7.8.1	
Trench Safety Plan	Section 9.3	
Work		Recital B, Site Lease
Work by Others	Section 4.2	

PART 2
DISTRICT ADMINISTRATION OF THE CONTRACT

2.1 Status of Authorized District Representatives. The Authorized District Representatives (i.e., those who are authorized to represent the District in connection with the Contract and the Project) are identified in Exhibit F to this CSA. The Contractor must not rely on any notice, order or other communication from the District that is not signed, given or directed by an Authorized District Representative, and even then, the Contractor must be aware of the limitations on authority of any Authorized District Representative as set forth in these General Conditions. The District Board may have delegated to one or more Authorized District Representatives the authority to approve changes in the Work costing up to a specific dollar amount and/or an amount not in excess of the limitations set forth in Public Contract Code Section 20118.4 and related policy of the District Board, BP 7220. The Contractor shall be responsible for verifying whether the District Board has delegated any such approval authority, as well as any limitations on such approval authority.

2.2 Services of Architect. The Architect will provide services in accordance with the agreement between the District and the Architect, including, without limitation, interpreting and deciding matters related to performance of the Work and requirements of the Contract Documents. The Architect's decisions

as to matters within its scope of authority, including, without limitation, matters relating to aesthetic effect, shall be final for the purposes of the Contractor proceeding with the Work.

2.3 Services of Inspector of Record. A DSA-certified construction inspector (“Inspector of Record”) will be responsible for continuously observing the Work in accordance with the requirements of Title 24 of the CCR. The Contractor must not perform any portion of the Work absent knowledge by the Inspector of Record that the Work is to occur, and the Contractor must not perform any of the Work that is to occur on the Project Site if the Inspector of Record is not present on the Project Site. The Contractor may not perform any of the Work on any federal or State holiday observed by the Inspector of Record, regardless of whether the Contractor or its Subcontractors observe such federal or State holiday. The Contractor shall, on an ongoing basis, keep the Inspector of Record fully informed regarding the progress and manner of the Work and the type and character of materials and equipment incorporated into the Work. The Contractor shall provide written notice to the Inspector of Record not later than forty-eight hours in advance of each special or other inspection required in connection with the Work.

2.4 Authority to Reject Non-Conforming Work. The District, Architect and Inspector of Record each have the authority to reject Work that does not conform to any requirement of the Contract Documents. If any portion of the Work potentially does not or will not conform to any requirement of the Contract Documents, or if otherwise necessary or advisable to ensure compliance with requirements of the Contract Documents, the District may require additional inspection or testing of Work, whether such Work is then fabricated, installed or completed. The costs of any such additional inspection or testing shall be paid as provided in Section 7.14 of these General Conditions. In no event shall the District, Architect or Inspector of Record be liable for any failure to identify and/or reject any Work that does not or will not conform to requirements of the Contract Documents, and no such failure shall be deemed or construed to relieve the Contractor from its obligation to complete the Work in accordance with the Contract Documents.

2.5 Authority to Stop or Suspend Work. The District, Architect and Inspector of Record each have the authority to stop or suspend some or all of the Work if: (i) they determine in their reasonable judgment that conditions are unsuitable for proceeding with the Work, including, without limitation, if harm or damage to persons or property reasonably may result if the Work were to proceed; (ii) the Contractor fails to correct defective Work as directed; or (iii) the Contractor fails to carry out the Work in a manner that ensures it will be completed in accordance with the Contract Documents. The Contractor shall immediately comply with, and shall cause each Subcontractor to immediately comply with, each order to stop or suspend the Work. The Contractor shall not permit the stopped or suspended portion of the Work to resume until so ordered. In no event shall the District, Architect or Inspector of Record be liable for any failure to identify situations in which the Work arguably should or could have been stopped or suspended, and no such failure shall be deemed or construed to relieve the Contractor from its obligation to complete the Work in accordance with the Contract Documents.

2.6 Contractor Must Cooperate and Provide Information. The Contractor must cooperate with the District, Architect and Inspector of Record, and must promptly upon request furnish to the District, Architect and/or Inspector of Record such information, as may be necessary for any of them to fully and adequately perform their duties in connection with the Project.

2.7 Contractor Responsibility for Additional Professional Services. If, due to any request, act, failure or default of the Contractor in connection with the Work or the performance pursuant to the Contract Documents by or on behalf of the Contractor, it is necessary for the District to provide or obtain professional

services in addition to what otherwise would be required in connection with the administration of the Contract, the District shall be entitled to reimbursement from the Contractor for any and all costs of such additional services. The District may deduct such costs from any amounts otherwise due to the Contractor in accordance with the Contract Documents or, if such amounts are insufficient, the Contractor shall pay the difference to the District.

PART 3
CONTRACTOR ADMINISTRATION OF THE CONTRACT

3.1 Public Works Project. The Project is being completed on the basis of a “Lease-Leaseback” construction delivery method as authorized pursuant to Education Code Section 17406. Nonetheless, the Project is a “public work” and “public project” within the meaning of various provisions of the Public Contract Code, Labor Code, Civil Code, and other applicable Legal Requirements. Therefore, the performance of the Work is subject to such requirements. The Contract Documents include various provisions relating to public works and public projects as provided by law, and the Contractor must thoroughly review and become familiar with the Contract Documents. However, the Contract Documents do not include comprehensive statements of all Legal Requirements applicable to public works and public projects, and the Contractor shall be deemed and construed to have acknowledged that fact by executing the LLB Agreements. In addition, in executing the LLB Agreements, the Contractor thereby represents and warrants that it is familiar and knowledgeable with respect to all Legal Requirements applicable to public works and public projects generally and to the Work specifically.

3.2 Status of Contractor.

3.2.1 Independent Contractor. For all purposes of the Contract, the Contractor shall be deemed and construed to be an independent contractor, not an officer, employee, partner, consultant, agent or other representative of the District. Concurrently with execution and delivery of the LLB Agreements, the Contractor shall provide to the District a completed “W-9” form, which is one of the Required Contract Forms. The District shall in no event be responsible or liable for any acts, omissions, liabilities or other obligations of the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work.

3.2.2 Contractor Investments in Iran. Subject to certain exceptions, the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) prohibits a party that engages in investment activities in Iran, as described in Public Contract Code Section 2202.5, from entering into any contract of \$1,000,000 or more for goods or services to be provided to a public entity. Concurrently with executing and delivering the LLB Agreements to the District, and as a condition to the LLB Agreements taking effect, and using the “Iran Contracting Act Certification” form, which is one of the Required Contract Forms, the Contractor must certify to the District that: (i) the Contractor is not identified on any list prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; (ii) the Contractor is not a financial institution that, for 45 days or more, extends \$20,000,000 or more in credit to any other person or entity identified on any list prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran; (iii) the District has exempted the Contractor from the prohibition after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract; or (iv) the Final GMP does not exceed \$1,000,000.

3.3 Contractor Solely Responsible for Work. Except as expressly provided in the Contract Documents, the Contractor shall be solely responsible and liable for: (i) the construction means, methods, techniques, and procedures employed in connection with the Work; (ii) as applicable, the fabrication, procurement, quality, quantity, shipment, delivery, receipt and installation of any materials, equipment, work or services incorporated into the Work; (iii) safety precautions and/or safety programs required in connection with the Work; (iv) the failure of the Contractor or any Subcontractor to carry out Work in accordance with the Contract Documents; and (v) acts or omissions of the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work. Without limiting the foregoing, the Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the Work, and all Work shall be solely at the Contractor's risk with the exception of damage to the Work in excess of five percent of the Final GMP caused by any tidal wave or earthquake in excess of 3.5 on the Richter Scale (which exception shall apply only if the damaged portion of the Work had been constructed or otherwise performed in accordance with the Contract Documents). The Contractor shall not be deemed or construed to be relieved, to any extent, from any responsibility for performance of any obligation pursuant to the Contract Documents because such obligation is being or will be performed by any Subcontractor.

3.4 On-Site Job Superintendent.

3.4.1 No Work if Not Present. At all times during which any portion of the Work is being performed, the Contractor shall have a superintendent for purposes of the Work ("Job Superintendent") present on the Project Site. No portion of the Work that is to occur on the Project Site may commence or continue to be performed if the Job Superintendent is not present at the Project Site, including, without limitation, at any time the Contractor is seeking approval of a replacement Job Superintendent.

3.4.2 Responsibilities and Authority. The Job Superintendent shall be the Contractor's representative for all purposes of the Work, and shall oversee, direct, and be responsible for the Contractor's operations on the Project Site and the performance of the Work. The Job Superintendent shall receive and accept all directives and other communications given to the Contractor by the District, Architect or Inspector of Record, which communications shall be binding on the Contractor as if given directly to the Contractor. During the course of the Work, only the Job Superintendent shall be permitted, as provided in Section 4.6 of these General Conditions, to submit any requests for information regarding the Work or the Contract Documents (each an "RFI"), regardless of whether the request originated with the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work. Each and every act and decision of the Job Superintendent shall be deemed and construed to be an act and decision of the Contractor and shall bind the Contractor. Prior to commencing any portion of the Work, the Contractor must take whatever action(s) as may be necessary to authorize the Job Superintendent to the extent provided in this Subsection.

3.5 Selecting and Contracting with Subcontractors.

3.5.1 Written Subcontracts Required. For purposes of the Contract, each person and entity that will perform, pursuant to direct or indirect agreement with the Contractor (i.e., of any tier), any portion of the Work or supply, manufacture or fabricate any materials, equipment, and/or other things to be specially designed, made and/or worked in connection with the Work is referred to in these General Conditions as a "Subcontractor." The Contractor shall enter into appropriate, written contracts (each a "Subcontract") with each first-tier Subcontractor. In addition to any other requirements therein, each Subcontract must provide that: (i) the District is an intended third-party beneficiary of the Subcontract; and

(ii) upon termination of the Contractor's right to perform the Work, the District may, in its sole discretion, assume the Subcontract in order to continue the Work to be performed by such Subcontractor. No Subcontract or provision thereof shall be deemed or construed to constitute a limitation or waiver of any right of the District pursuant to the Contract Documents.

3.5.2 Selection of Subcontractors.

3.5.2.1 Informal Selection Process. The Contractor must implement an informal bidding or proposal process for selection of Subcontractors, established by the Contractor and approved by the District, to assist in fostering competition and ensuring reasonable pricing of the Work. Unless the District approves alternate procedures, the Contractor must obtain bids or proposals from at least three experienced, knowledgeable, reputable and responsible contractors for each trade or other distinct component of the Work that will not be performed by the Contractor using its own forces. The bidding or proposal process must be competitive, fair and unbiased. Unless the District requires advertising for bids, the Contractor must confer with the District regarding the contractors from which the Contractor will seek bids or proposals, and such contractors must be selected by agreement of the Parties. The Contractor shall inform all contractors from which it seeks bids or proposals that the District will not be a party to any contracts with the selected Subcontractors. The Contractor shall notify and permit the District to be present for opening of bids and/or proposals, to review the bids and/or proposals upon opening and at any reasonable time thereafter, and to make the bids and/or proposals available for public review. The Contractor shall review each bid and proposal and ensure that it fully encompasses the scope of work intended for the applicable portion of the Work.

3.5.2.2 Balance of Cost and Other Factors. The Parties intend that the process for selection of Subcontractors shall take into consideration the cost of the Work and other factors important to timely and efficient completion of the Work. Therefore, if the Contractor proposes to use other than the contractor with the monetarily-lowest bid or proposal for any trade or other component of the Work, the Contractor shall document in reasonably-detailed writing to the District all reasons for using other than the contractor with the monetarily-lowest bid or proposal and, in conjunction therewith, shall provide to the District any documentation in support of such reasons. The Parties may agree to seek additional or new bids or proposals for any trade or other component of the Work if necessary or advisable in the best interests of the Project and the District, including, without limitation, if any selected contractor fails or refuses to enter into a Subcontract.

3.5.2.3 Contracting with Selected Subcontractors. Upon the Parties agreeing on the final selection of Subcontractors for the Project, the Contractor must provide a list of such Subcontractors to the District. Each Subcontractor that will perform any portion of the Work, to the extent required by any applicable Legal Requirement, must be duly and appropriately licensed by the Contractors State License Board prior to commencing such portion of the work. Within five days of entering into any Subcontract, the Contractor must provide to the District a copy of the Subcontract, including, without limitation, any exhibits and/or attachments thereto.

3.5.2.4 Replacement of Subcontractors. Upon showing of good cause by the Contractor, the District shall permit the Contractor to replace any Subcontractor as provided in this Subsection. If the Contractor proposes to replace any Subcontractor, the Contractor must set forth in a reasonably-detailed written request to the District all reasons for replacing the Subcontractor and, in conjunction therewith, shall provide to the District any documentation in support of such reasons. The District shall not unreasonably deny, withhold or condition its consent to replace any Subcontractor. Except

if the District in its discretion consents in writing, or except in the event of an Emergency that reasonably makes it impractical or infeasible, the Contractor shall select the replacement Subcontractor using the procedures set forth in Subsection 3.5.2 above.

3.6 Subcontractors Have No Contractual Privity with District. Nothing in the Contract Documents or any Subcontract shall be deemed or construed to create any contractual relationship between the District and any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work. The Contractor is and shall remain fully responsible and liable to the District for all acts and omissions of any and all Subcontractors, materialmen, or other individuals or entities that furnish any labor, materials, services, goods or other things on behalf of the Contractor and in connection with the Work, and their respective contractors, employees, agents and other representatives.

3.7 Prohibition Against Unlawful Discrimination. In connection with the LLB Agreements and performance of the Work, including, without limitation, in regard to their employment practices, the Contractor and each Subcontractor of every tier must comply with, and must not discriminate or provide preferential treatment in violation of, any and all applicable federal, State and other anti-discrimination laws, rules, regulations and requirements, as amended from time to time, including, but not limited to:

- (i) The Fair Employment and Housing Act (Cal. Gov. Code Section 12900 *et seq.*);
- (ii) The Unruh Civil Rights Act (Civil Code Section 51 *et seq.*);
- (iii) California Government Code Section 11135 *et seq.*;
- (iv) California Labor Code Section 1101 *et seq.*;
- (v) California Labor Code Section 1735;
- (vi) The Federal Civil Rights Act of 1964 (42 U.S.C. Section 2000e *et seq.*);
- (vii) The Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*);
- (viii) The Age Discrimination in Employment Act (29 U.S.C. Section 621 *et seq.*);
- (ix) The Rehabilitation Act of 1973 (29 U.S.C. Section 701 *et seq.*); and
- (x) Presidential Executive Order 11246.

3.8 Contractor Responsible for Subcontractor Compliance. Each Subcontractor and other person or entity on, at or in the vicinity of the Project Site on account of the Work must comply with all applicable provisions of these General Conditions (including, without limitation, standards of behavior), notwithstanding that: (i) various obligations set forth in these General Conditions are characterized as the Contractor's obligations; or (ii) the Contractor is expressly responsible in accordance with various provisions of these General Conditions for including certain obligations in its agreements with Subcontractors and others. The Contractor must ensure that each Subcontractor is aware of and understands: (i) the respective authority of the District, Architect and Inspector of Record pursuant to the Contract Documents; (ii) all

general requirements set forth in these General Conditions and other Contract Documents that are applicable to the Subcontractor; and (iii) that Public Contract Code Section 4100 *et seq.* does not apply to the Work because it is being performed on a lease-leaseback basis pursuant to Education Code Section 17406. In no event shall the failure of any such Subcontractor to have any such awareness and/or understanding be deemed or construed to constitute a basis or excusable cause for any extension of the Contract Time or increase in the Final GMP. The Contractor shall be responsible and liable for any and all costs and/or delays arising from any failure by the Contractor to comply with the foregoing obligations.

3.9 Contractor Must Maintain Reference Materials at Project Site. The Contractor shall maintain in good order at the Project Site: (i) the As-Built Drawings and Specifications, and copies of all addenda, Bulletins, Interpretations, Clarifications, Change Orders, Architect Field Directives, Construction Change Directives, and other documents that modify, illustrate or explain the Contract; and (ii) one copy each of all approved shop drawings, product data sheets, samples, and similar submittals of the Contractor. The Contractor must continuously update or otherwise maintain current versions of such reference materials. Upon request, the Contractor must make any or all such reference materials available to the District, Architect and/or Inspector of Record.

3.10 As-Built Drawings and Specifications. During the course of performing the Work, the Contractor must, in accordance with the Architect's instructions, carefully and accurately illustrate, locate, dimension, note or otherwise describe on one full-size set of the Drawings and Specifications ("As-Built Drawings and Specifications") any and all deviations, corrections, deletions, additions, enhancements, expansions and/or clarifications of, from, or to the Work initially prescribed or shown in the Drawings and Specifications. Not as a limitation on the foregoing, the As-Built Drawings and Specifications must illustrate and/or specify any and all: (i) Work performed or completed differently than as initially shown or required; (ii) changes ordered pursuant to Architect Field Directives, Construction Change Directives and/or Change Orders; (iii) authorized substitutions of Specified Items; (iv) final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant elements of the Work; and (v) all existing improvements, including, without limitation, any existing substructures, encountered during the performance of the Work that were not demolished or otherwise removed or relocated. No applicable portion of the Work shall be permanently sealed or covered until all required information has been recorded for purposes of preparing the As-Built Drawings and Specifications.

3.11 Updates to As-Built Drawings and Specifications. At each Progress Payment Review Meeting, the Contractor must submit, for approval, three copies of each sheet and/or page of the As-Built Drawings and Specifications showing all changes made since the Contractor submitted the immediately preceding Progress Payment Request. Each update of the As-Built Drawings and Specifications is subject to approval by the Architect and the Inspector of Record, and the Contractor must promptly revise the updated As-Built Drawings and Specifications if required. The approval of the updated As-Built Drawings and Specifications, and certification by the Contractor that the updated As-Built Drawings and Specifications fully and accurately reflect the Work as actually completed and in progress as of the end of the period covered by the associated Progress Payment Request, shall be condition precedents to payment to the Contractor pursuant to such Progress Payment Request.

3.12 Contractor Must Maintain Records of the Work. The Contractor shall prepare, update and maintain on file, in its principal office, records of the Work containing all significant documentation related to the Work ("Records of the Work"), including, without limitation, copies of each Contract Document, Change Order, Architect Field Directive, Construction Change Directive, shop drawing, product data sheet, sample,

submittal, approval, RFI, invoice, payment receipt, conditional waiver, unconditional waiver, punch-list, *et cetera*. The Contractor shall organize and maintain the Records of the Work in a logical manner, based on subject matter and/or portion of the Work and chronologically.

3.13 Review and Audit of Records of the Work. In accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District, DSA, SAB and OPSC each hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall preserve and retain all such Records of the Work for a period of four years commencing upon final payment to the Contractor pursuant to the Contract or, if an examination, review or audit is commenced but not completed within such four-year period, until such examination, review or audit has been completed. The Contractor, upon request, shall make the Records of the Work available for the purposes described in this Section at all reasonable times during the period the Contractor is required to preserve and maintain the Records of the Work.

PART 4 THE CONTRACT AND CONTRACT DOCUMENTS

4.1 Construing the Contract Documents. The “Contract Documents” consist of all documents that establish the entire understanding and agreement between the District and the Contractor, regardless of when prepared or entered into, including, without limitation, the documents described in Section 3 of the Construction Services Agreement. The Contract Documents are intended to be complementary and, as described herein, inclusive of the Work to be completed by the Contractor. The Contract Documents are to be construed collectively as a whole; therefore, any item of Work required by any one or more of the Contract Documents, but not required by others, shall be provided by Contractor as if specifically required by each of the Contract Documents. However, if there is an inconsistency in the requirements of the Contract Documents, then: (i) the Construction Services Agreement shall be deemed and construed to govern over the General Conditions; (ii) the General Conditions shall be deemed and construed to govern over the Drawings and Specifications; (iii) the Specifications shall be deemed and construed to govern over the Drawings as to materials, workmanship, and installation procedures; and (iv) a requirement in the Specifications that is more stringent, requires a higher quality and/or requires a greater quantity shall be deemed and construed to govern over other requirements in the Specifications.

4.2 Work to be Inferred from Contract Documents. The Drawings, Specifications and other Contract Documents may not specifically illustrate or describe every item of Work required to complete the Contractor’s scope of work and to deliver to the District a complete Project. The Contract Documents are intended to sufficiently describe the Work required so that the Contractor may determine the materials, labor, services and other things of any nature required for the proper execution and completion of the Work, including, without limitation, any requirements for materials, labor, services or other things that should be inferred from the Contract Documents. Therefore, in addition to completing all Work as expressly illustrated or described in the Contract Documents, the Contractor shall be responsible for providing all materials, labor, services, and other things of any nature necessary to complete the Work as may be inferred from the Contract Documents so that, in conjunction with any work in connection with the Project contracted for by the District or work accomplished using the District’s own forces (“Work by Others”), the District receives a fully complete and operational Project as intended.

4.3 Geotechnical and Soils Reports. The District or Architect may determine that obtaining geotechnical services and/or a soils report is required or advisable in connection with the Project. In such event, the District, at its expense, may provide copies of the geotechnical and/or soils reports to the Contractor. However, if the District provides any such report to the Contractor, the report in no event shall be deemed or construed to be part of the Contract Documents, and such report shall be deemed and construed as being provided solely for the convenience of, and as supplementary information to, the Contractor. The District shall not be deemed or construed to have made any representation or warranty as to the information or recommendations set forth in any geotechnical and/or soils reports provided by the District in connection with the Project, or as to the soils, groundwater, or other surface and subsurface conditions of the Project Site. The information included in any such report shall be deemed and construed as approximate only, and the Contractor shall be responsible for inspecting and verifying the actual conditions of the Project Site.

4.4 Contractor Must Know and Understand Applicable Legal Requirements. The Contractor is hereby required to, and shall be deemed for all purposes of the Contract to, be aware of, know and understand all Legal Requirements applicable to public works projects generally and to the Work specifically. Therefore, each and every Legal Requirement that is, or is required to be, set forth or summarized in the Contract Documents that, for any reason, is omitted from, or is incorrectly set forth or summarized in, the Contract Documents, shall nonetheless be deemed to be included in the Contract Documents, and the Contract shall be construed and enforced as though such omitted or incorrect provision were properly and correctly set forth in the Contract Documents.

4.5 Pre-Construction Review of Contract Documents. Prior to when required to initially proceed with the Work, the Contractor shall complete a careful and detailed review of all Contract Documents in order to: (i) determine and confirm all materials, labor, services and other things of any nature required to fully complete the Work in accordance with the Contract Documents; (ii) determine whether there are any errors, inconsistencies, conflicts, ambiguities, omissions, or lack of sufficient detail or explanation in the Drawings, Specifications or other Contract Documents; (iii) determine whether the requirements of the Drawings, Specifications and other Contract Documents conform with all Legal Requirements applicable to the Work, including, without limitation, Title 21 and Title 24 of the CCR, applicable building codes, and utility-company requirements. The Contractor must provide prompt written notice to the District and the Architect if the Contractor perceives any issues as described in the foregoing clauses (ii) or (iii). Neither the requirements of this Section, nor any delay by the Contractor in complying with such requirements, shall be deemed to relieve the Contractor from complying with requirements for commencing and/or completing the Work, and Contractor shall schedule and complete its pre-construction activities to accommodate the review required pursuant to this Section. Aside from its review obligations pursuant to this Section 4.5, nothing in the Contract Documents shall be deemed or construed to make the Contractor responsible for any errors or omissions in any portion of the Plans and Specifications or other design documents for the Project prepared by or under the direction of the Architect.

4.6 Requests for Information. To the extent reasonable, the Contractor may submit to the Architect one or more RFIs, in writing. The Contractor must provide copies of each RFI to the District and the Inspector of Record. The Contractor must submit an RFI sufficiently in advance as will avoid and/or prevent any delays in the Work or any Work by Others. Each RFI must: (i) identify the specific portion of the Contract Documents that is the subject of the RFI, including, without limitation, Drawing and detail number, Specification section, page number, *et cetera*; (ii) describe in reasonable detail what the Contractor does not understand, what the Contractor believes is not sufficiently detailed or provided for, or other matter that is

the subject of the RFI; and (iii) describe the Contractor's interpretation or suggested resolution of the matter that is the subject of the RFI. The Architect will respond in writing to each sufficiently-detailed RFI within ten days or such other reasonable time as will be dependent on the number of then-pending RFIs, the complexity of the issues raised by any RFIs, the relative importance or priority of the RFIs, *et cetera*.

4.7 Costs of Erroneous or Non-Conforming Work. If the Contractor or any Subcontractor performs any portion of the Work that does not comply with the Contract Documents or applicable Legal Requirements, the Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction, without increase or adjustment to the Final GMP or the time for performance.

4.8 Ownership and Rights to Contract Documents. For all purposes related to the Contract, the Drawings, Specifications and other Contract Documents are deemed to be and shall remain the property of the District. Except for the District and, to the extent provided in its agreement with the District, the Architect, no person or entity (including, without limitation, the Contractor and anyone performing any work or services pursuant to the Contract on behalf of the Contractor) may own or claim a copyright in the Drawings, Specifications or other Contract Documents. Neither the Contractor, nor any other person or entity other than the District, may use any of the Contract Documents for any purpose other than in connection with the Work. Upon final completion and acceptance of the Project in accordance with Section 16.8 of these General Conditions, the Contractor must return to the District all originals and copies of any and all of the Contract Documents, except that the Contractor may retain one complete set of the Contract Documents for the Contractor's records.

PART 5 SUBMITTALS

5.1 General Requirements for Submittals. The Contractor is responsible for submitting to the Architect any and all shop drawings, samples, deferred approvals, and other submittals required pursuant to the Contract Documents, including, without limitation, any submittals prepared or otherwise provided by or on behalf of any Subcontractor. A Subcontractor may provide a submittal directly to the Architect only upon written consent of the Architect obtained by the Contractor, but the Contractor shall retain responsibility for full compliance with the requirements of this Part 5. The Contractor must submit each submittal accompanied by a separate transmittal letter for each submittal item or group of items for which a submittal is required pursuant to the Contract Documents. Each submittal, and the transmittal letter and other information submitted with the submittal, must be legible in all respects. All shop drawings, samples, deferred approvals, and other submittals required pursuant to the Contract Documents shall be deemed and construed to become property of the District upon submittal to the Architect pursuant to this Part 5. The Contractor may not use the submittal process, in lieu of complying with the procedures for substitution set forth in Part 12 of these General Conditions, to request substitution of any Specified Item.

5.2 Contractor Must Identify Deviations from Contract Requirements. If a shop drawing, sample, deferred approval or other submittal required pursuant to the Contract Documents does not conform in every respect with all requirements of the Contract Documents (including, without limitation, any qualification of, modification of, or other deviation from such requirements), such deviation must be expressly identified and explained in detail in the submittal, noted in the accompanying transmittal letter, and, as applicable, identified by "clouding" on the submittal.

5.3 Review and Approval of Submittals. The Architect shall review all shop drawings, samples and other submittals required pursuant to the Contract Documents and, as applicable, require additional information, require correction and resubmittal, and/or approve the submittals. The Contractor must make all corrections required by the Architect and must resubmit the revised submittal to the Architect within the time specified by the Architect. In no event shall the review and/or approval of any submittal be deemed or construed to: (i) constitute verification or approval of any specific dimensions, field conditions or quantities; (ii) constitute a comprehensive analysis and verification that the submittal is free of all errors and deficiencies; (iii) relieve the Contractor from responsibility for any deviation in the submittal from the requirements of the Contract Documents that was not expressly stated in the submittal as being a deviation from such requirements; (iv) relieve the Contractor from responsibility for any error or deficiency in the submittal not within the scope of review and approval; (v) relieve the Contractor from responsibility for any deficiency in the Work, any failure to coordinate or ensure that the item(s) fit with other portions of the Work or any Work by Others, or any other failure to perform the Work in accordance with the Contract Documents; or (vi) relieve the Contractor from any responsibility for violation of any patent or other right of any person or entity.

5.4 No Work or Deliveries Permitted Absent Approved Submittals. In no event may the Contractor commence any portion of the Work that requires any shop drawing, sample or other submittal pursuant to the Contract Documents, unless and until the Architect has reviewed and approved the submittal in accordance with this Part 5. In addition, if DSA approval is required for any submittal, the Contractor may not commence the portion of the Work requiring the submittal unless and until: (i) the Architect has obtained the required DSA approval; or (ii) the District and Architect direct the Contractor, in writing, to commence such portion of the Work.

PART 6 PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

6.1 Surety Bonds a Condition Precedent to Commencing the Work. Within seven days of the date of the Notice of Award, the Contractor must provide to the District: (i) a material and labor payment bond to ensure satisfaction of any claims of materials suppliers and of mechanics and laborers employed in connection with the Work ("Payment Bond"); and (ii) a bond to ensure faithful (including, without limitation, timely) performance by the Contractor of its obligations pursuant to the Contract Documents ("Performance Bond"). The Payment Bond and the Performance Bond (each a "Surety Bond") must be in the forms provided by the District as one of the Required Contract Forms or, in the District's sole discretion, may be in such forms as are approved by the District in advance of the Contractor commencing the Work. Neither of the Surety Bonds shall have a stated expiration date, and each shall remain in effect at all times that Contractor has any obligation pursuant to the Contract.

6.2 Penal Sums of Surety Bonds. Each Surety Bond initially must have a penal sum equal to the Final GMP. If the Final GMP is increased in accordance with the Contract Documents, then, within seven days after such increase, the Contractor must increase the amount of each of the Surety Bonds to equal the total increased Final GMP. In addition, the Contractor shall review and renew or amend either or both of the Surety Bonds within seven days after receiving notice from the District that either or both have become insufficient.

6.3 Surety Qualifications. The Surety Bonds must be issued by one or more sureties that are each authorized and admitted to transact business in the State in accordance with Code of Civil Procedure

Section 995.120. Each Surety Bond must be signed by the duly-authorized representatives of both the Contractor and the surety, and the signatures must be notarized. In addition, for each Surety Bond, the Contractor must provide to the District: (i) a print-out of information from the website of the Department of Insurance confirming that the surety is an admitted surety insurer; or (ii) a certificate from the Clerk of the County that the surety is an admitted surety insurer. Such print-out or certificate must be attached to the applicable Surety Bond when submitted to the District. In addition, the Contractor must provide to the District with the Performance Bond such documentation as reasonably evidences that the surety that has issued the Performance Bond has an A.M. Best Company financial strength rating of at least A- (A minus). Should any surety lose its status as a State-admitted surety, the Contractor shall immediately provide written notice thereof to the District, and the District shall make no further payments to the Contractor pursuant to the Contract Documents until such time as the surety regains its status or the Contractor obtains and the District qualifies and approves a substitute surety.

PART 7
PERFORMANCE OF THE WORK GENERALLY

7.1 Contractor Awareness of Existing Site Conditions. During the period leading up to the Parties entering into this CSA, the Contractor had opportunities to inspect the Project Site and become fully acquainted with the conditions under which the Work will be performed and to fully understand the facilities, difficulties, restrictions and requirements attendant to the performance of the Work on and at the Project Site. By entering into this CSA, the Contractor shall be deemed and construed to have so inspected the Project Site and to know and understand the conditions of the Project Site existing as of the Effective Date. Concurrently with execution and delivery of the LLB Agreements, the Contractor shall certify in writing to the District, using the "Site Visit Certification" form, which is one of the Required Contract Forms, that the Contractor has so inspected the Project Site and knows and understands the conditions of the Project Site existing as of the date of this CSA. Therefore, the Contractor shall not be relieved of any obligation pursuant to the Contract as a result of any failure by the Contractor: (i) to know or understand all such existing conditions; (ii) to have discovered or learned of any such existing condition; or (iii) to have correctly ascertained the existence, extent, scope, magnitude, or limitations of any such existing condition. Except as expressly provided in the Contract Documents, the Contractor shall not be entitled to any additional compensation in connection with the Project as a result of any condition of, at, or in the immediate vicinity of the Project Site that differs from what the Contractor may have anticipated.

7.2 Contractor Must Furnish Everything Required. Except to the extent the Contract Documents expressly provide otherwise, the Contractor must obtain, furnish, or otherwise make available or have in effect, all at its own cost, any and all labor and other services, materials (including, without limitation, any that will not be incorporated into the Work), systems and building equipment, tools, construction equipment and machinery, heat, air conditioning, water, electricity, other utilities, transportation, temporary and permanent facilities, permits and licenses, layout, surveys and other things as are necessary or convenient for the Contractor to undertake and properly complete the Work in accordance with the Contract Documents, including, without limitation, all assemblies and systems specified in the Contract Documents and anything that is not specified in, but that reasonably may be inferred from, the Contract Documents as described in Section 4.2 of these General Conditions. The Contractor shall be solely responsible and liable for paying all applicable federal, State, and local taxes and other charges assessed or levied on or in connection with such labor, materials, and other services and things. For purposes of the Contract, the Work includes each and every obligation described or otherwise specified in the Contract Documents that must be undertaken, performed and completed by the Contractor in connection with the Project, including, without

limitation: (i) any Work inferred as provided in Section 4.2 of these General Conditions; and (ii) any Work performed on behalf of the Contractor by any Subcontractor or other person or entity.

7.3 Contractor Responsible for Permits and Fees. Except for initial DSA approval of the Drawings and Specifications, the Contractor shall not assume that the District or some other Party has obtained any and all permits, licenses, approvals, and inspections, or paid any and all fees and other costs, necessary for the Contractor to perform the Work. The Contractor must ascertain for itself whether any permits, licenses, approvals or inspections must be obtained, or any fees or other costs paid, in order for the Contractor to properly and legally perform the Work. Unless the Contract Documents expressly provide otherwise, the Contractor must complete the application processes (including, as required, obtaining the signature of an Authorized District Representative on any such application) and obtain all permits, licenses and similar authorizations that are necessary for or in connection with performance of the Work, including, without limitation, any construction, encroachment, or other permits necessary for off-site improvements and utility facilities. The Contractor shall be responsible for ensuring that it and each Subcontractor has applied for, obtained, and maintains in effect at all times during the performance of the Work, any and all permits and licenses as are required by applicable Legal Requirements to be in effect in connection with performance of the Work. As between the District and the Contractor, the Contractor shall be solely responsible for paying the costs of all such permits, licenses, and authorizations, including, without limitation: (i) fees for any business, contractor's, or other license or permit required for the Contractor to conduct its business; (ii) any filing and plan-check fees for deferred approvals or other approvals that the Contractor must obtain in accordance with the Contract Documents; and (iii) any royalties and/or license fees arising from the use of any material, machine, method or process used in performing the Work.

7.4 Contractor Must Comply with Applicable Legal Requirements. At all times during and in connection with performance of the Work, the Contractor must fully comply with, give any and all notices required by, and undertake any and all actions required pursuant to, all applicable Legal Requirements, including, without limitation, applicable building, mechanical, plumbing, fire and other codes. The Contractor shall be solely responsible and liable for any failure to comply with such requirements in connection with the Work, and shall bear the cost of any and all delays and/or additional work arising from any such failure, including without limitation, any costs and/or delays arising from any stop-work order issued by the DSA as a result of the Contractor failing to perform the Work in compliance with applicable Legal Requirements.

7.5 Coordination of the Work. The Contractor must: (i) appropriately and adequately coordinate and time the various portions of the Work to ensure that all Work is properly completed within the time(s) required pursuant to the Master Construction Schedule; and (ii) determine when completed or in-progress portions of the Work are sufficient and ready for subsequent portions of the Work. The Contractor must coordinate, time and perform all portions of the Work so as to avoid and/or prevent any interference with any Work by Others. The Contractor must at all times furnish a sufficient number of workers to ensure that the Work is efficiently and timely undertaken and completed in accordance with the Master Construction Schedule. The Contractor shall permit the Work to be performed only by workers who are appropriately qualified and skilled in the work assigned to them. Notwithstanding the foregoing, apprentices may perform portions of the Work if enrolled in an appropriate apprenticeship program and appropriately supervised at all times during performance of such portions of the Work.

7.6 Impacts of Work by Others. The District, in its sole discretion, may: (i) enter into other contracts to provide for Work by Others in connection with the Project, or may perform any such Work by Others using its own forces and/or (ii) provide for phasing of various portions of the Project. The Contractor

must ascertain for itself the overall scope and nature of the Project, the scope and nature of any Work by Others required to complete the Project and the potential impacts of any Work by Others on the coordination, timing, scheduling, and performance of the Work, including, without limitation, the impacts of any phasing of the Project. The Contractor must accommodate all such potential impacts, and shall be deemed and construed to have accommodated all such potential impacts, when: (i) preparing the proposed Master Construction Schedule; (ii) coordinating, timing, and scheduling the Work; and (iii) performing the Work. If the Contractor believes that any delay in any Work by Others has caused or resulted in any unreasonable delay and/or unreasonably increases the cost of performing the Work, the Contractor may provide notice and a request for Change Order as provided in Sections 11.10 and 11.11, respectively, of these General Conditions.

7.7 Contractor Must Preserve Survey Monuments and Markers. At all times prior to completion of the Work, the Contractor must employ reasonable caution to avoid removing, dislocating, covering or otherwise disturbing any survey monuments, stakes, markers, devices, or implements. In the event any such monument, stake, marker, device, or implement is disturbed by any person on, at or in the vicinity of the Project Site on account of the Work, regardless of whether due to negligence, accident or other cause, the Contractor shall be solely responsible and liable for all costs and/or delays attributable to such disturbance, including, without limitation, costs of replacement and/or other correction by a licensed land surveyor or registered civil engineer and any necessary compliance with requirements to file records thereof with appropriate governmental authorities.

7.8 NPDES Permit and SWPPP.

7.8.1 District to Obtain Coverage. The District shall be responsible for obtaining any required coverage for the Project from the State Water Resources Control Board under the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (“NPDES Permit”), including, without limitation, filing the required “Permit Registration Documents,” which includes a Notice of Intent, Storm Water Pollution Prevention Plan (“SWPPP”), and other compliance related documents. The District may contract with a consultant for the preparation and processing of some or all of such documents, including, without limitation, the SWPPP.

7.8.2 Implementation and Compliance. If applicable, the Contractor must not commence work on the Project until the District has provided a copy of the NPDES Permit and the SWPPP to the Contractor, and it shall be the Contractor's responsibility to incorporate such requirements into all subcontracts on the Project. The Contractor shall be responsible for implementing and complying with the provisions of the NPDES Permit and the SWPPP, including, without limitation, the standard provisions, monitoring and reporting requirements as required by the NPDES Permit. The Contractor shall provide copies of all reports and monitoring information to the District and Architect. The Final GMP shall be deemed and construed to include compensation to the Contractor for all costs of compliance with specified requirements of the NPDES Permit and SWPPP. The Contractor shall be responsible for removal and clean-up of all run-off and other control measures upon completion of the Work.

7.8.3 Consequences of Failure to Comply. Failure to comply with the NPDES Permit is in violation of federal and State law. The Contractor shall be solely responsible and liable for any and all costs and/or delays arising from any failure of the Contractor to comply with any of the requirements described in this Section.

7.9 Contractor Must Comply with Run-Off Control Requirements. At all times during performance of the Work, the Contractor must comply with any and all other lawful requirements of the State Water Resources Control Board, the County or other applicable municipality, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including, without limitation, applicable requirements in municipal storm water management programs. The Contractor must ascertain for itself the requirements applicable to the Work and the Project. The Contractor shall be solely responsible and liable for any and all costs and/or delays arising from any failure of the Contractor to comply with any of the requirements described in this Section.

7.10 Contractor Must Not Disturb Run-Off Control Measures. Except for removal upon completion of all other Work, the Contractor must not remove, relocate, damage, destroy or otherwise disturb any on-site or off-site erosion and/or run-off control measures established in connection with the Project. The Contractor must replace and/or restore any such control measures disturbed by any person or entity on, at or in the vicinity of the Project Site on account of the Work. The Contractor shall be solely responsible and liable for any and all costs and/or delays arising from any failure of the Contractor to comply with any of the requirements described in this Section.

7.11 Contractor Must Protect Site and Existing Improvements. At all times prior to completion of the Work, the Contractor must adequately secure, preserve and protect all: (i) completed and in-progress portions of the Work; (ii) materials and equipment used in connection with the Work; (iii) all Work by Others and other existing improvements in the immediate vicinity of, affected by, or receiving any portion(s) of, the Work; and (iv) the portion(s) of the Project Site in the vicinity of the Work. The Contractor must promptly repair, replace or otherwise correct any damage to property caused by the Contractor or any other person or entity performing any of the Work or, alternatively, the District may cause any such damaged property to be repaired, replaced or otherwise corrected by another party at the Contractor's expense.

7.12 Requirements for Cuts, Patches and Attachments. The Contractor must obtain the written consent of the Architect prior to: (i) cutting and/or patching any completed portions of the Work, any Work by Others, or existing improvements on, at or in the vicinity of the Project Site; and/or (ii) cutting, boring or drilling into, or attaching anything onto, any structural members or elements, including, without limitation, columns, shear walls, trusses, *et cetera*. The Contractor must resolve any doubt regarding whether something is a structural member or element by consulting with the Architect. The Architect may impose reasonable conditions on any such approval as relate to the appearance, quality, functionality, integrity and/or safety of the Work and any Work by Others. The Contractor shall be solely responsible and liable for any and all costs and/or delays arising from any action within the scope of this Section that is performed without consent of the Architect, performed contrary to direction or instructions of the Architect, or is otherwise defective or improperly performed, including, without limitation, any costs and/or delays arising from the need to obtain Architect, DSA and/or other approvals.

7.13 Testing and Inspection. The Contractor must provide written notice to the District, Architect and Inspector of Record sufficiently in advance of when it is necessary for any required testing or inspection to occur, in order to: (i) permit the District to arrange for such testing or inspection, including, without limitation, if materials and/or equipment are required to be inspected at the place of manufacture or other source of supply; and (ii) avoid and/or prevent any delays in performing the Work and any Work by Others. The District, Architect, Inspector of Record and/or entity performing any test shall select each sample of material that must be tested, not the Contractor. If the Contractor incorporates into the Work any

materials and/or equipment that are required to be tested and/or inspected prior to such materials and/or equipment having been tested and approved, or closes or otherwise makes inaccessible any assembly or assemblies that must be tested prior to being closed or otherwise becoming inaccessible, the District may require that the Contractor open, uncover or otherwise deconstruct that portion of the Work in order to permit the required inspection(s) to occur. In such event, the Contractor shall be solely responsible and liable for any costs and/or delays arising from the need to open, uncover or deconstruct such portion of the Work and to thereafter replace or otherwise correct such portion of the Work.

7.14 Special or Additional Testing or Inspection. If necessary or advisable, the District may require special or additional testing and/or inspection, not otherwise required, of any portion of the Work and/or any materials and/or equipment incorporated or to be incorporated therein. To the extent required, the Contractor must open, uncover, or deconstruct any portions of the Work or any assemblies incorporated therein in order to reveal hidden portions of the Work. If the special or additional testing and/or inspection reveals that the Work conforms to all requirements of the Contract Documents, the District shall be responsible for the cost of the testing and/or inspection and for costs incurred by the Contractor, as required, to open, uncover, or deconstruct any portions of the Work and, thereafter, correct such Work and any Work by Others disturbed by the additional testing and/or inspection. If the special or additional testing and/or inspection reveals that the Work does not substantially conform to all requirements of the Contract Documents, the Contractor shall be solely responsible for the cost of the testing and/or inspection and for costs incurred by the Contractor, as required, to open, uncover or deconstruct any portions of the Work and, thereafter, correct such Work and any Work by Others disturbed by the additional testing and/or inspection.

7.15 Contractor Must File Verified Reports. From time to time during the performance of the Work and as otherwise required by the DSA, the Contractor and each other person or entity performing any portion of the Work that is required by any applicable Legal Requirement, must prepare and file with the DSA any and all verified reports required pursuant to Education Code Section 17309, Section 36 of Title 21 of the California Code of Regulations, and Section 4-366 of Title 24 of the California Code of Regulations.

7.16 Contractor Must File Daily Reports. For each day on which any portion of the Work is performed, regardless of the scope or amount of such Work, the Contractor must provide to the District, Architect and Inspector of Record a report describing all activities in connection with performance of the Work that day, listing all workers performing any Work that day and their respective trades, experience levels and employers, and any equipment or materials delivered and/or installed or incorporated into the Work that day. For each day on which the Contractor conducts any safety meeting, the Contractor must submit minutes and the sign-in or attendance sheet for the safety meeting with the daily report for that day.

7.17 Contractor Must Control Noise and Dust. At all times during performance of the Work, the Contractor must ensure that all construction equipment used in connection with the Work are properly fitted with appropriate and adequate noise-reduction devices or mechanisms, and that all such devices and mechanisms are properly and well maintained. The Contractor also must take all such actions as are necessary to prevent dust and/or debris attributable to the Work from blowing into, or otherwise creating a nuisance or polluting, any other areas on or off the Project Site. If the Work is to be performed at any time school is in session, the risk of the District stopping the Work on account of any such disturbance shall be deemed and construed as foreseeable, and the Contractor in no such event shall be entitled to an extension of the Contract Time or an increase in the Final GMP.

7.18 Contractor Must Keep Project Site Clean. The Contractor, at all times, must keep the Project Site free of trash, debris, dust, excess water, excess materials, unused equipment, *et cetera* attributable to the Work, and shall maintain the Project Site and all structures or other improvements in a clean and orderly condition. The Contractor must comply with any and all reasonable directions of the District, Architect and Inspector of Record with respect to clean-up of the areas in which the Work is or was being performed, and any other areas affected by such Work (including, without limitation, adjacent streets, sidewalks, gutters, *et cetera*), break areas, lunch areas, *et cetera*. If the Contractor fails at any time to keep such areas clean and free of trash, debris, *et cetera*, the District may cause such areas to be cleaned by others, and the cost thereof shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

PART 8 PROJECT SITE DECORUM

8.1 Performance of Work at Operating School Facilities. This Section 8.1 shall be applicable to the Contract if the Work or any portion thereof is to be performed at any existing and operating school facility. The Contractor and each Subcontractor and other person or entity on, at or in the vicinity of the Project Site on account of the Work must: (i) become informed of and take into account the age and maturity of the students on the Project Site; (ii) control their behavior accordingly; (iii) avoid or, if avoidance is not possible, minimize interactions with any students who are not accompanied by an adult; (iv) coordinate, schedule and perform any Work that may cause inconvenience, interference or other disturbance of any classes or other school operations during times that will eliminate or minimize the disturbance; (v) enclose the area in which the Work is to occur with a substantial barricade or take other safety precautions as directed by the District; and (vi) comply with directions from the District regarding the timing and performance of the Work that are intended to avoid unnecessarily disturbing school operations. Each person at, on or in the vicinity of the Project Site on account of the Work must remain in the immediate vicinity of the portion of the Work he or she is to perform, and must not stray to other areas of the Project Site; provided that the foregoing shall not be construed to prohibit any such person from accessing, as reasonably necessary, his or her work area(s), restrooms, any designated lunch area, or any designated parking area.

8.2 Procedures to Prevent Contact with Students.

8.2.1 Significance of Requirements. This Section 8.2 shall be applicable to the Contract only if so provided in Section 10 of the Construction Services Agreement. If this Section 8.2 is applicable, it is because the District has determined that persons assigned to the Work or who otherwise will be present at, on or in the vicinity of the Project Site on account of the Work may have more than "limited contact" with minor-aged students.

8.2.2 Criminal-History Background Checks. The Contractor, in conformance with Education Code Section 45125.1, shall require and be responsible for ensuring that each person who will be at, on or in the vicinity of the Project Site on account of the Work shall comply with all California Department of Justice guidelines and requirements relating to fingerprinting and criminal-history background checks. The Contractor shall certify in writing to the District, using the "Certification of Employee Background" form, which is one of the Required Contract Forms, that no person assigned to the Work or who otherwise will be present at or on the Project Site has been convicted of any serious or violent felonies (as described in Education Code Section 45122.1). The Contractor must attach to the executed Certification of Employee Background a list of all persons to whom the certification applies. The Contractor shall prohibit and prevent each and every person who will be at, on or in the vicinity of the Project Site on account of the Work

(including not only all persons assigned to the Work directly by the Contractor, but also all persons assigned to the Work by any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work) from being present at, on or in the vicinity of the Project Site unless and until the Contractor provides the required certification including such person to the District.

8.2.3 Responsibility for Subcontractor Compliance. The Contractor shall require in each Subcontract that, if the Subcontractor will assign any person to the Work or otherwise will cause or permit any person to be present at or on the Project Site, the Subcontractor must cooperate in regard to, and fully comply with, the requirements of this Section 8.2. The Contractor may on that basis delegate responsibility for compliance with this Section 8.2 to any such Subcontractor; however, the Contractor at all times retains full responsibility and/or liability for such compliance or lack thereof.

8.2.4 Alternatives to Fingerprinting and Background Checks. Upon request of the Contractor with respect to any particular situation and/or duration of time, the District in its sole discretion may consent to the Contractor implementing measures intended to protect the District's minor-aged students, which measures would be in lieu of the Contractor complying with Subsections 8.2.2 and 8.2.3 herein. Subject to District approval, such alternative measures might include, but are not necessarily limited to: (i) installing a physical barrier to limit contact between students and the employees and other representatives of the Contractor, Subcontractors, and others present on or at the Project Site on account of the Work; (ii) providing for the continuous supervision and monitoring of such employees, representatives and others by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice; or (iii) providing for the surveillance of such employees, representatives and others by a District employee. The Contractor must implement any such approved alternative measures at no additional cost to the District, and the Contractor shall be responsible for ensuring compliance with such alternative measures by or with respect to all persons assigned to the Work or who otherwise will be present at, on or in the vicinity of the Project Site on account of the Work.

8.2.5 Consequences of Non-Compliance with Requirements. Due to the possible adverse consequences of contact with students and other minor-aged individuals, any failure by the Contractor to ensure compliance with the requirements of this Section 8.2 shall be deemed and construed to constitute a material breach of the Contract, upon which the District, in its sole discretion, may immediately terminate the Contract without any further compensation to Contractor and/or pursue all other rights and remedies it may have against the Contractor pursuant to law or the Contract.

8.3 Courteous and Professional Conduct and Appearance. The District may require that the Contractor remove and either temporarily or permanently bar from the Project Site any person on or in the vicinity of the Project Site on account of the Work who: (i) does not act in a courteous and professional manner; (ii) does not wear clothing appropriate for the Work being performed and the situation in which the Work is being performed; (iii) wears any clothing or other thing with any obscene, violent, derogatory, or other inappropriate depiction or message, or that depicts or advertises any drug, alcohol, tobacco, or other controlled substance prohibited to minors.

8.4 Requirements for Use of Restrooms. If the Contract Documents do not require that the District make restroom facilities available at the Project Site, the Contractor shall be responsible for providing portable restroom facilities (including, without limitation, hand-washing area and soap) for use by all persons at, on or in the vicinity of the Project Site on account of the Work. In no circumstances may any such person

urinate, defecate or expectorate (i.e., spit) anywhere at, on or in the vicinity of the Project Site other than, as appropriate, into a urinal or toilet inside a restroom facility.

8.5 Control of Break-Time Activities. The Contractor must control the break-time activities of all persons present on the Project Site on account of the Work. The Contractor shall ensure that break areas are cleaned after each break and that all refuse (including, without limitation, soda cans, food wrappers and containers, plastic bottles, and un-eaten food) are placed in appropriate trash or recyclable-materials receptacles. No person may bring onto, or keep in the vicinity of, the Project Site any glass bottle or other glass food or beverage container.

8.6 Prohibition Against Drugs (including Alcohol) and Tobacco. All District properties, including, without limitation, the Project Site, are “drug-free” workplaces and, therefore, the Contractor is hereby made subject to the requirements of Government Code Sections 8350 *et seq.*, the Drug-Free Workplace Act of 1990. In addition, all District properties, including, without limitation, the Project Site, are “tobacco-free” workplaces. No person at, on or in the vicinity of the Project Site on account of the Work may: (i) engage in the unlawful manufacture, dispensation, possession or use (including being under the influence) of any illegal or controlled substance; (ii) possess or use any alcoholic beverage; (iii) use any legal substance that results or likely will result in serious or significant impairment of normal abilities; or (iv) smoke, inhale, chew or otherwise use or consume tobacco products. Within seven days of the date of the Notice of Award, the Contractor must submit to the District an executed copy of the “Certification of Drug-Free and Tobacco-Free Workplace” form, which is one of the Required Contract Forms.

8.7 Parking Restrictions. Each person who brings a personal or work vehicle or equipment to the Project Site must fully comply with any parking controls and/or program established by the District. If the District has not designated an on-site or off-site parking area for use in connection with the Work, then no personal or work vehicles or equipment: (i) may be parked on the Project Site except as expressly authorized by the District; or (ii) may be parked in the vicinity of the Project Site in any manner that is illegal or otherwise creates a safety hazard or nuisance.

8.8 Work Vehicles and Equipment. Any work vehicles and/or equipment used on the Project Site must be removed from the Project Site or, if applicable, removed to a designated location, promptly after completion of the portion of the Work for which the vehicle or equipment is required. The Contractor shall be responsible for damage to the Project Site or any necessary repair or other work at the Project Site resulting from use of any such vehicle or equipment. The Contractor and/or the individual owners of any personal or work vehicles or equipment at, on or at the Project Site shall be and remain responsible for the security, safety and condition of such vehicles and equipment. None of the District, Architect or Inspector of Record shall be responsible or liable for any theft or damage that occurs to any vehicles and/or equipment at, on or in the vicinity of the Project Site.

PART 9 PROJECT SITE SAFETY

9.1 General Safety-Related Responsibilities. Without limiting any other provision of the Contract Documents, the Contractor has, and shall at all times retain, the ultimate responsibility for: (i) keeping the areas at, on and in the vicinity of the Project Site free of safety hazards arising from performance of, or in any way connected with, the Work; (ii) performing the Work in a manner that ensures the safety of persons and property at, on or in the vicinity of the Project Site; (iii) providing all physical safety measures

required in connection with the Work to adequately protect persons and property at, on or in the vicinity of the Project Site, whether required by the Contract Documents, any Legal Requirement, or because dictated by conditions in which the Work will be performed; (iv) complying with all Legal Requirements applicable to job-site and worker safety, including, without limitation, posting of all required information regarding protection of workers and giving of any and all required notices, warnings and disclosures; (v) protecting the Work and all materials, equipment and other things to be incorporated into the Work or used in connection with the Work, whether on or off the Project Site; and (vi) protecting property at, on or in the vicinity of the Project Site that may be affected by the Work, including, without limitation, structures, streets, sidewalks, gutters, paved areas, utilities, trees, shrubs and lawns that will not be removed or replaced in connection with the Project.

9.2 Compliance with Safety Requirements. The Contractor shall prepare in writing any and all safety, loss-prevention and/or injury and illness prevention plans and/or programs required in connection with the Work, whether required by the Contract Documents or by any applicable Legal Requirement, including, but not limited to, Cal-OSHA requirements (each a "Safety Program"). The Contractor shall provide a copy of each Safety Program to the District prior to commencing any portion of the Work. An insurance loss-prevention agent and/or other District representative may implement a Safety Program in connection with the Project, in which case, the Contractor and each Subcontractor shall fully comply with all requirements of such Safety Program. As directed by the District, the Contractor shall coordinate its Safety Program procedures and requirements with those of any other Safety Programs applicable to the Project. The Contractor shall be responsible for implementing and ensuring compliance with any and all procedures, training and other requirements of each applicable Safety Program, including, without limitation, training of workers in regard to security of the Project Site and the transportation, storage and use of hazardous materials. The Contractor shall also be responsible for compliance with any and all applicable Legal Requirements relating to job-site and work safety, including, without limitation, requirements for fully-stocked and adequate first-aid supplies at the Project Site consistent with U.S. Department of Labor, Occupational Safety and Health Administration ("OSHA") and California Department of Industrial Relations, Division of Occupational Safety and Health ("Cal-OSHA") requirements.

9.3 Trench Safety Plans. If the Final GMP exceeds \$25,000, then, prior to undertaking the excavation of any trench that will or reasonably might be five feet or more in depth, the Contractor must submit to the District a detailed plan showing the design of the shoring, bracing, sloping or other mechanisms for protection of workers and others from collapse or cave-in of the trench ("Trench Safety Plan"). Without limiting any other requirement applicable to contents of a Trench Safety Plan, each Trench Safety Plan must also: (i) provide for safe means for workers, as necessary, to enter and exit the trench; (ii) consider active and surcharge loads, and specify minimum required distances between the trench edges and adjacent buildings, embankments, subsurface utilities, construction equipment, spoils, *et cetera*; and (iii) provide for daily inspection of the trench by a competent person prior to each work shift and after any change in existing conditions. Each Trench Safety Plan must be prepared by an appropriately skilled, experienced and licensed civil or structural engineer, who must certify that the Trench Safety Plan complies with minimum requirements of all applicable Construction Safety Orders of Cal-OSHA. If a Trench Safety Plan varies from the standards established by applicable Construction Safety Orders, the Contractor must obtain Cal-OSHA approval of the Trench Safety Plan. The Contractor shall not commence the excavation of a trench within the scope of this Section until the Contractor has provided (and the District has accepted) the applicable Trench Safety Plan and a copy of the excavator's current and valid Cal-OSHA Construction Activity Permit. Neither anything in this Section nor any review and/or acceptance by the District of any Trench Safety Plan shall be deemed or construed to: (i) impose any tort liability on the District; or (ii) relieve the Contractor from

responsibility for providing shoring, bracing, sloping, or other mechanisms adequate to protect workers and others on, at or in the vicinity of the Project Site in connection with any trench to be excavated by or on behalf of the Contractor.

9.4 Notice and Correction of Non-Compliance. Upon being notified of any actual or potential hazard to the health or safety of any person or property at, on or in the vicinity of the Project Site, the Contractor must immediately undertake action to correct, cure or otherwise eliminate the hazard. If the Contractor fails to eliminate, or fails to implement reasonable efforts to eliminate, the actual or potential hazard within a reasonable time, not to exceed twenty-four hours in any case, the District may, but shall not be obligated to, eliminate such hazard, and the cost thereof shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract. In no event shall the failure by any party to provide notice to the Contractor of any actual or potential hazard be deemed or construed to relieve the Contractor from any responsibility or liability whatsoever attributable to such hazard. Unless and only to the extent set forth in the Contract Documents, the District assumes no responsibility or liability for the physical condition or safety of the Project Site, any ongoing or completed construction thereon, or any equipment, supplies or materials present at, on or in the vicinity of the Project Site.

9.5 Contractor Response to Emergency Situations. In the event of an Emergency that endangers or reasonably might endanger the health, safety or welfare of any person(s) or property, the Contractor shall take such action as the Contractor, in its reasonable discretion, determines is necessary to prevent the threatened damage or injury to person(s) or property, including, without limitation, rendering first aid to any injured person. For purposes of these General Conditions, an "Emergency" is defined as a sudden, unexpected occurrence that creates a clear and imminent danger and that requires immediate action to prevent or mitigate any injury to any person (including death) or any damage to, or loss of, property or essential public services.

9.6 Accident Reports. The Contractor must file a written report with the District as provided in this Section (each an "Accident Report") in each case in which, due to any cause: (i) any significant accident occurs (regardless of whether any injury or damage occurs), any person is injured (including death), or any property on, at or in the vicinity of the Project Site is damaged, in connection with the performance of the Work or by any person at, on or in the vicinity of the Project Site on account of the Work, and regardless of whether such portion of the Work is being or to be performed by the Contractor or any Subcontractor; or (ii) the Contractor renders aid to any person as described in Section 9.5 of these General Conditions. The Contractor shall provide an Accident Report to the District within twenty-four hours of the incident detailed in the Accident Report.

PART 10 COMPLIANCE WITH LABOR LAWS

10.1 Contractor Must Comply with Prevailing Wage Laws. The Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, and Title 8 of the California Code of Regulations, Section 16000 *et seq.* (collectively, "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The Project is a "public works" project, as defined by the Prevailing Wage Laws, and the Contractor must perform all of the

Work as a public works project. The Contractor must fully comply, and must ensure full compliance by all Subcontractors and other persons and entities as required, with all applicable Prevailing Wage Laws.

10.2 Copies of Prevailing Wage Rates. Prior to commencing any portion of the Work, the Contractor must: (i) obtain from the Director of Industrial Relations the general prevailing rate of per-diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker needed to perform the Work, in effect as of the date the District sought proposals for the Work (or, if the District did not seek proposals, the rates in effect at the time the District and Contractor entered into the LLB Agreements); and (ii) provide copies of such prevailing wage rates to the District. The Contractor also must make copies of the prevailing rates of per-diem wages for each craft, classification or type of worker needed to perform the Work available to interested parties upon request, and must post copies at the Contractor's principal place of business and at the Project Site.

10.3 Penalties for Violations of Prevailing Wage Laws. In accordance with Section 1775 of the Labor Code, the Contractor and any Subcontractor shall forfeit, as a penalty to the District, not more than \$200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed. The Contractor or the applicable Subcontractor shall pay to each worker the difference between such prevailing wage rates and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rates.

10.4 Labor-Compliance-Related Requirements. The Contractor and each Subcontractor must comply with all labor-compliance-related requirements, as described in Section 8 of the Construction Services Agreement, at no extra cost to the District.

10.5 Prohibition Against Debarred Subcontractors. No Subcontractor may perform any portion of the Work if the Subcontractor is ineligible to perform work on a public works project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract relating to a public works project entered into by the Contractor and any such "debarred" party is void as a matter of law, and a debarred party may not receive any public money for performing work as a contractor or subcontractor on any public works project. The Contractor must refund to the District any public money that has been paid to a debarred party in connection with the Work. The Contractor shall be responsible for the payment of wages to workers of any debarred party that is allowed to perform any of the Work.

10.6 Employment of Apprentices. The Contractor and each Subcontractor shall be responsible for compliance with the provisions of law relating to employment of apprentices, including, without limitation, Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code. As provided by Labor Code Section 1777.7, violations of Labor Code Section 1777.5 may result in forfeiture not to exceed \$100 for each full calendar day of non-compliance. Information regarding apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the DIR's Division of Apprenticeship Standards ("DAS") and its branch offices. **IF THE CONTRACT FALLS WITHIN THE JURISDICTION OF SECTION 1777.5, THE CONTRACTOR MUST PROVIDE WRITTEN NOTICE OF SAME TO THE DISTRICT NOT MORE THAN FORTY-EIGHT HOURS AFTER RECEIVING THE NOTICE OF AWARD, SO THAT THE DISTRICT MAY PROVIDE NOTICE TO DAS IN ACCORDANCE WITH LABOR CODE SECTION 1773.3.**

10.7 Limitations on Daily Hours of Work. Except as provided in this Section, the Contractor and each Subcontractor shall not permit any person performing any of the Work to work more than eight hours during any one calendar day or more than forty hours during any one calendar week. The Contractor and any Subcontractor shall forfeit, as a penalty to the District, \$25 for each worker employed in the execution of the Work by the Contractor or the Subcontractor who is required or permitted to work more than eight hours in any one calendar day or forty hours in any calendar week in violation of Sections 1810 through 1815, inclusive, of the Labor Code. However, notwithstanding the foregoing, in accordance with Labor Code Section 1815, the Contractor or a Subcontractor may permit a worker to work in excess of eight hours per day, or forty hours per week, if all work in excess of such limits is compensated at a rate not less than one and one half times the worker's basic rate of pay.

10.8 Payroll Records. The Contractor and each Subcontractor must comply with all applicable provisions of Labor Code Section 1776, which relates to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and the DAS. The payroll records must be certified, maintained at the principal offices of the Contractor, and made available as required pursuant to Labor Code Section 1776. The Contractor must inform the District of the location at which the payroll records are located, including the street address, city, and county, and must, within five working days, provide a notice of any change of location and address. The Contractor and any Subcontractor that fails to timely comply with requests for certified public records shall forfeit, as a penalty to the District, \$100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1.

10.9 Contractor Must Know and Comply with All Labor Laws. The Contractor shall be responsible and liable for ascertaining, knowing, understanding and complying with all Legal Requirements applicable to the matters addressed in this Part 10, including, without limitation all such requirements specifically cited in this Part 10. If any provision of this Part 10 conflicts with, or is not a complete statement of, any provision of an applicable Legal Requirement, such Legal Requirement shall be deemed, respectively, to govern over or to expand on such provision of this Part 10, and the Contractor and each Subcontractor shall be required to comply in all respects with the applicable Legal Requirement.

PART 11 SCHEDULING OF WORK AND DELAYS

11.1 Master Construction Schedule.

11.1.1 Initial Submission. Within ten days of the date of the Notice of Award, the Contractor must submit to the District and the Architect a proposed critical-path-method schedule that provides for completion of all portions of the Project in accordance with the time(s) permitted pursuant to the Contract ("Master Construction Schedule"). The Master Construction Schedule must provide for a logical and orderly progression of the Work to completion and must specify time for accomplishing all activities and events needed for completion of the Project, including, without limitation, order deadlines for long-lead-time items and delivery dates for critical or special equipment and/or materials. The Contractor must submit the Master Construction Schedule to the District and Architect for review and approval. If the District or the Architect requires revisions, the Contractor must correct and resubmit the Master Construction Schedule promptly and within such time as will avoid any delay in the Work. Upon approval of the Master Construction Schedule, it may be changed only as provided in the Contract Documents.

11.1.2 Modifications. The Master Construction Schedule shall be subject to reasonable modification by the District from time to time during the course of construction of the Project, due to changes in the Project, circumstances beyond the control of the District, *et cetera*, and such modifications may result in the Master Construction Schedule not including any float that previously had been included in the Master Construction Schedule.

11.1.3 Updates and Revisions. Not less than once per month, the Contractor must update and, as necessary, revise the Master Construction Schedule to accommodate authorized changes in the Work and/or Contract Time, as well as any other authorized modifications to the Master Construction Schedule. Each update of the Master Construction Schedule must also specify the actual commencement and completion dates for the scheduled activities. The Contractor must submit copies of each such updated and/or revised Master Construction Schedule to the District and Architect as provided in Subsection 19.6.2 of these General Conditions.

11.1.4 Schedule Compliance and Recovery from Delays. Time is of the essence with respect to the performance of the Work. If the performance of any portion of the Work falls behind what is required by the Master Construction Schedule, the Contractor must, at its cost, accelerate and/or do all other things as necessary to complete the Project within the time specified in the Master Construction Schedule. In such event, the Contractor must submit to the District and the Architect a proposed revision to the Master Construction Schedule that clearly specifies how the Contractor will bring the Work back into conformance with the Master Construction Schedule (“Recovery Schedule”). Each Recovery Schedule is subject to approval by the District and the Architect.

11.2 Work Outside Regular Working Hours.

11.2.1 Requested by Contractor. If the Contractor desires to perform any portion of the Work on, at or in the vicinity of the Project Site on any days or at any times other than during Regular Working Hours, or for more than eight working hours per day, the Contractor must obtain the written consent of the District, the Inspector of Record and/or any special inspector, and, if necessary, any city, County and other governmental agencies having competent jurisdiction. The Contractor shall in each such case be responsible for paying any and all additional or increased management, supervision, inspection and other costs incurred by the District on account of such work, and such costs shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

11.2.2 Required by Contract or District. The Contractor must perform portion(s) of the Work on any days or at any times other than Regular Working Hours if such requirement is set forth in the Contract Documents. The Contractor also must perform portion(s) of the Work on any day or at times other than Regular Working Hours if required by the District for any reason that is not the fault of, caused by, or otherwise the responsibility of, the Contractor, in which case the District shall be responsible for paying any and all additional or increased management, supervision, inspection and other costs that it incurs.

11.3 Delays Resulting from Inclement Weather.

11.3.1 Normal Weather Deemed Foreseeable. Normal seasonal weather conditions at and in the vicinity of the Project are, for all purposes relating to the Work, hereby deemed foreseeable. Therefore, the Contractor must accommodate in the proposed Master Construction Schedule the anticipated number of work days during which performance of the Work cannot occur or continue due to normal seasonal weather conditions (each a “Rain Day”). The number of Rain Days included in the Master Construction Schedule shall be determined by reference to weather data compiled by the National Oceanic

and Atmospheric Administration that establishes the normal seasonal weather conditions for the general location of the Project Site and the time(s) of the year(s) during which the Work will be performed. The Contractor shall bear the risk attributable to all normal seasonal weather conditions, including, without limitation, precipitation, temperatures, winds, amount of daylight, *et cetera*.

11.3.2 Delays Resulting from Abnormal Weather. The Contractor shall be entitled to a weather-related extension of time to complete the Work only if the performance of the Work is delayed by inclement weather in an amount, frequency, or duration in excess of the number of Rain Days determined pursuant to Section 11.3.1 of these General Conditions (“Abnormal Weather”). The District shall grant to the Contractor an extension of time for performance of the Work subject to the Contractor establishing, based on sufficient proof, that: (i) the weather conditions constituted Abnormal Weather, i.e., were in excess of “normal” Rain Days; (ii) the delay was caused by the Abnormal Weather; and (iii) the delay affected the critical-path activities of the Work.

11.4 Delays Arising from Hazardous Materials and Existing Structures. If any portion of the Project involves or relates to the presence, repair, modification, rehabilitation, reconstruction, demolition, removal or other work on or involving any existing structures, utilities, or other improvements, regardless of whether the Contractor is to perform such work, the District and the Contractor shall be deemed and construed, for purposes of Public Contract Code Section 7102 and otherwise, to have anticipated that asbestos, lead, petroleum distillates and/or other hazardous materials may exist or be discovered during the course of the Work that may delay or otherwise disrupt the performance of the Work. In such event, the Contractor’s sole remedy for any delay attributable to the investigation, analysis, removal, abatement, decontamination and/or other actions necessary to correct such condition shall be an extension of time, unless the delay continues for more than ninety days past the date the hazardous materials were discovered, in which case the Contractor may be entitled to additional compensation, as provided in Section 11.6 of these General Conditions, for the period of delay in excess of ninety days.

11.5 Non-Compensable Delays. Neither the District nor any person or entity acting on its behalf shall be required to pay any additional compensation to the Contractor or shall otherwise be liable for any costs attributable to a delay (each a “Non-Compensable Delay”) if: (i) the cause of the delay was beyond the control of and without the fault of the District; (ii) the delay was reasonable under the circumstances involved; or (iii) the delay was within the contemplation of the District and the Contractor. For purposes of the Contract, delays within the contemplation of the District and the Contractor shall be deemed and construed to include, without limitation, delays attributable to: (i) normal seasonal weather conditions; (ii) coordination of the Work with any Work by Others; (iii) work on the Project that must be completed prior to some or all of the Work being commenced or completed; (iv) discovery of hazardous materials (including, without limitation, asbestos) if the Work or the Project involves or relates to the presence, repair, modification, rehabilitation, reconstruction, demolition, removal or other accommodation of existing structures, utilities, or other improvements; (v) the location, time of year and other conditions in which the Work is to be performed; and (vi) other matters typically attendant to construction projects of the same general type and scope as the Project. The Contractor’s sole and exclusive remedy in the event of a Non-Compensable Delay shall be to seek an extension of time for performance of the Work.

11.6 Compensable Delays. The Contractor shall be entitled to compensation from the District on account of a delay in the performance of the Work (each a “Compensable Delay”) only if: (i) the District caused or otherwise was responsible for the delay; (ii) the delay was unreasonable under the circumstances involved; and (iii) the delay was not within the contemplation of the District and Contractor. A delay shall

not be considered to be a Compensable Delay to the extent the delay was caused, contributed to, or continued by the Contractor or any Subcontractor or other party or entity under the control or direction of, or otherwise performing any work or services on behalf of, the Contractor. A delay shall be considered a Compensable Delay only to the extent the delay adversely affects a portion of the Work that is a critical-path item, and the District shall not be required to pay any compensation whatsoever to the Contractor (including, without limitation, any extended overhead, general-conditions costs, impact costs, and/or out-of-sequence costs) in the absence of any such adverse affect on the critical-path of the Work. Subject to the Contractor's compliance with applicable requirements of this Part 11, and based on sufficient proof provided by the Contractor or otherwise obtained by or provided to the District, additional compensation to the Contractor for a Compensable Delay shall be set forth in and authorized by a Change Order or Construction Change Directive.

11.7 Contractor-Caused Delays. The District shall be entitled to compensation from the Contractor on account of delays in the performance of the Work or any Work by Others caused by or attributable to the fault or negligence of the Contractor or any employee, agent, Subcontractor or other person or entity acting on behalf of the Contractor. The Contractor shall not be deemed to be at fault for delays resulting from any tidal waves or any earthquakes in excess of 3.5 magnitude; provided that the portion of the Work thereby damaged had been constructed or otherwise performed in accordance with the Contract Documents. Compensation payable to the District on account of a delay for which the Contractor is responsible may accommodate, without limitation, costs attributable to any disruption of, interference with, or need to accelerate, the Work or any Work by Others arising from the delay.

11.8 Liquidated Damages for Contractor-Caused Delays. The District and the Contractor hereby agree that it is impracticable and extremely difficult to ascertain the actual damages and costs the District will incur on account of a delay in completion of the Project or a phase thereof for which the Contractor is responsible. Therefore, to the extent the Contractor is responsible for compensating the District on account of a delay in completing the Project or a phase thereof, the Contractor shall pay to the District the amount of liquidated damages set forth in Section 12 of the Construction Services Agreement for each day (or portion thereof) of such delay. The District and the Contractor each hereby expressly agree that such liquidated damages amount constitutes fair and reasonable compensation to the District for such delay, regardless of whether such amount is at any time determined not to constitute actual full-compensation. The District may deduct any liquidated damages from amounts otherwise payable to the Contractor in accordance with the Contract and/or may pursue such other remedies as are permitted by law or the Contract. Nothing in this Section shall be deemed or construed to limit or preclude any right of the District to recover additional or other damages or costs if such right is expressly set forth elsewhere in any of the Contract Documents.

11.9 Delays to Work Under Other Contracts. Notwithstanding anything to the contrary, if the District is required, pursuant to any other contract entered into by the District in connection with the Project, to pay any damages (whether liquidated or otherwise) and/or costs (whether fixed by a court of competent jurisdiction or otherwise), and the District would not have been responsible for such damages and/or costs but for a delay for which the Contractor is responsible, then the District may seek indemnification from the Contractor pursuant to Part 21 of these General Conditions and/or may pursue such other remedies as are permitted by law or the Contract.

11.10 Mandatory Notice of Delay. Not later than five days after the start of any delay in the performance of the Work, regardless of the cause of the delay, and regardless of whether the delay is then ongoing, the Contractor must provide written notice of the delay to the District and the Architect ("Notice of

Delay”). In any case that the Contractor fails to timely provide a Notice of Delay: (i) if it thereafter gives a Notice of Delay, the Contractor shall be deemed and construed to have waived and released any and all rights to an extension of time or additional compensation with respect to any time more than five days prior to the date the District actually receives the Notice of Delay; and (ii) the District may hold the Contractor responsible for any delays and/or increased costs that the District reasonably might have mitigated had the District received a timely Notice of Delay. A Notice of Delay must set forth the cause(s) of the delay and be accompanied by documentation reasonably evidencing and supporting the Contractor’s position with respect to the cause(s) of the delay. The District or the Architect may request that the Contractor provide any additional or more detailed information regarding the delay, which the Contractor must provide within five days of request. **THE GIVING OF A NOTICE OF DELAY IN CONNECTION WITH A DELAY SHALL BE DEEMED AND CONSTRUED AS A MANDATORY PREREQUISITE FOR ANY EXTENSION OF TIME AND/OR ADDITIONAL COMPENSATION TO THE CONTRACTOR ON ACCOUNT OF SUCH DELAY.**

11.11 Requests for Additional Time and/or Compensation for Delays. If the Contractor desires to receive an extension of time or additional compensation on account of a delay, the Contractor must submit an associated request for Change Order within fourteen days of providing the Notice of Delay for that delay, regardless of whether the delay is still ongoing. If the District grants the Contractor an extension of time for performance of the Work, the extension shall be proportionate to the actual delay in the performance of the Work, e.g., a half-day extension for a half-day delay. **THE CONTRACTOR’S COMPLIANCE WITH THE FOREGOING PROCEDURAL REQUIREMENTS IN CONNECTION WITH A DELAY SHALL BE DEEMED AND CONSTRUED AS A MANDATORY PREREQUISITE FOR ANY EXTENSION OF TIME OR ADDITIONAL COMPENSATION TO THE CONTRACTOR ON ACCOUNT OF SUCH DELAY, AND FOR FILING OF A RELATED CLAIM IN ACCORDANCE WITH PART 22 OF THESE GENERAL CONDITIONS.**

11.12 Contractor Claims Arising from Delays. IF THE CONTRACTOR DISPUTES ANY DETERMINATION MADE BY OR ON BEHALF OF THE DISTRICT IN REGARD TO THE CAUSE OF, RESPONSIBILITY FOR, EXTENSION OF TIME ATTRIBUTABLE TO, OR ADDITIONAL COMPENSATION ATTRIBUTABLE TO, ANY DELAY IN THE PERFORMANCE OF THE WORK, THEN, SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS OF SECTIONS 11.10 AND 11.11 OF THESE GENERAL CONDITIONS, THE CONTRACTOR MAY FILE A CLAIM IN ACCORDANCE WITH PART 22 OF THESE GENERAL CONDITIONS.

PART 12 SUBSTITUTION OF SPECIFIED ITEMS

12.1 Requests for Substitution of Specified Items. Except as the Contract Documents expressly provide, any material, product, service or thing described in the Contract Documents as being required in connection with the Work and designated by specific brand or trade name (each a “Specified Item”) shall be deemed and construed to set forth the minimum requirements for such Specified Item and to be followed by the words “or equal.” To the extent permitted by this Part 12, the Contractor may offer in place of any Specified Item any substitute item that the Contractor can demonstrate is equal or better in all material respects to the Specified Item and that will adequately and fully accomplish the intended aesthetics, purposes and/or functions of the Specified Item. The District in no event shall be required to permit substitution of any Sole-Source Item designated in accordance with Public Contract Code Section 3400. The Contractor must request a substitution sufficiently in advance to avoid or prevent any delay in the Work or any Work by Others. In no event shall the Contractor substitute any item in place of a Specified Item unless and until the Contractor obtains written approval in accordance with this Part 12.

12.2 Conditions for Requesting Substitution.

12.2.1 Items That Become Commercially Unavailable. Unless the Contractor suggests a substitution as a means of implementing a value-engineering reduction in the Final GMP, the Contractor may request substitution of a Specified Item only if the Specified Item becomes commercially unavailable during the course of the Work. The Contractor in such event must provide documentation to the Architect that reasonably evidences that the Specified Item is no longer commercially available. An increase in the cost of a Specified Item shall not be deemed or construed to have made the Specified Item commercially unavailable. The Architect and/or the District may independently verify whether the Specified Item is no longer commercially available.

12.2.2 Items Still Commercially Available. The District, in its sole discretion, may, but is not required to, consider a request for substitution of a Specified Item that is still commercially available. However, in any such case, the Contractor shall be solely responsible and liable for: (i) any delays arising from the need to obtain approval of a proposed substitute item from the DSA and/or other governmental entity with competent jurisdiction; (ii) any costs of professional design services necessary to process and obtain any required approvals by the DSA and/or any other governmental entity with competent jurisdiction; and (iii) any costs of professional design services necessary to redesign or otherwise ensure coordination of the proposed substitute item with other portions of the Work or any Work by Others.

12.3 Substantiation of Requests for Substitution. The Contractor shall be solely responsible for providing to the District and the Architect such documents, samples and other information as will reasonably substantiate that a proposed substitute item: (i) is equal or better in all material respects to the Specified Item; and (ii) will adequately and fully accomplish the intended aesthetics, purposes and/or functions of the Specified Item. Factors that the District and Architect will consider in determining whether a proposed substitute item satisfies the foregoing requirements may include, without limitation, whether the proposed substitute item will or will not: (i) have comparable durability and expected useful life; (ii) be consistent with the design and intended aesthetics of the Work and the Project; (iii) fit with, or require any change in the construction of, the Work and/or the Project; (iv) result in the District incurring more or less operations, maintenance and/or other costs; (v) have replacement parts and service available at least to the same extent as the Specified Item; and (vi) require any increase in the Final GMP and/or extension of the Contract Time. The Contractor must provide any and all information that would tend to indicate that a proposed substitute item is not suitable as a substitute for the Specified Item, and the Contractor shall have breached its obligations pursuant to the Contract if it intentionally or negligently fails to provide all of such information. The types or forms of information submitted by the Contractor in connection with a request for substitution of a Specified Item must include, without limitation, all illustrations, specifications, catalog cut-sheets, manufacturer's brochures and other documentation that describe the characteristics, quality and aesthetics of the proposed substitute item.

12.4 Certification of Requests for Substitution. The Contractor must certify each request for substitution, on a form either provided by or approved by the District, and subject to penalty of perjury, that the Contractor: (i) has made all reasonable efforts to obtain all information relevant to the request for substitution of the Specified Item; (ii) has provided all of such information to the District and the Architect; and (iii) reasonably and in good faith believes that the proposed substitute item is equal or better in all material respects to the Specified Item, will adequately and fully accomplish the intended aesthetics, purposes and/or functions of the Specified Item, and otherwise satisfies all requirements of this Part 12.

12.5 Approval of Requests for Substitution. The District, in its sole discretion and after consultation with the Architect, shall determine whether a proposed substitute item: (i) is equal or better in all material respects to the Specified Item; (ii) will adequately and fully accomplish the intended aesthetics, purposes and/or functions of the Specified Item; and (iii) otherwise satisfies all requirements of this Part 12. Upon determining that a proposed substitute item satisfies all of the foregoing conditions, the District shall approve the request for substitution. The District, in its sole discretion, may, but is not required to, approve a request for substitution of a Specified Item despite the proposed substitute item not fully satisfying all of the foregoing conditions. The District also may impose conditions on the approval of any request for substitution, including, without limitation, the Contractor's agreement to provide an extended warranty on the substitute item or some other assurance of the compatibility, fitness, quality, durability, or performance of the substitute item. If the District approves a request for substitution of a Specified Item, the approval and all terms and conditions thereof shall be set forth in a Change Order, and execution of such Change Order by the Contractor shall be a condition to it taking or having any effect.

12.6 Disapproval of Requests for Substitution. If the District disapproves a request for substitution of a Specified Item that is commercially available, the Contractor must provide the Specified Item without any extension of the Contract Time or increase in the Final GMP. If the District disapproves a request for substitution of a Specified Item that is no longer commercially available, then, within such time as will avoid or prevent any delay in the Work or any Work by Others, the Contractor must submit an alternate proposal for substitution of the Specified Item in accordance with this Part 12.

PART 13 HAZARDOUS EQUIPMENT, MATERIALS AND SUBSTANCES

13.1 Use of Hazardous Materials. If the Contractor reasonably must use explosives, toxic solvents, or other hazardous equipment, materials or substances in order to adequately complete the Work, the Contractor must provide written notice to, and obtain the consent of, the District at least seven days prior to bringing such hazardous items onto the Project Site. The District may impose conditions on any such approval for use of any such hazardous items to ensure safety and protect the Work, Project and Project Site, and any such use must comply in all respects with applicable Legal Requirements. If any hazardous items must be stored at the Project Site, the Contractor must coordinate the location and means of storage with the District and local public officials having jurisdiction over such matters. The Contractor shall be solely responsible and liable in all respects for the safe, appropriate and lawful use, handling, and storage in connection with the Work of any hazardous equipment, materials and/or substances.

13.2 Hazard Communication Program. The Contractor must comply with all requirements of the Safe Drinking Water and Toxic Enforcement Act of 1986 (Health and Safety Code Section 25249.5 *et seq.*, commonly referred to as "Proposition 65") that are applicable to a "person in the course of doing business." Prior to commencing any portion of the Work, and as required by and in accordance with Cal-OSHA regulations and other applicable Legal Requirements, the Contractor must develop a written hazard communication program ("HCP") that specifies, among other required matters, criteria for: (i) labeling and/or other forms of warning in regard to hazardous substances to be used in connection with performance of the Work; (ii) making available all required material safety data sheets ("MSDS") for such substances; and (iii) informing and training employees in regard to dangers and proper handling of such substances. The Contractor must implement, maintain and enforce its HCP at all times prior to full completion of the Work. The Contractor also must: (i) develop and provide to the District a complete list of hazardous substances brought onto or kept at the Project Site; (ii) make required MSDS available in a readily-accessible place at the

Project Site; (iii) comply with requirements for giving notice to all persons who may be exposed to any chemical known to the State to cause cancer, including, without limitation, ensuring that any such substances brought onto or kept on the Project Site properly labeled; and (iv) ensure that all persons working with or in the vicinity of any such substances are informed of applicable hazards and trained in proper use and handling of such substances.

13.3 Asbestos and Asbestos-Containing Materials.

13.3.1 Contractor Awareness of Asbestos. The Contractor acknowledges that, if the Work involves any repair, modification, rehabilitation, reconstruction, demolition, removal or other work on or involving any existing structures, utilities, or other improvements, then asbestos or asbestos-containing materials likely will be present on or at the Project Site. The Contractor shall be deemed and construed for all purposes of the Contract to have undertaken the Work with full knowledge of the currently-accepted standards, hazards, risks and liabilities associated with asbestos and asbestos-containing materials. The Contractor shall be solely responsible and liable for safely and appropriately performing any Work that may require demolition or removal, may uncover, reveal or otherwise expose, or may otherwise involve or relate to, asbestos or asbestos-containing materials.

13.3.2 Use of Asbestos Prohibited. Notwithstanding anything to the contrary, in no circumstances may the Contractor use or incorporate into the Work any asbestos or asbestos-containing materials, or use or employ in connection with the Work any equipment, tools, clothing or other things that contain or incorporate asbestos or asbestos-containing materials. For purposes of the Contract: (i) “asbestos” means any naturally occurring fibrous hydrated mineral silicate, including, without limitation, chrysotile, crocidolite, amosite, fibrous tremolite, fibrous anthophyllite, and fibrous actinolite; and (ii) “asbestos-containing materials” means materials or products formed by mixing asbestos fibers with other materials, such as cement, rock wool, plaster, cellulose, clay, vermiculite, perlite, adhesive, *et cetera*. Within seven days of the date of the Notice of Award, the Contractor must provide to the District an executed copy of the “Certification of Asbestos-Free Materials” form, which is one of the Required Contract Forms.

13.3.3 Liability for Asbestos. If the Contractor violates the prohibition set forth in Subsection 13.3.2 of these General Conditions or otherwise is responsible for asbestos contamination on, at or in the vicinity of the Project Site, the Contractor shall be solely responsible and liable for any and all costs and/or delays attributable to: (i) correction of the Work; (ii) any and all investigations, analyses, removals, abatements, decontaminations or other actions necessary to correct the violation (“Asbestos Remediation”), including, without limitation, costs incurred by the District for additional administrative and professional services and for laboratory services, consultants, and contractors; and (iii) any injury to any person and/or damage to any property arising or alleged to have arisen from the violation. The District shall arrange for performance of any necessary Asbestos Remediation in accordance with all applicable Legal Requirements.

13.4 Discovery of Hazardous Materials. If, during performance of the Work, the Contractor encounters any materials that the Contractor reasonably believes to be hazardous materials that have not been rendered harmless, the Contractor must continue the Work in unaffected areas reasonably believed to be safe, but must immediately cease all Work in the area of the suspected hazardous materials and report the condition, in writing, to the District. The District will as necessary obtain the services of an independent and qualified person or company to identify the suspected hazardous materials, and to determine whether removal or some other corrective measures are required to render the materials harmless. The Contractor may resume work on the affected area only upon a determination that: (i) the materials identified by the Contractor are not hazardous and removal or other measures are not necessary; or (ii) removal or other

measures necessary to render the materials harmless have been completed in accordance with applicable Legal Requirements. Any required asbestos-related work (defined in Health and Safety Code Section 25914.1) and/or hazardous substance removal (defined in Business and Professions Code Section 7058.7) that is not disclosed in the Contract Documents shall be performed pursuant to a separate District contract.

13.5 Discovery of Hazardous Waste in Excavations Deeper Than Four Feet. Section 14.7 of these General Conditions shall apply in the case of any suspected hazardous waste discovered in any trench or other excavation that extends deeper than four feet below the surface.

13.6 Contractor Responsibility for Releases of Hazardous Substances. If any person on, at or in the vicinity of the Project Site on account of the Work dumps, pours, spills, buries, places, discharges or otherwise releases any hazardous materials, waste or substances into or onto the Project Site or property in the vicinity of the Project Site, whether intentionally or otherwise, the Contractor shall be solely responsible and liable for any and all costs and/or delays attributable to such release, including, without limitation: (i) costs of any necessary correction of the Work; (ii) any and all investigations, analyses, removals, abatements, decontaminations or other actions necessary to correct such release, including, without limitation, costs incurred by the District for additional administrative and professional services and for laboratory services, consultants, and contractors; and (iii) any injury to any person and/or damage to any property arising or alleged to have arisen from the violation. The Contractor's indemnification and other obligations pursuant to Part 21 of these General Conditions shall apply with respect to any and all costs and other liabilities, including, without limitation, attorneys' fees, arising from any such release.

PART 14 EXCAVATIONS AND UTILITIES

14.1 Underground Utilities and Installations. Except as the Contract Documents expressly indicate otherwise in any particular case, the existence, locations and, if available, depths of underground utilities, facilities and/or installations indicated in the Contract Documents as being on, at or in the vicinity of the Work and/or the Project Site are: (i) based on records available to the District, not on surveys or excavations prepared or performed by the District; and (ii) are to be considered approximate, not exact. The District may, but shall not be required to, indicate in the Contract Documents the location of service laterals and/or appurtenances within the vicinity of the Work if the presence of such utilities can be inferred from the presence of other visible facilities, such as buildings, meters, junction boxes, *et cetera*. Prior to commencing any excavation in connection with the Work or any other activity that reasonably might damage underground utilities, facilities or installations, the Contractor must: (i) thoroughly inspect the vicinity of the Work for above-ground facilities, such as buildings, meters, junction boxes, *et cetera*, that might indicate the presence of underground service mains, trunklines, laterals or appurtenances; (ii) determine the exact location of any underground utilities, facilities and installations within an indicated approximate location, using air-vacuum excavation (i.e., potholing) techniques (or an underground-utility locating service to perform such services); (iii) immediately report to the District any utilities, facilities or installations located in the vicinity of the Work that are not indicated in the Contract Documents or are in a location materially different from the location indicated in the Contract Documents; and (iv) provide a written report to the District describing the exact location of all underground utilities, facilities and installations within the vicinity of the Work, including a diagram thereof, if necessary to adequately describe such exact locations. The Contractor must coordinate with and obtain the consent of the District prior to any potholing on, at or in the vicinity of the Project Site. Upon consent of the District, the Contractor may use a potholing technique other than air-vacuum excavation if that reasonably is not appropriate for the applicable soil type or conditions.

14.2 Regional Notification Center. If the Work involves any trenching, boring, tunneling, digging or other excavation, the Contractor shall be solely responsible and liable for compliance with all applicable requirements of Government Code Sections 4216 through 4216.9, and with all requirements of the Contractors State License Board relating to such Government Code provisions. The Contractor must, as required, obtain from the Regional Notification Center an Underground Service Alert identification number and must provide such identification number to the District. Prior to it expiring, the Contractor must contact the Regional Notification Center for any necessary revalidation of the identification number.

14.3 Main or Trunkline Utilities Not Identified in Contract Documents. In accordance with Government Code Section 4215, if the Contractor, while performing the Work, discovers utility facilities not identified by the District in the Contract Documents, the Contractor shall immediately provide written notice to the District and the applicable utility company. The public utility, if it owns the utility facilities, shall have the sole discretion to perform any necessary repairs or relocation work or to permit the Contractor to do such repairs or relocation work at a reasonable price. The District shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project Site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Project Site. The District shall be responsible for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project Site, if such utilities are not identified by the District in the Contract Documents. The District shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such main or trunkline utility facilities not indicated in the Drawings and Specifications with reasonable accuracy, and for equipment used in connection with the Work necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the Work, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such main or trunkline utility facilities. The provisions of this Section 14.3 shall not be deemed or construed to preclude the District from requiring changes in the Work that will eliminate the need to remove and/or relocate any utility facilities.

14.4 Coordination with Utility Companies. Sufficiently in advance in order to avoid and/or prevent any delay in the Work or any Work by Others, the Contractor must coordinate each portion of the Work involving or requiring construction of, or connection to, utility facilities (including, without limitation, any relocation of facilities) with the applicable utility company. In any case that the owner of a utility has the option of performing any required work, but such owner permits the Contractor to perform such work, the Contractor must perform such work in compliance with all requirements of such owner.

14.5 Excavation Permits. The Contractor must not commence any excavations required in connection with the Work until the Contractor or the appropriate Subcontractor has: (i) applied for and obtained all necessary permits for the excavations, including, without limitation, any OSHA and Cal-OSHA permits; (ii) provided a copy of each such permit to the District; and (iii) posted each such permit in a prominent location on the Project Site.

14.6 Safety Plans for Trenches Deeper Than Five Feet. If the Final GMP exceeds \$25,000, Section 9.3 of these General Conditions, which relates to Trench Safety Plans, shall apply in the case of any and all trenches that will or reasonably might be excavated to a depth of five feet or more.

14.7 Differing Conditions in Excavations Deeper Than Four Feet. If the Work involves digging any trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall

promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (i) material discovered during such excavation that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the Project Site differing from those for which the Contractor is responsible in accordance with Section 7.1 of these General Conditions; or (iii) unknown physical conditions at the Project 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 Documents. The District shall promptly investigate any such conditions identified by the Contractor. If the District determines that such conditions exist and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of the Contract, the District shall issue a Change Order or Construction Change Directive in accordance with the procedures set forth in these General Conditions. In the event a dispute arises between the District and the Contractor in regard to whether any such condition actually exists, or causes a decrease or increase in the Contractor's cost of, or time required for, performance of the Contract, the Contractor shall not be excused from completing all Work in accordance with the milestones set forth in the Master Construction Schedule, but shall proceed with all Work to be performed pursuant to the Contract Documents. However, the Contractor shall retain all rights in such regard as provided by law or the Contract, and the Contractor may file a Claim in accordance with the Contract Documents.

PART 15 CHANGES IN THE WORK

15.1 Authorization Required for Changes in the Work.

15.1.1 District Approval of Changes Required. The Contractor must perform all Work in strict accordance with the Drawings and Specifications and other Contract Documents approved and adopted for the Project, as those may from time to time be amended, supplemented, or otherwise modified in accordance with the Contract Documents. Except for the District and except to the extent of the Architect's authority to issue Architect Field Directives, no person or entity (including, without limitation, the Architect and Inspector of Record) has the unilateral authority to order any changes in the Work or to make any changes in the Drawings, Specifications or other Contract Documents. Absent a duly-authorized Change Order, Construction Change Directive or Architect Field Directive, the Contractor must not change the Work, or permit any changes in the Work to occur, including, without limitation, any substitution, addition, omission, deviation or other change. Notwithstanding anything to the contrary, in order to be valid and enforceable against the District, each Change Order and Construction Change Directive must have been approved by the District Board directly or, as described in Section 2.1 of these General Conditions, the District Board must have delegated to the Authorized District Representative the authority to approve such Change Order or Construction Change Directive.

15.1.2 DSA Approval of Certain Changes. With few exceptions, the DSA must approve changes to the Work, and the Architect will be responsible for obtaining any such DSA approval. Although subject to change, the DSA presently may approve changes in the Work by means of: (i) a Field Change Document ("FCD") process pursuant to which the DSA may approve changes prior to District Board approval; or (ii) a change order process that, for purposes of the DSA, may include any number of previously approved FCDs and/or Change Orders issued in accordance with the Contract Documents. The Architect may seek FCD approval of any Construction Change Directive, Architect Field Directive, or other document describing the Work or changes in the Work. Because FCDs and Change Orders may be grouped together for purposes of

obtaining DSA approval, a “change order” as approved by the DSA will not necessarily correspond in reference-number or content to Change Orders issued pursuant to the Contract Documents.

15.1.3 Direction to Proceed With Changes. An Authorized District Representative may determine that it is necessary, in order to prevent delays in the Work, to direct the Contractor to proceed with changes in the Work that are included in a proposed Change Order, but the Change Order has not yet been approved or ratified by the District Board. In such event, the Authorized District Representative, to the extent so authorized, may issue written instructions to the Contractor to implement and proceed with such changes (each a “Construction Change Directive”). However, in no event may the Contractor receive any payment on account of any Work performed pursuant to a Construction Change Directive until the District Board has approved or ratified the corresponding Change Order.

15.1.4 Responsibility for Unauthorized Changes. The Contractor shall be responsible for any and all costs and/or delays attributable to any unauthorized change in the Work from what is required pursuant to the Contract Documents, including, without limitation, all costs of any replacement or other correction of the Work and all costs incurred by the District for additional administrative and professional services in connection with such correction. In addition, the Contractor shall be deemed and construed to have waived any and all rights to any compensation for any change in the Work that was not duly authorized prior to being commenced or otherwise implemented.

15.2 Changes Required by Change Order. Subject to the provisions of this Part 15 and other requirements of the Contract Documents, the District may at any time issue an amendment to the Contract for purposes of ordering change(s) in the Work to be performed pursuant to the Contract, adjustment(s) in the Final GMP and/or Contract Time, or other change(s) in the requirements of the Contract (each a “Change Order”). As provided in this Part 15, a Change Order may be unilateral if issued without approval by the Contractor or mutual if the District and the Contractor have both approved the Change Order. The Architect shall prepare each final Change Order and, upon taking effect, a Change Order shall constitute one of the Contract Documents and shall be subject to all other applicable provisions of the Contract Documents as if originally included therein. In no event shall any Change Order be deemed or construed to invalidate the Contract. The Contractor must implement the changes specified in a Change Order promptly or by such time as specified in the Change Order. The Contractor must perform all work necessary to complete any change(s) specified in a Change Order in accordance with all provisions of the Contract, except as any such provisions are expressly modified by the Change Order.

15.3 Changes Required by Architect Field Directive. At any time and without invalidating the Contract, the Architect may issue a written directive requiring any minor changes in the Work that are consistent with the intent of the Contract Documents and that do not require an adjustment in the Final GMP or Contract Time (each an “Architect Field Directive”). An Architect Field Directive must be signed by the District and the Architect in order to be valid and binding on the Contractor. Upon taking effect, an Architect Field Directive shall constitute one of the Contract Documents and shall be subject to all other applicable provisions of the Contract Documents as if originally included therein. The Contractor’s approval of an Architect Field Directive shall not be required, and the Contractor must implement each minor change specified in an Architect Field Directive promptly or by such time as specified in the Architect Field Directive. **IF THE CONTRACTOR BELIEVES THAT IT IS ENTITLED TO AN INCREASE IN CONTRACT TIME AND/OR FINAL GMP ON ACCOUNT OF AN ARCHITECTURAL FIELD DIRECTIVE, THE CONTRACTOR MAY PROVIDE NOTICE AS PROVIDED IN SECTION 15.5 OF THESE GENERAL CONDITIONS.**

15.4 Changes Required by Unilateral Change Order. At any time and without invalidating the Contract, the District may issue a Change Order to require any changes in the Work that are within or consistent with the general scope of the Contract and/or the Project. In order to be binding on the Contractor, each such unilateral Change Order must be signed by the District and the Architect. The Contractor's approval of a unilateral Change Order shall not be required, and the Contractor must implement all changes specified in a unilateral Change Order promptly or by such time as specified therein. The District may, but shall not be required to, issue a unilateral Change Order in any case that the District and the Contractor have been unable to agree on the terms of a requested mutual Change Order. A unilateral Change Order may direct that any Work pursuant to the Change Order or otherwise be performed on a time-and-materials, lump-sum, or unit-pricing basis. **IF THE CONTRACTOR DISAGREES WITH ANY OF THE TERMS OF A UNILATERAL CHANGE ORDER, THE CONTRACTOR MAY PROVIDE NOTICE AS PROVIDED IN SECTION 15.5 OF THESE GENERAL CONDITIONS.**

15.5 Notice of Disagreement Regarding Final GMP or Time. The Contractor may provide written notice to the District and the Architect if the Contractor: (i) reasonably believes that the implementation of any Bulletin, Interpretation or Clarification will require an adjustment to the Final GMP and/or Contract Time that is not set forth in a corresponding Change Order; (ii) reasonably believes that it is entitled to an increase in the Final GMP and/or Contract Time on account of a change required pursuant to an Architect Field Directive; or (iii) reasonably disagrees with the adjustment to the Final GMP and/or the Contract Time, if any, set forth in a unilateral Change Order. Any such notice must set forth in reasonable detail all bases asserted by the Contractor in support of its position that it is entitled to an adjustment of the Final GMP and/or Contract Time, or that any specified adjustment of the Final GMP and/or Contract Time is not adequate. **THE CONTRACTOR MUST PROVIDE SUCH NOTICE PRIOR TO COMMENCING ANY WORK OR OTHERWISE IMPLEMENTING THE APPLICABLE BULLETIN, INTERPRETATION, CLARIFICATION, ARCHITECT FIELD DIRECTIVE OR UNILATERAL CHANGE ORDER, OR WITHIN THREE DAYS OF THE ISSUANCE OF SUCH DOCUMENT, WHICHEVER IS SOONER.**

15.6 Consequences of Failure to Provide Notice. If the Contractor fails to provide notice required pursuant to Section 15.5 of these General Conditions either prior to commencing any work or otherwise implementing any change required pursuant to a Bulletin, Interpretation, Clarification, Architect Field Directive or unilateral Change Order, or within three days of the issuance of such document, whichever is sooner, the Contractor shall be deemed and construed to have waived any and all rights to any adjustment in the Final GMP and/or Contract Time on account thereof. **THE GIVING OF AN APPLICABLE NOTICE PURSUANT TO SECTION 15.5 OF THESE GENERAL CONDITIONS SHALL BE A CONDITION PRECEDENT TO THE CONTRACTOR HAVING ANY RIGHT, WHETHER PURSUANT TO A CLAIM FILED IN ACCORDANCE WITH PART 22 OF THESE GENERAL CONDITIONS OR OTHERWISE, TO ANY ADJUSTMENT (OR FURTHER ADJUSTMENT) OF THE FINAL GMP AND/OR CONTRACT TIME ON ACCOUNT OF THE APPLICABLE BULLETIN, INTERPRETATION, CLARIFICATION, ARCHITECT FIELD DIRECTIVE OR UNILATERAL CHANGE ORDER.**

15.7 Changes Requested by the District. The District may at any time request that the Contractor propose any adjustments to the Final GMP and/or Contract Time attributable to any change in the Work or other requirements of the Contract desired by the District (each a "Request for Proposal" or "RFP"). The Architect shall prepare each RFP in writing and submit it to the Contractor with all information reasonably necessary to permit the Contractor to determine the nature and scope of the proposed change, including, if necessary or convenient, any Drawings and Specifications that illustrate or explain the changes. Within seven days of receipt of an RFP, and without additional compensation, the Contractor must provide to the District and the Architect a written response to the RFP setting forth any proposed adjustments to the

Final GMP and/or Contract Time that the Contractor reasonably believes are appropriate considering the nature and scope of the proposed change. The District may accept the Contractor's proposal in regard to a Change Order, may attempt to negotiate terms for a Change Order that are different from those proposed by the Contractor, or may determine not to further pursue the change originally desired by the District.

15.8 Changes Requested by the Contractor. The Contractor may at any time request that the District issue a Change Order to provide for adjustments to the Final GMP and/or Contract Time attributable to any change in the Work or other requirements of the Contract desired by, or required of, the Contractor (each a "Change Order Request"). The Contractor may, among other reasons, base a Change Order Request on a Claim asserted by the Contractor. The Contractor must prepare each Change Order Request in writing and must submit it to the District and the Architect with: (i) all information reasonably necessary to permit the District and the Architect to determine the nature and scope of the proposed change; and (ii) the proposed adjustments to the Final GMP and/or Contract Time, if any, that the Contractor reasonably believes are appropriate considering the nature and scope of the proposed change. The Contractor must submit each Change Order Request a sufficient time in advance of when the change must be implemented in order to avoid and/or prevent any delay in the Work or the Project. Any Change Order Request that includes a proposed adjustment to the Final GMP must be accompanied by an estimate of the effect (whether additive or deductive) of the change(s) on the Final GMP ("Change Order Cost") detailed in accordance with one of the methods specified in Section 15.9 of these General Conditions. Any Change Order Request that includes a proposed adjustment to the Contract Time must set forth the impact of the proposed or other change(s) on any milestones and on the critical path of the Work as set forth in the Master Construction Schedule, not just specify an increase in the number of days desired for completion of all Work. The District may agree to the terms set forth in a Change Order Request, may attempt to negotiate terms for a Change Order that are different from those proposed by the Contractor, or may determine not to agree to the Change Order Request. If the District and the Contractor are able to agree on all terms of a Change Order Request, the Architect will prepare the Change Order to include all such terms.

15.9 Cost Components Included in Estimates. The District and/or the Architect reasonably may require that, in addition to typical line-item costs, specific cost components or information be included in any cost estimate prepared by the Contractor in connection with an RFP or Change Order Request, and the estimate prepared by the Contractor must include such cost components.

15.10 Time-and-Materials and Unit-Price Accounting. If the Contractor performs any Work on a time-and-materials basis or a unit-price basis, the Contractor must adequately document all labor, materials and equipment used and/or consumed in connection with such Work. The Contractor must prepare and maintain separate records for each portion of the Work performed on a time-and-materials basis or unit-price basis, and shall make such accounting records available to the District, the State, and other parties to the same extent as required pursuant to the Contract Documents for other accounting records related to the Work.

15.11 Change Orders Include Full and Final Compensation. Except as expressly set forth in any particular Change Order, each Change Order shall be deemed and construed to include all adjustments to the Final GMP and/or Contract Time attributable to the work and/or other change(s) required pursuant to the Change Order, including, without limitation, any and all extensions of time and overhead, acceleration costs, profit, general conditions costs, expenses, and other direct and indirect costs and expenses of such work and/or changes. In addition, each Change Order shall be deemed and construed to include all necessary adjustments attributable to cumulative impacts of that and any and all preceding Change Orders, whether

such impacts relate to scheduling, productivity or other matters. By signing a Change Order, the Contractor shall be deemed and construed to have waived any and all Claims and rights to any adjustments to the Final GMP and/or Contract Time other than as are set forth in the Change Order, and the Contractor may not thereafter attempt to hold the District responsible for any interference, delay, acceleration, or other affect on the Work and/or additional costs attributable to the change(s) required pursuant to the Change Order.

15.12 Correction of Non-Conforming Work. The Contractor shall be responsible and liable, at its cost, for correction of Work necessary because of any portion of the Work was negligently performed, is defective, or otherwise does not conform with requirements of the Contract Documents, including, without limitation, because the Contractor failed to properly coordinate, schedule or supervise the incorrect portion of the Work.

PART 16 FINAL INSPECTION AND COMPLETION OF WORK

16.1 Contractor Must Determine When Work is Complete. The Contractor shall be solely responsible for determining when the Work or any portion thereof is complete, and the Contractor must base any such determination on adequate reviews and inspections of the Work by the Contractor's own forces, rather than relying on representations by any Subcontractor or others. Based on such reviews and inspections, the Contractor must prepare "punch-lists" of items to perform prior to the Work being deemed complete. The Contractor must provide copies of each such punch-list to the District, Architect and Inspector of Record, and must promptly perform or cause to be performed each item on such punch-lists. At such time as the Contractor reasonably believes that all of the Work is substantially complete, the Contractor may request an inspection of the Work in accordance with Section 16.2 of these General Conditions.

16.2 Initial Request for Final Inspection. At such time as the Contractor reasonably believes that the Work is substantially complete, the Contractor must provide to the District, Architect and Inspector of Record: (i) written notice that all Work has been completed and is ready for final inspection; and (ii) a copy of an executed "Certification of Final Inspection" form, which is one of the Required Project Forms (with original provided to the Architect). The District, Architect and Inspector of Record will perform such inspection within ten days following receipt of notice from the Contractor, and the District will notify the Contractor regarding the date and approximate time such inspection is to commence. The Contractor must conduct the examinations of the Work in a logical and sequential manner in order to facilitate an efficient and thorough inspection.

16.3 Re-Inspection of Work. If it is determined after the inspection described in Section 16.2 of these General Conditions, or after any subsequent re-inspection of the Work pursuant to this Section 16.3, that the Work is not substantially complete, the District and/or the Architect will provide written notice to the Contractor describing the incomplete and/or unsatisfactory portions of the Work. The Contractor must complete and/or correct all such Work within a reasonable time, not to exceed any time limit specified in the notice to the Contractor. Upon completing and/or correcting all such Work, Contractor must submit a new notice and a new Certification of Final Inspection as described in Section 16.2 of these General Conditions, and the re-inspection of the Work shall occur in accordance with the procedures set forth in that Section. The new Certification of Final Inspection must expressly state, in addition to other required elements, that the previously incomplete and/or unsatisfactory portions of the Work have been completed and/or corrected in accordance with the Contract Documents. Nothing shall be deemed or construed to require that any re-inspection of the Work be limited to only any incomplete and/or unsatisfactory portions of the

Work previously identified and/or other portions of the Work affected thereby.

16.4 Determination that Work is Substantially Complete. If it is determined after any inspection or re-inspection of the Work that it is substantially complete, the District and/or the Architect will provide written notice of such determination to the Contractor. In such event, the District, Architect and/or Inspector of Record will also prepare and provide to the Contractor a punch-list of any minor items of the Work that must be completed and/or corrected in order for the Work to be fully completed and accepted by the District (“Remaining Work”).

16.5 Contractor Must Timely Complete Remaining Work. The Contractor must complete any and all Remaining Work within fourteen days of receiving the punch-list described in Section 16.4 of these General Conditions. If the Contractor fails to complete and/or correct the Remaining Work within the permitted fourteen-day period, the District may: (i) withhold from the final payment to Contractor and/or from any Retention an amount equal to 150% of the Architect’s estimate of the total cost to correct and/or complete all Remaining Work; and (ii) cause such Remaining Work to be completed and/or corrected and, thereafter, deduct the costs thereof from the amount withheld.

16.6 Contractor Request for Final Walk-Through. At such time as the Contractor reasonably believes that all Remaining Work has been adequately completed, the Contractor must provide a written request to the District, Architect and Inspector of Record for a final walk-through inspection. The District will coordinate and schedule the final walk-through inspection. The purpose of the final walk-through inspection will be to confirm that all Remaining Work has been completed in accordance with the Contract Documents or as otherwise required. At such time as the District, Architect and Inspector of Record determine that all Remaining Work has been completed in accordance with the Contract Documents or as otherwise required, and any and all other requirements of the Contract Documents have been satisfied, the District will provide written notice thereof to the Contractor. The District will recommend that the District Board accept the Work as complete only as provided in Sections 16.8 of these General Conditions.

16.7 Contractor Responsibility for Inspection Costs. The Contractor shall be solely responsible and liable for any and all costs (including, without limitation, costs of Architect and/or Inspector of Record services, administrative costs, consultant fees, transportation costs, *et cetera*) if the Contractor at any time requests an inspection of the Work without having a good-faith belief, based on its own knowledge, that the Work has been fully and properly completed and is ready for inspection. Not as a limitation on the foregoing, the Contractor shall be responsible for such costs if Work noted as incomplete and/or unsatisfactory during a prior inspection is not reasonably complete and/or satisfactory upon re-inspection, or, in the reasonable opinion of the District, Architect or Inspector of Record, the Contractor is using the inspection as a means to define the scope of any uncompleted portions of the Work or accelerate the Work of any Subcontractor. Any such costs shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

16.8 Acceptance of the Completed Project. After the entirety of the Project has received final walk-through inspection approval, the completed Project must be accepted by action of the District Board. The District will cause a “Notice of Completion” for the Project to be recorded within ten days after the date the District Board takes such action to accept the Project (herein, the “Project Acceptance Date”).

PART 17
CLOSE-OUT OF THE WORK

17.1 Close-Out Submittals are Prerequisite to Final Payment. Within ten days of receiving notice in accordance with Section 16.4 of these General Conditions that the Work is substantially complete (“Substantial Completion Date”), the Contractor must submit to the District all documents and other things required pursuant to this Part 17 that are within or associated with the scope of the Work, or are otherwise to be provided in connection with the Work. The requirements of this Part 17 shall be deemed and construed to be in addition to, and not in lieu of, any and all other close-out requirements set forth in the Contract Documents. However, if any matter addressed in this Part 17 is also addressed elsewhere in the Contract Documents, such provisions shall be construed to require compliance with all requirements of both such provisions or, if a conflict between such provisions exists, the provision located elsewhere in the Contract Documents shall govern. Notwithstanding anything to the contrary, the District shall not be required to make the final payment to the Contractor in accordance with the Contract unless and until the Contractor submits to the District all documents and other things required pursuant to this Part 17.

17.2 As-Built Drawings and Specifications. The Contractor must obtain final approval of the As-Built Drawings and Specifications from the Architect and Inspector of Record.

17.3 Equipment Operations and Maintenance Manuals.

17.3.1 Required Contents. The Contractor must provide to the District three complete sets, in three-ring binders, of: (i) manufacturer’s manuals and/or instructions for operation, maintenance and repair of any and all systems, equipment, assemblies, and similar things incorporated into the Work, including, without limitation, any parts lists; (ii) any and all reports and other information resulting from any required commissioning, testing, balancing, *et cetera*, of such systems, equipment and other things; (iii) information (including, without limitation, contractor’s license numbers, business license numbers, current addresses, telephone and facsimile numbers, and e-mail addresses) identifying any and all Subcontractors and/or vendors associated with the purchase, installation, commissioning, testing and/or guarantee of such systems, equipment and other things; (iv) manufacturer guarantees and/or warranties for such systems, equipment, assemblies and other things; (v) special guarantees and warranties required by the Contract Documents; (vi) assignments of all guarantees and warranties from Subcontractors, materialmen and other persons and entities that furnished any labor, materials, services, goods or other things in connection with the Work; and (vii) any other associated information required by the Contract Documents. The Contractor must label, tab and otherwise organize such information so that the systems, equipment and/or other things to which they apply can easily and unambiguously be identified.

17.3.2 Required Correction and Certification. The Contractor must certify in writing that each set of binders is complete, accurate, and covers all of the Work, and such certification must be included immediately after the index page in each binder, and must be separately tabbed and indexed. Upon receipt, the District shall review the binders. If the District determines that the binders are not complete or otherwise must be corrected, the District will return all sets of the binders to the Contractor for correction. The Contractor must correct, re-certify, and return all sets of binders to the District within five days.

17.4 Log of Identification Tags and Labels. The Contractor must submit to the District a log or schedule of any and all equipment, valves, pipes, connections, meters and/or other things that, in accordance with the Contract Documents or applicable Legal Requirements, must be tagged or labeled. The

Contractor must label, tab and otherwise organize such information so that the systems, equipment and/or other things to which they apply can easily and unambiguously be identified.

17.5 Keys for Doors, Panels, Cabinets, Et Cetera. If not expressly set forth in the Contract Documents in any particular case, the Contractor must submit to the District two sets of keys for each door, access panel, cabinet, gate, equipment cover, and other thing having any locking mechanism and/or capable of being locked. Each key must be securely attached to a fob or have some other means of securely attaching a label, other than attaching a label directly to the key. The description on the fob or label of each key must adequately identify the key, and all keys must be logged on a keying schedule or index that will permit the District to easily and unambiguously identify the doors, equipment and/or other things that are opened or operated by the keys. If the Specifications provide for electronic “key card” or similar systems, the Contractor must comply with all requirements of the Contract Documents or the District relating to identifying, logging or scheduling, and providing key cards or similar items to the District.

17.6 Tools, Spare Parts, Et Cetera. The Contractor must submit to the District any and all tools, spare parts, “attic” stock, *et cetera*, required pursuant to the Contract Documents. The Contractor must label, tab and otherwise organize such items so that the systems, equipment and/or other things to which they apply can easily and unambiguously be identified. In the event any spare parts, attic stock, or other item(s) reasonably would be too large, too heavy or in too great a quantity, to physically submit to the District, the Contractor must, subject to approval by the District, specify, on a log or schedule, all such items and their respective storage locations on the Project Site, and provide four copies of such log or schedule to the District.

17.7 DSA Close-Out Materials. The Contractor must promptly provide to the District and Architect any and all forms, records and/or other documents within the Contractor’s possession, control or scope of responsibility that the District and/or Architect reasonably request in connection with close-out by the DSA of the Work and/or the Project.

17.8 Other Contract Document Close-Out Requirements. The Contractor, to the extent not already described in this Part 17, must as applicable obtain, complete and/or prepare, and must submit to the District, any and all close-out submittals and/or information required pursuant to any other requirement of the Contract Documents.

17.9 Contractor Guarantee. The Contractor must provide to the District an executed copy of the “Contractor Guarantee” form, which is one of the Required Project Forms.

PART 18 CONTRACTOR GUARANTEE OF WORK

18.1 No Waiver of District Rights. In no event shall any payment to the Contractor, any provision of the Contract Documents, a Notice of Completion, or the use or occupancy of any portion of the Work or the Project, be deemed or construed: (i) to relieve the Contractor of any responsibility and/or liability for any defective or improper systems, equipment, materials or other things incorporated into the Work, faulty workmanship, or Work not performed in accordance with the Contract Documents and all applicable Legal Requirements (“Defective Work”); (ii) to constitute acceptance by the District, without recourse, of any Defective Work; or (iii) to constitute a waiver of any right the District has to hold the Contractor responsible and/or liable for any Defective Work.

18.2 Contractor's General Guarantee of Work. In addition to any other guarantees or warranties of the Contractor pursuant to the Contract Documents, the Contractor hereby guarantees that, during all applicable Guarantee Periods: (i) all Work shall have been performed in accordance with all requirements of the Contract Documents and applicable Legal Requirements, and the Work and the Project are otherwise free of any Defective Work; and (ii) if any Defective Work is discovered during the applicable Guarantee Period, the Contractor shall at its cost repair, replace or otherwise correct the affected portion of the Work as provided in this Part 18 ("Contractor Guarantee"). Without limiting the foregoing, the Contractor Guarantee shall be deemed and construed to guarantee against any and all defects that may arise from any error or fault in any design(s) for which the Contractor was responsible in accordance with the Contract Documents, including, without limitation, any design provided by or through any Subcontractor or other person or entity in connection with the Work. No failure by the Inspector of Record or any other party to inspect or properly inspect any portion of the Work shall be deemed or construed to limit or otherwise condition the Contractor's responsibilities and/or liabilities pursuant to the Contractor Guarantee.

18.3 Limitations on Contractor Guarantee. The Contractor Guarantee does not guarantee against damage to the Work: (i) caused by the District or any persons or entities other than the Contractor or any Subcontractor or other person or entity on, at or in the vicinity of the Project Site on account of the Work; (ii) resulting from a lack of reasonable maintenance after the Substantial Completion Date; or (iii) resulting from changes to the Work performed by any persons or entities for whom the Contractor is not directly or indirectly responsible, unless the changes were performed in accordance with the Contract Documents and/or instructions or directions provided by the Contractor.

18.4 Applicable Guarantee Periods. Except as the Contract Documents otherwise provide, the Contractor Guarantee shall be and remain in effect at all times during the period ("Guarantee Period") that commences on the Substantial Completion Date and ends on the sooner of: (i) the date that is one year after the Project Acceptance Date; or (ii) the date that is two years after the Substantial Completion Date. The foregoing definition of the Guarantee Period shall be deemed and construed to apply to the Work generally, and shall not be deemed or construed to supersede or limit any provision of the Contract Documents that specifically requires a longer Guarantee Period. In no event shall any applicable Guarantee Period serve as a limitation with respect to latent defects in the Work, which remain subject to applicable statute(s) of limitation.

18.5 Specific Guarantee Periods for HVAC and Roofing. The Guarantee Period for all heating, ventilation and air conditioning equipment, controls, *et cetera*, shall start when such portion of the Work first commences and shall end on the sooner of: (i) the date that is two years after the Project Acceptance Date; or (ii) three years after the Substantial Completion Date. The Guarantee Period for all roofing materials, membranes, sheet-metal, *et cetera*, shall start when such portion of the Work first commences and shall end on the date that is five years after the Substantial Completion Date.

18.6 Manufacturer and Other Third-Party Guarantees. The Contractor Guarantee shall in no event be deemed or construed to limit, in any manner, any manufacturer or other third-party guarantee or warranty (including, without limitation, any that have a longer applicable Guarantee Period). No such manufacturer or other third-party guarantee or warranty shall be deemed or construed to relieve the Contractor from its responsibilities and/or liabilities pursuant to the Contractor Guarantee. At all times while the Contractor Guarantee is in effect during an applicable Guarantee Period, but not thereafter, the Contractor must assist the District in processing any manufacturer and other third-party guarantee or

warranty claims with respect to systems, equipment, materials and/or other things incorporated into the Project as part of the Work.

18.7 Guarantee Work by Contractor. Within ten days after receipt of written notice from the District, the Contractor, at no cost to the District, must repair, replace or otherwise correct: (i) any Defective Work that is discovered or revealed during an applicable Guarantee Period; and (ii) any systems, equipment, materials and/or other things damaged, destroyed or otherwise disturbed as a consequence of the repair, replacement or other correction of the Defective Work (“Guarantee Work”). All such Guarantee Work must result in a repair, replacement or other correction that satisfies all requirements of the Contract Documents or otherwise must be completed in accordance with District requirements. The Contractor must coordinate all Guarantee Work with the District in order to avoid interfering with District operations and/or endangering anyone at the Project Site. If the Contractor timely commences any Guarantee Work, but the Guarantee Work reasonably cannot be completed within ten days of notice from the District, the District shall determine a reasonable time within which the Contractor must complete the Guarantee Work. The Contractor must provide written notice to the District upon completing any Guarantee Work.

18.8 District Performance of Guarantee Work. The District may at any time cause any required Guarantee Work to be performed, as reasonably determined by the District, if: (i) the Contractor fails to undertake and/or complete the Guarantee Work within the time permitted pursuant to Section 18.7 of these General Conditions; or (ii) as reasonably determined by the District, an Emergency situation exists and the delay that would result from providing notice to the Contractor and permitting the Contractor to perform the Guarantee Work would endanger or further endanger any person(s) or property. The costs incurred by the District in connection with such Guarantee Work shall be assessed against the Contractor, and shall accrue interest at the maximum legal rate permitted in the State. In no event shall the District causing any Guarantee Work to be performed in accordance with this Section 18.8 be deemed or construed to limit or otherwise condition the responsibilities and/or liabilities of the Contractor pursuant to the Contractor Guarantee.

18.9 Warranty of Title to Work. The Contractor further warrants that title to all systems, equipment, materials and other things incorporated into Work will pass to the District upon receipt of payment by Contractor, free and clear of all claims, liens, stop notices, security interests, charges, *et cetera* (for purposes of this Section 18.9, each a “lien”). The Contractor’s indemnification and other obligations pursuant to Part 21 of these General Conditions shall apply with respect to any and all such liens. The foregoing shall not be deemed or construed to: (i) prohibit the Contractor from asserting any Claim in accordance with the Contract Documents; or (ii) require that the Contractor deliver to the District title to any utility metering devices or similar equipment owned by any public or private utility company or service and installed as part of the Work for purposes of providing permanent utilities or services to or for the Project.

PART 19 PROGRESS PAYMENTS AND FINAL PAYMENT

19.1 Schedule of Values. Within ten days of the date of the Notice of Award, the Contractor must submit to the District, Architect and Inspector of Record a proposed schedule of the values allocated to the various portions of the Work (“Schedule of Values”), which must: (i) list the true actual cost of each separate activity and item included within the Work for which payment will be requested; (ii) specify the amount of overhead and profit applicable to each such activity and item; (iii) separately itemize rough and finish work for the basic trades; (iv) specify individual dollar figures for “large dollar” purchases, including,

without limitation, systems, equipment, materials and/or other things to be incorporated into the Work; and (v) consistent with the approved Master Construction Schedule, specify the projected total amounts payable each month during the course of the Work. The Contractor must not “front-load” the Schedule of Values by allocating increased or otherwise false dollar amounts to activities and/or items required to be performed in the early stages of the Work, and the District, in its sole discretion, may use the values allocated in the Schedule of Values as costs of activities and/or items that are eliminated from the scope of the Work. The Contractor must submit its proposed Schedule of Values with such documentary or other supporting evidence as reasonably supports and substantiates the allocations of values to the various portions of the Work. The Contractor must submit the Schedule of Values on such forms or software programs (e.g., Microsoft Project, Prolog, Expedition or Primavera) as approved by the Architect.

19.2 Contractor Must Obtain Approval of Schedule of Values. The primary purpose of the Schedule of Values is to serve as one basis for reviewing each Progress Payment Request submitted by the Contractor. Therefore, the Schedule of Values is subject to reasonable approval by the District, Architect and Inspector of Record, and the District shall not be required to make any payment to the Contractor unless and until the Contractor has obtained approval of an acceptable Schedule of Values. The District and/or Architect may require that the Contractor modify the Schedule of Values as they determine reasonably necessary. If the Schedule of Values is returned to the Contractor for any such modifications, the Contractor must modify and resubmit the Schedule of Values within two days. If the Contractor objects to any such required modification, the Contractor must, within such two-day period, provide any additional information to the District, Architect and Inspector of Record that the Contractor believes supports and substantiates that the modification is not necessary. The Architect’s decision regarding any such disputed modification shall be final and binding.

19.3 Contractor Must Monitor and Update Schedule of Values. The Contractor must update the Schedule of Values from time to time as reasonably necessary during the course of the Work, but in no event less than once per month or less than fourteen days prior to when amounts allocated in the Schedule of Values are to become due and payable. In each such update, the Contractor must identify and account for any changes in the Schedule of Values arising from delays, changes in the Work, changes in the Master Construction Schedule, *et cetera*. The Contractor must submit each update to the Schedule of Values for approval in accordance with the requirements set forth in Section 19.2 of these General Conditions that are applicable to the initial proposed Schedule of Values.

19.4 Materials Not Incorporated into Work. Notwithstanding anything to the contrary, the District shall not be required to pay the Contractor for any systems, equipment, materials or other things that have been purchased by the Contractor and stored on, at or in the vicinity of the Project Site, but not incorporated into the Work. The Contractor shall retain full responsibility and liability for any such things at all times, and for completing the Work in accordance with all applicable requirements of the Contract Documents.

19.5 Contractor Must Arrange Progress Payment Review Meetings. The Contractor must arrange to meet at the Project Site with the District, Architect and Inspector of Record in advance, but not more than five days in advance, of submitting each Progress Payment Request, to review and discuss the Work for which the Contractor intends to seek payment in such Progress Payment Request (each a “Progress Payment Review Meeting”). The Contractor must provide to the meeting attendees, at the beginning of each Progress Payment Review Meeting, a comprehensive list of the Work that the Contractor intends to include within the scope of the Progress Payment Request. Upon request, the Contractor must show such Work to

the meeting attendees and respond to relevant questions. If the District, Architect or Inspector of Record requests additional documentary or other support of the proposed Progress Payment Request, the Contractor must submit such documentary or other support with the Progress Payment Request submitted in accordance with Section 19.6 of these General Conditions. Such documentary or other support may include, without limitation, purchase invoices, rental receipts, delivery slips, certified payroll records, *et cetera*.

19.6 Contractor Submittal of Progress Payment Requests.

19.6.1 Timing and Content of Progress Payment Request. Not later than the seventh day of each month during the course of the Work, the Contractor must submit to the Architect a written request for payment on account of the Work completed during (or, if not previously compensated, prior to) the immediately preceding month (each a "Progress Payment Request"). Each Progress Payment Request must be submitted on a copy of the "Progress Payment Request" form, which is one of the Required Project Forms. The Contractor must itemize in each Progress Payment Request the total payment amount requested, the portions of such total amount allocated to the various portions of the Work, the portions of such total amount attributable to each Subcontractor, materialman, and other person or entity that has furnished labor, material, and equipment in connection with such Work, and the total balance due to each such Subcontractor, materialman and other person or entity after payment is made on account of the Progress Payment Request. The Contractor also must itemize in each Progress Payment Request a reasonable, good-faith estimate of: (i) the percentage of total Work completed as of the end of the payment period covered by the Progress Payment Request, based on the then most-recent approved Schedule of Values; (ii) the portion of the Final GMP allocable to labor, materials and equipment incorporated into the Work during the payment period; and (iii) as applicable, the pro-rata share (based on Contract Time) or designated lump-sum amount for the payment period of any general conditions costs approved and included in the Schedule of Values. No Progress Payment Request shall be deemed or construed to constitute a complete and valid request for progress payment unless and until: (i) the Contractor submits it with all required materials specified in Subsection 19.6.2 (or, if applicable, Subsection 19.6.3) of these General Conditions; and (ii) the Contractor provides the copies of the Progress Payment Request and all such required materials as specified in Subsection 19.6.4 of these General Conditions.

19.6.2 Materials to be Submitted with Progress Payment Request. The Contractor must submit, with each Progress Payment Request, all of the following: (i) an updated Master Construction Schedule showing changes since the Contractor provided the immediately prior update to the District; (ii) the updated Schedule of Values covering the payment period, as adjusted on account of any updates to the Master Construction Schedule made during the payment period; (iii) copies of all permits or other governmental licenses and approvals relating to the Work that were obtained or issued during the payment period; (iv) all information required pursuant to Section 3.11 of these General Conditions relating to as-built Work implemented during the payment period; (v) copies of any certified payroll records requested by the District; (vi) conditional and unconditional waivers and releases as required pursuant to Section 19.7 of these General Conditions; and (vii) an executed copy of the "Certification of Progress Payment Request" form, which is one of the Required Project Forms.

19.6.3 Final Progress Payment Request. Notwithstanding the requirement set forth in Subsection 19.6.1 of these General Conditions for submitting Progress Payment Requests by the seventh day of each month, the Contractor may submit a final Progress Payment Request to the Architect only after the District Board has accepted all of the Work in accordance with Section 16.8 of these General Conditions. The Contractor must specify in the final Progress Payment Request: (i) that Contractor is seeking final payment for all Work required pursuant to the Contract; (ii) the total payment amount requested and an itemization

of such cost for each of the various portions of the Work; and (iii) that Contractor has satisfied all conditions precedent to payment of the final Construction Progress Payment to Contractor, including, without limitation, requirements of Part 17 of these General Conditions. The Contractor must submit with the final Progress Payment Request all of the materials specified in clauses (iii) through (vii), inclusive, of Subsection 19.6.2 of these General Conditions.

19.6.4 Copies of Progress Payment Requests and Supporting Materials. Concurrently with submitting any Progress Payment Request and other information to the Architect as required by this Section 19.6, the Contractor must submit copies of all such information to the District and Inspector of Record.

19.7 Requirements for Progress Payment Waivers and Releases.

19.7.1 Conditional Waivers and Releases for Contractor. With each Progress Payment Request that it submits in accordance with this Part 19, the Contractor must also submit an executed copy of the “Conditional Waiver and Release (Progress Payment)” form, which is one of the Required Project Forms. Such Conditional Waiver and Release (Progress Payment) must conditionally waive all lien and stop notice rights the Contractor may have against the District, the Project Site and the Project, with respect to all payments to be made to the Contractor on account of the Progress Payment Request. Each Conditional Waiver and Release (Progress Payment) must be duly-executed and must contain an original signature of an Authorized Contractor Representative.

19.7.2 Unconditional Waivers and Releases for Contractor. With each Progress Payment Request that it submits in accordance with this Part 19, the Contractor must also submit an executed copy of the “Unconditional Waiver and Release (Progress Payment)” form, which is one of the Required Project Forms. Such Unconditional Waiver and Release (Progress Payment) must unconditionally and irrevocably waive all lien and stop notice rights the Contractor may have against the District, the Project Site and the Project, with respect to all payments actually made to the Contractor on account of any prior Progress Payment Request. The Contractor must submit an Unconditional Waiver and Release (Progress Payment) in connection with a Progress Payment Request only if it was paid any funds on account of any prior Progress Payment Request for which it has not already submitted an Unconditional Waiver and Release (Progress Payment). Each Unconditional Waiver and Release (Progress Payment) must be duly-executed and must contain an original signature of an Authorized Contractor Representative.

19.7.3 Unconditional Waivers and Releases for Subcontractors and Others. With each Progress Payment Request that it submits in accordance with this Part 19, the Contractor must deliver to the District an executed copy of the “Unconditional Waiver and Release (Progress Payment)” form, which is one of the Required Project Forms for each Subcontractor, materialman and other person or entity that provided any labor, services, materials or equipment in connection with the Work. Any such person or entity must provide an Unconditional Waiver and Release (Progress Payment) in connection with a Progress Payment Request only if it was paid any funds on account of any prior Progress Payment Request for which it has not already submitted an Unconditional Waiver and Release (Progress Payment). Each Unconditional Waiver and Release (Progress Payment) must be duly-executed and must contain an original signature of the person or entity’s authorized representative.

19.7.4 Waiver and Release for Final Payment to Contractor. As a condition precedent to the District’s obligation to make the final payment to the Contractor pursuant to Section 19.12 of these General Conditions, the Contractor must submit with its final Progress Payment Request an executed copy of

the “Conditional Waiver and Release (Final Payment)” form, which is one of the Required Project Forms. The Conditional Waiver and Release (Final Payment) must be duly-executed and must contain an original signature of an Authorized Contractor Representative.

19.7.5 Waivers and Releases for Final Payment to Subcontractors and Others. As a continuing obligation of the Contractor after final payment to the Contractor pursuant to Section 19.12 of these General Conditions, the Contractor must deliver to the District, within fourteen days following such final payment, an executed copy of the “Unconditional Waiver and Release (Final Payment)” form, which is one of the Required Project Forms, for each Subcontractor, materialman and other person or entity that provided any labor, services, materials or equipment in connection with the Work. Each such Unconditional Waiver and Release (Final Payment) must be duly-executed and must contain an original signature of the person or entity’s authorized representative.

19.8 Summary of Public Contract Code Section 20104.50. The State Legislature enacted Public Contract Code Section 20104.50 to ensure that contractors on certain public works projects are timely paid for their services on such projects. If a local public agency fails to pay an undisputed and properly submitted payment request within thirty days, the agency must pay interest at the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Each agency must review payment requests as soon as practicable to determine if they are proper and suitable for payment. If a payment request is not proper, the agency must return it to the contractor within seven days, specifying in writing the reasons why it is not proper. If the agency returns an improper payment request to the contractor more than seven days after receipt, the number of days available to the agency to make payments without incurring interest will be reduced by the number of days by which the agency exceeds the seven-day return requirement. The provisions of this Part 19 encompass, among other things, the requirements of Public Contract Code Section 20104.50

19.9 Architect Decisions Regarding Progress Payment Requests.

19.9.1 Notice of Approval or Disapproval. Within seven days after receipt from the Contractor of a complete and valid Progress Payment Request, or as soon thereafter as reasonably practicable, and after having considered input from the District and the Inspector of Record, the Architect will provide written notice to the District, Inspector of Record and the Contractor regarding whether the Architect approves or disapproves the Progress Payment Request, in whole or in part. The Architect’s decision regarding whether any justifiable reason exists to disapprove all or a portion of a Progress Payment Request shall be final and binding.

19.9.2 Certification of Payment Upon Approval. If the Architect approves any Progress Payment Request in whole or in part, the Architect will concurrently submit to the District a written certification of the amount(s), based on the percentage of completion of the Work as of the date of the Progress Payment Request, that is payable to the Contractor on account of such Work (“Certification of Payment”). Each Certification of Payment will certify, to the best of the Architect’s knowledge, information, and belief, and based on the Architect’s observations and inspections, and data in the Architect’s possession, that all Work covered by the Progress Payment Request has been completed in accordance with the Contract Documents.

19.9.3 Rejection and Resubmittal of Progress Payment Requests. If the Architect disapproves all or any portion of any Progress Payment Request, then, with the notice required pursuant to Subsection 19.9.1 of these General Conditions, the Architect will return the Progress Payment Request to the

Contractor with a written statement setting forth the reason(s) why it was rejected. The Contractor may correct the deficiencies in any disapproved Progress Payment Request and resubmit it without delay, but otherwise in accordance with Section 19.6 of these General Conditions. In applicable cases, the Architect will provide to the District, with the Certification of Payment for a resubmitted Progress Payment Request, a written notice specifying the number of days by which the Architect exceeded the seven-day return requirement.

19.10 Retention from Construction Progress Payments. In addition to any amount(s) withheld from any Construction Progress Payment in accordance with the Contract or applicable Legal Requirement, the District shall withhold from each Construction Progress Payment (including, without limitation, the final Construction Progress Payment) an amount equal to five percent of the total payment amount specified in the applicable Certification of Payment as security for adequate performance under the Contract (“Retention”). Subject to the District’s right to withhold some or all of the Retention as provided by the Contract or applicable Legal Requirement, the District will pay the Retention to the Contractor as provided in Section 19.12 of these General Conditions. The District shall not be required to pay any interest on any Retention withheld pursuant to this Section 19.10. Upon request and at the sole cost and expense of the Contractor, the District will permit substitution of securities in lieu of the District withholding Retention, as provided in Public Contract Code Section 22300. To the extent permitted pursuant to Public Contract Code Section 22300, the District shall have the reasonable right to direct or approve any or all such securities.

19.11 Payment of Construction Progress Payments. After receipt from the Architect of a Certification of Payment for a Progress Payment Request submitted by the Contractor, the District shall pay to the Contractor an amount equal to the amount certified in the Certification of Payment less any duly withheld amounts (each a “Construction Progress Payment”). The District shall pay each such Construction Progress Payment (including, without limitation, the final Construction Progress Payment) to the Contractor within thirty days after receipt from the Contractor of the complete Progress Payment Request; provided, however, that the District shall make the Construction Progress Payment to the Contractor an appropriate number of days less than thirty days if the Certification of Payment relates to a complete Progress Payment Request that was disapproved, but returned to the Contractor more than seven days after receipt. If the District fails to timely pay an undisputed Construction Progress Payment to the Contractor, the unpaid amount shall accrue interest, at the legal rate specified in Code of Civil Procedure Section 685.010, for each day the payment is late.

19.12 Release of Retention to Contractor. The District shall release and pay to the Contractor any and all Retention, less any amount(s) the District deems necessary to withhold as provided by the Contract or applicable Legal Requirement, not sooner than 35 days after a Notice of Completion for the Work is recorded, but not later than 60 days after the first to occur of: (i) the District records a Notice of Completion for the Work; or (ii) “completion” of the Work is deemed to have occurred in accordance with Public Contract Code Section 7107. In the event the District releases and pays Retention to the Contractor because completion is deemed to have occurred in accordance with Public Contract Code Section 7107, the Contractor shall not thereby be deemed or construed to have been released from its obligations pursuant to the Contract, but the Contractor may terminate the Contract for cause at any time after the prerequisites set forth in Section 20.9 of these General Conditions have been satisfied.

19.13 District Issuance of Joint Checks. The District, in its sole discretion, may determine that it is necessary or advisable to issue any payment to the Contractor in the form of a joint check made payable to the Contractor and any of its Subcontractors, materialmen, or other persons or entities. The joint check

payees shall be responsible for the allocation and disbursement of such funds between them. Except as may be required by applicable Legal Requirement, the District shall have no obligation to pay, or to ensure the payment of, any Subcontractor, materialman, or other person or entity that has furnished any labor, materials, services, goods or other things in connection with the Work. In no event shall the issuance by the District of any joint check be deemed or construed to: (i) constitute an understanding or agreement between the District and any such Subcontractor, materialman, or other person or entity, regardless of the number of joint checks issued; (ii) constitute an obligation of the District to any such Subcontractor, materialman, or other person or entity; or (iii) constitute or create any cause of action against the District by the Contractor or any such Subcontractor, materialman, or other person or entity.

19.14 District Does Not Waive Rights by Inspecting, Approving or Paying. In no circumstances shall any inspection and/or approval of any portion of the Work, any error or inaccuracy in any estimate or Schedule of Values, any processing of any Progress Payment Request, any issuance of a Certification of Payment, or any payment to the Contractor of any Construction Progress Payment or Retention, be deemed or construed to constitute: (i) a release of the Contractor from any of its obligations pursuant to the Contract; (ii) a representation that any information submitted by the Contractor to substantiate any payment amount is accurate or was verified; (iii) a representation that payments to Subcontractors, materialmen and others as required were verified or confirmed; (iv) a representation that the Work complies in all respects with the requirements of the Contract Documents; (v) a representation that the means, methods, techniques, sequences or procedures used in performing the Work were reviewed and/or approved; (vi) an approval of any means, methods, techniques, sequences or procedures used in the Work; (vii) an approval of the use of any invention, appliance, process, article, device, or material, in violation of any royalty, patent or other rights of any person or entity; (viii) an acceptance of any Work that does not conform to the requirements of the Contract Documents; (ix) a waiver by the District of any right(s) it has to enforce the Contractor's obligations pursuant to the Contract; or (x) a release of the Contractor or its surety or sureties from responsibility for damages arising from the Work.

19.15 Stop Notices and Liens. The Contractor has sole responsibility and liability for ensuring that no person or entity files or otherwise imposes or causes to be imposed any stop notice or lien on or in relation to the Project Site or any portion of the Work or the Project on account of any labor, services, materials, equipment or other thing that the Contractor furnishes or causes to be furnished in connection with the Work. If any such stop notice or lien is filed or otherwise imposed, and if the stop notice or lien has merit or is valid, the Contractor shall be responsible and liable for all costs and expenses incurred by the District in connection with the stop notice or lien, including, without limitation, any attorney's fees and expenses. Any such costs and expenses shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

PART 20 TERMINATION AND OTHER REMEDIES

20.1 Termination of Right to Perform Work for Cause.

20.1.1 Cause for Termination. The Contractor shall be in default of its obligations pursuant to the Contract, and the District may terminate the Contractor's right to perform the Work for cause, if:

- (i) the Contractor or any Subcontractor refuses or fails to accomplish the Work or any portion thereof in accordance with the Contract Documents or with such diligence as will ensure Substantial Completion within the time required pursuant to the Master Construction Schedule;
- (ii) the Work, or any portion or phase of the Work, is not, or reasonably will not be, Substantially Completed within the time required pursuant to the Master Construction Schedule;
- (iii) the Contractor or any Subcontractor unreasonably, persistently or repeatedly refuses or fails to supply enough properly skilled workers and/or proper materials to the Project;
- (iv) the Contractor or any necessary Subcontractor is unreasonably, persistently or repeatedly absent from the Project Site;
- (v) the Contractor fails to timely and fully pay any Subcontractors, materialmen, or other individuals or entities the funds to which they are entitled in connection with the Work;
- (vi) the Contractor or any Subcontractor, materialman or other individual or entity that furnishes labor, materials, services or other things in connection with the Work disregards or otherwise fails to comply with any applicable Legal Requirement;
- (vii) the Contractor becomes the subject of voluntary or involuntary bankruptcy proceedings and/or a court determines that the Contractor is bankrupt or otherwise unable to timely pay its bills and/or comply with its contractual obligations;
- (viii) the Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of the Contractor's insolvency; or
- (ix) the Contractor or any Subcontractor fails to perform any of its obligations as and when required by the Contract, or otherwise violates any of the material provisions of the Contract.

20.1.2 Notice of Intent to Terminate for Cause. In any situation described in Subsection 20.1.1 of these General Conditions, the District may provide written notice to the Contractor and its surety of the District's intention to terminate the Contractor's right to perform the Work ("Notice of Intent to Terminate for Cause"), stating in reasonable detail the reasons for the termination. The Contractor's right to perform the Work shall terminate ten days after receipt of a Notice of Intent to Terminate for Cause unless the reasons for termination have been resolved, corrected or cured, or arrangements satisfactory to the District have been made for correction or cure. The Contractor and its surety shall remain liable in accordance with the Contract Documents for all Work performed prior to such termination.

20.2 Surety and District Rights to Perform Work After Termination for Cause. In the event the District issues a Notice of Intent to Terminate for Cause, the Contractor's surety shall have the right to take over and perform the Contract. If the surety does not (i) give the District written notice of surety's intention to take over and commence performance of the Contract within ten days of receipt of the Notice of Intent to Terminate for Cause and (ii) commence performance of the Contract within twenty days after receipt of the Notice of Intent to Terminate for Cause, then the District may elect to take over and proceed to complete the Work, by separate contract or by any other means or method the District deems advisable, for the account of and at the expense of the Contractor and/or the surety.

20.3 District Performance of Work After Termination for Cause. In no event after receipt of a Notice of Intent to Terminate for Cause shall the Contractor remove from the Project Site, or suffer or permit the removal from the Project Site of, any tools, equipment, vehicles, materials, supplies, appliances, plants, or other items owned, leased or rented by the Contractor and used or employed in connection with the Work. In the event the District elects to take over the Work as specified in Section 20.2 of these General Conditions, then: (i) the District may, without liability for so doing, take possession of and use in completing the Work all such tools, equipment, vehicles, materials, supplies, appliances, plants, or other items on or at the Project Site used or employed in connection with the Work and owned, leased or rented by the Contractor; (ii) at the District's election, any or all of the Subcontracts shall be deemed to have been assigned to the District; and (iii) the Contractor and its surety shall be liable to the District for any costs or other damages incurred by the District attributable to or arising from the District taking over the Work as provided in this Section. **THE CONTRACTOR MUST ENSURE THAT EACH OF ITS CONTRACTS WITH ITS SUBCONTRACTORS AND SURETIES INCLUDES SUCH PROVISIONS AS ARE NECESSARY TO EFFECTUATE THE REQUIREMENTS OF THIS SECTION 20.3, HOWEVER, NO FAILURE TO DO SO WILL INVALIDATE SUCH REQUIREMENTS.**

20.4 Contractor Compensation After Termination for Cause. In the event the Contractor's right to perform the Work is terminated pursuant to Section 20.1 of these General Conditions, the Contract shall remain in effect. However, in such event, the Contractor shall not be entitled to receive any further payment pursuant to the Contract: (i) until the Project has been fully completed and accepted in accordance with Section 16.8 of these General Conditions; and (ii) only if the cost to the District to complete the Work is less than the unpaid portion of the Final GMP as adjusted in accordance with the Contract. If the cost incurred by the District to complete the Work exceeds such unpaid portion of the Final GMP, the Contractor (or its surety) shall pay the difference to the District within thirty days of receiving an invoice for such amount from the District.

20.5 Termination of Right to Perform Work for Convenience. The District, for any reason and without need for cause, may terminate the Work in whole or, from time to time, in part, regardless of the circumstances resulting in termination. In any such event, the District shall provide written notice to the Contractor of the termination ("Notice of Termination for Convenience"). The Contractor shall remain liable in accordance with the Contract Documents for all Work performed prior to any such termination, and the Contractor's surety shall not be deemed or construed to have been relieved of its obligations in regard to any just claims arising out of or relating to such Work.

20.6 Contractor Must Cease Work Upon Termination for Convenience. Upon receipt of a Notice of Termination for Convenience, the Contractor shall immediately proceed to: (i) stop all Work to the extent specified in the Notice of Termination for Convenience; (ii) as specified in the Notice of Termination for Convenience, complete any Work that must be finished off prior to termination in a least-cost/shortest-time manner while still maintaining the quality required pursuant to the Contract Documents; (iii) leave the terminated portion of the Work (to the extent already completed) in a safe and clean condition so that it will not pose any threat to the health or safety of any persons; (iv) terminate all Subcontracts to the extent those provide for the terminated portions of the Work, except such Subcontracts as specified in the Notice of Termination for Convenience that shall be deemed to be assigned to the District; and (v) place no further orders and make no further contracts with Subcontractors, except as necessary to complete portions of the Work not terminated.

20.7 Documenting Costs After Termination for Convenience. Within fourteen days after the effective date of a termination for convenience, the Contractor must submit to the District all documentation required pursuant to Section 19.6 of these General Conditions to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the termination. In addition, within twenty-one days after the effective date of any such termination, the Contractor must submit to the District such documentation as reasonably details and substantiates costs reasonably incurred by the Contractor solely as a result of the termination for convenience. All of the foregoing documentation must: (i) describe the costs incurred with particularity; and (ii) be conspicuously identified as "Termination Costs Resulting from Termination for District Convenience."

20.8 Compensation After Termination for Convenience. In the event of a termination for convenience, subject to receipt of reasonable substantiating documentation as described in Section 20.7 of these General Conditions, the District shall pay to the Contractor an amount equal to the total of: (i) the actual costs incurred by the Contractor in accordance with the provisions of the Contract Documents attributable to the terminated portion of the Work that was satisfactorily completed by the Contractor, but not previously paid by the District ("Actual Costs"); (ii) a reasonable allowance for profit on the Actual Costs, provided that the Contractor establishes to the satisfaction of the District that it is reasonably probable the Contractor would have made a profit on such portion of the Work, but in no event shall such allowance exceed ten percent of the Actual Costs; and (iii) a reasonable allowance for administrative and demobilization costs incurred by the Contractor, but in no event shall such allowance exceed five percent of the Actual Costs. Notwithstanding anything to the contrary, in no event shall the total amount payable to the Contractor pursuant to this Section exceed the portion of the Final GMP that is proportionate to the portion of the Work satisfactorily completed prior to termination, consistent with the then-most recent approved Schedule of Values.

20.9 Termination by the Contractor for Cause. The Contractor may terminate the Contract, by providing written notice to the District, in the event: (i) as a result of factors beyond the Contractor's control and not arising from any fault, omission, act or negligence of the Contractor or any Subcontractor, materialman or other person or entity that has furnished or is to furnish any labor, materials, services or other things in connection with the Work, there has been a cessation or suspension of all Work for a period of more than one-hundred and twenty consecutive days, and the District has not provided to the Contractor within such period a notice to resume the Work, a Notice of Intent to Terminate for Cause, or a Notice of Termination for Convenience; or (ii) after notice and reasonable opportunity to cure, the District fails to pay the Contractor any substantial undisputed sums due to the Contractor in accordance with the Contract Documents. In the event of a termination by the Contractor pursuant to this Section, and subject to Section 20.10 of these General Conditions, the Contractor shall be entitled to compensation as provided in Section 20.8 of these General Conditions for a termination for convenience, including, without limitation, compensation not in excess of the proportionate amount of the Final GMP. In the event of termination by the Contractor pursuant to this Section, the Contractor shall have no Claim(s) against the District except with respect to Work that the Contractor performed prior to termination. The Contractor and its surety shall remain liable in accordance with the Contract Documents for all Work performed prior to such termination.

20.10 Documenting Costs After Contractor Termination for Cause. Within fourteen days after the effective date of a termination by the Contractor for cause pursuant to Section 20.9 of these General Conditions, the Contractor must submit to the District all documentation required pursuant to Section 19.6 of these General Conditions to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the termination. All of the foregoing documentation must: (i)

describe the costs incurred with particularity; and (ii) be conspicuously identified as "Termination Costs Resulting from Contractor Termination for Cause."

20.11 Remedies for Default Other Than Termination. In the event the Contractor is in default of its obligations pursuant to the Contract in any one or more of the ways specified in Section 20.1 of these General Conditions, then, in its sole discretion and after notice as provided in this Section, the District shall have the right to cure or otherwise correct the default(s), by any reasonable means or method the District deems advisable, without terminating the Contract or the Contractor's right to perform the other portions of the Work. If the District so intends to cure or otherwise correct any default(s) by the Contractor, the District shall provide written notice to the Contractor and its surety. If, within five days of receiving such notice (or, in the event of an Emergency or situation involving an existing or potential safety hazard, within such shorter period of time, if any, as set forth in the notice), the Contractor fails to adequately cure or otherwise correct the default(s), or fails to make arrangements satisfactory to the District for such adequate cure or other correction, the District shall have the right to cure or otherwise correct the default(s), by separate contract or by any other reasonable means or method the District deems advisable (including, without limitation, supplementing the workforce of the Contractor or any Subcontractor with additional workers and/or equipment), for the account of and at the expense of the Contractor. If the District is required to expend funds in connection with any such cure or other correction, such amounts shall accrue interest at the maximum legal rate from the date(s) expended to the date(s) the District is reimbursed, whether reimbursed directly by the Contractor or its surety. Such amounts shall be charged to the Contractor and/or deducted from amounts payable to the Contractor pursuant to the Contract. The rights of the District pursuant to this Section are in addition to, not in lieu of, any other rights and remedies the District may have pursuant to law, equity or contract, and in no circumstances shall the rights of the District pursuant to this Section be deemed or construed to limit or constitute a waiver by the District of any such rights or remedies. Neither the Contractor nor its surety shall have any recourse against the District with respect to any cure(s) and/or other correction(s) undertaken by the District in good faith.

PART 21 INDEMNIFICATION OF DISTRICT AND OTHERS

21.1 Indemnification of District and its Representatives. Subject to the provisions of Section 21.4 of these General Conditions, the Contractor shall indemnify, defend, and hold-harmless the District and, if retained by the District, the Construction Manager (each a "District Indemnitee"), and each of them, from and against any and all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, expenses (including, without limitation, attorneys' fees), and other liabilities of any nature arising from the performance of the Work and/or the Contractor's acts and/or omissions in connection with the Contract, including, without limitation, liabilities arising from: (i) personal injury (including death) or property damage; (ii) any act or omission by the Contractor, any Subcontractor, or any other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work; and (iii) infringement or alleged infringement of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless specifically stated otherwise in the Contract Documents. The obligations of the Contractor pursuant to this Section are in addition to, and not in lieu of, any other obligations the Contractor has pursuant to the Contract and/or applicable Legal Requirements.

21.2 Contractor Defense of District and its Representatives. The Contractor, at its sole cost and expense, shall defend each and every claim, demand, action, and other proceeding within the scope of

Section 21.1 of these General Conditions initiated against any District Indemnitee, regardless of whether the District Indemnitee may be the sole party named in the claim, demand, action or other proceeding. Any such defense must be conducted by knowledgeable and experienced legal counsel selected and retained by the Contractor at its cost, but reasonably acceptable to the District. Without limiting anything else in any indemnity provisions of the Contract, the Contractor shall also pay the full cost to the District of the monitoring of, and, if necessary, the participation in, the defense of any District Indemnitee by the District's legal counsel. Without jeopardizing or compromising any of its other rights, the District may settle any claim, demand, action or other legal proceeding on terms determined by the District Board to be reasonable and in the best interests of the District and/or any District Indemnitee. As part of its obligations pursuant to this Section and Section 21.1 of these General Conditions, and with respect to any claim, demand, action or other proceeding within the scope of such Sections, within thirty days of receiving an invoice from the District, the Contractor shall reimburse the District for any and all: (i) judgments paid by the District; (ii) amounts paid by the District in settling such claim, demand, action or other proceeding; and (iii) any other legal or other costs and expenses reasonably incurred by the District in connection with such claim, demand, action or other proceeding. If the Contractor fails to pay any such amount(s) within the required time, the unpaid amount(s) shall accrue interest at the legal rate.

21.3 Indemnification of Officers, Employees, and Agents of District Indemnitees. For purposes of each and every obligation of the Contractor set forth in these General Conditions and other Contract Documents to indemnify, defend and/or hold-harmless any party, the reference to the indemnified party shall be deemed and construed to be a reference also to, as applicable, that party's board members, officers, employees, agents, and other representatives.

21.4 Limitation on Contractor Indemnification Obligations. Notwithstanding anything to the contrary, the Contractor shall not be responsible or liable pursuant to Sections 21.1, 21.2 or 21.3 of these General Conditions, or any other indemnification provisions set forth in the Contract Documents, to the extent that a claim, demand, action, other proceeding, lien, judgment, damage, loss, cost, expense, or other liability is attributable to the active negligence or willful misconduct of the District. This Part 21 of these General Conditions shall not be deemed or construed to require that the Contractor indemnify, defend or hold-harmless the Architect or the Inspector of Record.

21.5 Contractor Must Ensure Subcontractors Indemnify District. The Contractor must include provisions in each Subcontract requiring that the Subcontractor also indemnify, defend and hold-harmless the District Indemnitees to the same extent required of the Contractor pursuant to this Part 21 of these General Conditions.

PART 22 CLAIMS AND LEGAL PROCEEDINGS

22.1 Requirements and Procedures for Filing Claims Are Mandatory. This Part 22 establishes mandatory requirements and procedures applicable to the filing by the Contractor of any and each demand for: (i) extension of time; (ii) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which the claimant is not otherwise entitled; or (iii) an amount the payment of which is disputed by the District (each of the foregoing "Claim"). **IF THE CONTRACTOR FAILS TO FILE ANY CLAIM IN STRICT ACCORDANCE WITH CERTAIN REQUIREMENTS AND PROCEDURES DESCRIBED IN THIS PART 22, THE CONTRACTOR SHALL BE DEEMED AND CONSTRUED TO HAVE FORFEITED AND WAIVED ANY AND ALL**

RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING BASED ON ANY FACTS AND/OR CIRCUMSTANCES FORMING A BASIS FOR THE CLAIM.

22.2 Mandatory Time Limits for Filing of Claims. The Contractor must file each Claim within fourteen days of the date the Contractor first becomes aware or reasonably should have first become aware of any basis for the Claim. In addition, the Contractor must file any Claim prior to when the District issues final payment to the Contractor pursuant to Section 19.11 of these General Conditions, and the District shall reject any Claim filed thereafter as null and void. **IF THE CONTRACTOR FAILS TO FILE A CLAIM WITHIN THE PERMITTED FOURTEEN-DAY PERIOD AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL BE DEEMED AND CONSTRUED TO HAVE FORFEITED AND WAIVED ANY AND ALL RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING BASED ON ANY FACTS AND/OR CIRCUMSTANCES FORMING A BASIS FOR THE CLAIM.**

22.3 Content of Claims and Substantiating Materials. Each Claim must consist of: (i) a cover letter that sets forth a summary of the basis or bases for the Claim (including, without limitation, dates of relevant occurrences, the particular persons involved or that have relevant knowledge, the specific remedy and/or compensation the Contractor is seeking, and, if applicable, the total amount of the Claim and a breakdown of the total amount into general categories of costs incurred by the Contractor); (ii) a reasonably detailed analysis of the contractual bases for the Claim (including, without limitation, identifying all provisions of the Contract Documents relevant to the Claim), the legal bases for the Claim, and any other bases or justifications for the Claim asserted by the Contractor, with cross-references to documents submitted in support of the Claim; and (iii) all documents that support the Contractor's position(s) as described in the Claim, including, by way of example and not as a limitation, any Specifications, Drawings, cost analyses, daily reports, *et cetera*. A Claim must include all information that the Contractor desires be considered in connection with the review, analysis, and rejection or approval of the Claim.

22.4 Mandatory Certification of Claims Subject to Penalty of Perjury. The Contractor must submit each Claim with a written certification by the Contractor stating that: (i) the Contractor has reviewed the Claim and is filing it in a good-faith belief that the Contractor is entitled to the remedy and/or compensation described in the Claim; (ii) each document and item of other supporting information (whether an original or copy) submitted with the Claim is authentic (i.e., not altered or modified in any manner), accurate and complete; (iii) the Claim accurately sets forth, the total amount of the District's monetary and/or other liability for the Claim; and (iv) the Contractor acknowledges that the filing of false and/or fraudulent claims may result in fines and/or imprisonment pursuant to Government Code Sections 12650 *et seq.* and Penal Code Section 72. The duly-authorized representative of the Contractor must sign each such certification under penalty of perjury and the signature must be notarized. **IF THE CONTRACTOR FAILS TO SUBMIT THE REQUIRED CERTIFICATION WITH ANY CLAIM, THE CONTRACTOR SHALL BE DEEMED AND CONSTRUED TO HAVE FORFEITED AND WAIVED ANY AND ALL RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING BASED ON ANY FACTS AND/OR CIRCUMSTANCES FORMING A BASIS FOR THE CLAIM.**

22.5 Prerequisites for Filing Delay Claims. The Contractor may not file any Claim that demands an extension of the Contract Time and/or an increase in the Final GMP based on a delay in the Work unless the Contractor demonstrates prior compliance with all applicable requirements of Sections 11.10 and 11.11 of these General Conditions. If the District disapproves a Change Order Request submitted in accordance with Section 11.11 of these General Conditions, the period in which the Contractor may file a related Claim shall commence upon receipt by the Contractor of notice of such disapproval.

22.6 Method of Filing Claims. The Contractor must file each complete Claim (i.e., each Claim that satisfies the requirements of Sections 22.1 through 22.5, inclusive, of these General Conditions) by delivering it to the District, with copies to the Architect and Inspector of Record, via personal delivery (signature of receiving person requested) or certified or registered U.S. Mail (postage pre-paid and signature of receiving person requested).

22.7 Procedures Applicable to Claims Seeking \$375,000 or Less. Each Claim within the scope of Public Contract Code Section 20104(b)(2) that seeks an amount less than or equal to \$375,000 shall be resolved in accordance with the procedures set forth in Public Contract Code Section 20104 *et seq.* (“PCC Claims Procedures”), as those may be amended from time to time, and the PCC Claims Procedures are incorporated herein by this reference. In summary, the PCC Claims Procedures specify requirements and procedures for filing a claim, for requesting additional information, and for responding to the claim, as well as for disputing the response to the claim. Different timelines and procedures apply for claims of less than \$50,000 and for claims of \$50,000 to \$375,000. In addition, the PCC Claims Procedures specify requirements for civil actions filed to resolve claims. The PCC Claims Procedures do not apply to tort claims or alter time periods for filing of tort claims in accordance with the Government Code. For additional information, the Contractor should refer to Public Contract Code Section 20104 *et seq.* **NOTHING IN THIS SECTION 22.7 OR IN THE PCC CLAIMS PROCEDURES SHALL BE DEEMED OR CONSTRUED TO SUPERSEDE THE REQUIREMENTS OF SECTIONS 22.1 THROUGH 22.6, INCLUSIVE, OF THESE GENERAL CONDITIONS, WHICH ARE APPLICABLE TO EACH AND EVERY CLAIM ARISING FROM THE WORK OR THE CONTRACT.**

22.8 District Requests for Additional Information. At all times that a Claim is pending, the District and/or the Architect may request (including for purposes of the PCC Claims Procedures when those are applicable) that the Contractor provide additional information relevant to the Claim that is believed reasonably necessary or convenient for analysis or evaluation of the Claim. The Contractor shall provide such additional information as soon as reasonably possible, but in no event later than fourteen days after receiving the District’s request, and any time period in which the District is to respond to the Claim shall be extended by the amount of time required for the Contractor to provide the requested information.

22.9 Procedures for Initial Review of Claim by Architect. Except if and as expressly provided by the PCC Claims Procedures when those are applicable, the Architect, in consultation with the District and the Inspector of Record, will review each Claim and, within twenty days after the Claim was filed, take one or more of the following preliminary actions: (i) request that the Contractor provide additional information pursuant to Section 22.8 of these General Conditions; (ii) if necessary due to the complexity and/or number of issues described in the Claim, provide information to the Contractor as to when the Architect anticipates being able to complete its review pursuant to this Section 22.9; (iii) recommend that the District disapprove the Claim in whole or in part, stating reasons for rejection; (iv) recommend that the District approve the Claim; or (v) suggest a compromise of the Claim. Regardless of whether a Claim is processed pursuant to the PCC Claims Procedures, the District may, but is not obligated to, notify the Contractor’s surety of the nature and amount of the Claim and request the surety’s assistance in resolving the Claim.

22.10 Approval of Claim After Initial Architect Review. If the District approves a Claim, in whole or in part, upon recommendation of the Architect pursuant to Section 22.9 of these General Conditions, the Architect will provide notice of such approval to the Contractor and will, thereafter, prepare or obtain and process a Change Order or other document that appropriately documents the resolution of the Claim.

22.11 Disapproval of Claim After Initial Architect Review. If the District disapproves a Claim, in whole or in part, upon recommendation of the Architect pursuant to Section 22.9 of these General Conditions, the Architect will provide notice of such disapproval to the Contractor. Subject to the provisions of Section 22.15 of these General Conditions, to the extent the District disapproves a Claim, in whole or in part, without initiating informal efforts to resolve the Claim in accordance with Section 22.12 of these General Conditions, the Contractor may pursue any remedy available to the Contractor in accordance with the Contract.

22.12 Initiation of Mandatory Informal Claim-Resolution Efforts. In the sole discretion of the District, if the Architect has recommended that the District reject a Claim, in whole or in part, or has suggested a compromise of the Claim, the District may, by giving written notice, initiate informal efforts to resolve the Claim. In such event, the District will schedule a mandatory meeting of the Contractor and the District, Architect and Inspector of Record, to occur within ten days of the District's notice or as soon thereafter as practicable. The District and the Contractor may bring to such meeting any documents or other materials related to the basis or bases for the Claim and any individual(s) they believe necessary or convenient for purposes of such informal efforts. The individuals present at the meeting shall make good-faith efforts to resolve the Claim. If the District and the Contractor are unable to resolve the Claim during the meeting, but agree that further informal efforts would be productive, they may schedule additional meetings or discussions for purposes of continuing the efforts to resolve the Claim. If, not less than thirty days after the initial meeting, either the District or the Contractor concludes that additional informal efforts to resolve the Claim would be unavailing, that party shall provide written notice to the other party. In the event of such notice, neither the District nor the Contractor shall be required to continue informal attempts to resolve the Claim. Except if and as expressly limited by the PCC Claims Procedures when those are applicable, if the District has initiated informal Claim-resolution efforts in connection with a Claim filed by the Contractor, completion by the Contractor of such informal efforts as provided in this Section 22.12 shall be a condition precedent to the Contractor initiating any action, arbitration, or other legal proceeding arising from the Claim.

22.13 Documentation of Compromise. If the District and Contractor agree, as a result of informal Claim-resolution efforts or otherwise, to a compromise or other resolution of a Claim, the Architect will prepare or obtain and process a Change Order, or the District and Contractor shall enter into another appropriate written agreement, that appropriately documents the resolution of the Claim.

22.14 Architect Ruling if Claim Remains Unresolved. Except if and as provided by the PCC Claims Procedures when those are applicable, if the District and the Contractor fail to agree, after informal Claim-resolution efforts or otherwise, to a compromise or other resolution of a Claim or portion thereof, the Architect, in consultation with the District and Inspector of Record, will issue a written ruling on the Claim to the District and the Contractor. The Architect will issue its ruling concurrently with giving notice pursuant to Section 22.11 of these General Conditions if the District does not initiate informal dispute-resolution efforts, or, if the District does initiate such informal efforts, then within thirty days of the notice given pursuant to Section 22.12 of these General Conditions that terminated the informal efforts. The Architect's ruling will set forth the Architect's determination in regard to each separate basis for the Claim described in the Claim, and any associated adjustments to the Final GMP and/or Contract Time. Regardless of whether issued pursuant to this Section or the PCC Claims Procedures, the Architect's ruling on a Claim shall be final. Subject to the provisions of Section 22.15 of these General Conditions, if the Contractor disagrees with the Architect's ruling, the Contractor may pursue any remedy available to the Contractor in accordance with the Contract.

22.15 Conditions Precedent to Initiating Subsequent Actions. Except if and as expressly limited by the PCC Claims Procedures when those are applicable, the disapproval of a Claim, in whole or in part, pursuant to Section 22.11 of these General Conditions if the District has not initiated informal Claim-resolution efforts, or a ruling on the Claim by the Architect pursuant to Section 22.14 of these General Conditions after completion of informal Claim-resolution efforts, whichever applies, shall be a condition precedent to the initiation by the Contractor of any action, arbitration or other proceeding relating to or arising from the matters addressed in the Claim. Such condition precedent shall be deemed and construed to apply to all Claims arising from the performance of the Work, including, without limitation, Claims regarding the extent to which the Work has been completed and/or the necessity, adequacy, quality, or quantity of such Work. Notwithstanding the foregoing, the Contractor shall not be required to comply with such condition precedent if, within thirty days after written notice from the Contractor to the District and the Architect, they have failed to cure or correct any of the following: (i) the Architect has failed to take any action within the extended time determined in accordance with Section 22.8 of these General Conditions, plus any other authorized extensions; (ii) the Architect has failed to take any action pursuant to Section 22.9 of these General Conditions within twenty days or such extended time as indicated pursuant to clause (ii) of the first sentence of Section 22.9 of these General Conditions, plus any other authorized extensions; (iii) the Architect has failed to take any action within an agreed time limit; or (iv) the District has imposed or assessed remedies and/or penalties on the Contractor based on any right or obligation of the District to do so that is set forth in any applicable Legal Requirement (e.g. penalties for Labor Code violations).

22.16 Contractor Must Continue Work While Claims Pending. Neither the existence of any dispute, nor the filing or other initiation of any Claim or related action, arbitration or other legal proceeding, shall be deemed or construed to constitute a valid basis for the Contractor to stop, delay or change the Work. The Contractor must diligently continue with all Work as required by the Contract Documents (including, without limitation, as set forth in any Construction Change Directives) and in accordance with all milestones set forth in the Master Construction Schedule, regardless of whether: (i) any dispute exists or any Claim, action, arbitration or other legal proceeding has been filed or otherwise initiated; or (ii) the District disapproves any Claim. In the event a Claim is not resolved to the Contractor's satisfaction, the Contractor's sole remedy shall be to initiate an action or other legal proceedings as permitted pursuant to the Contract, but only, as described in Section 22.17 of these General Conditions, after the Project has been completed or the Contract has been terminated.

22.17 Resolving Disputes in Court of Competent Jurisdiction. If any Claim is not resolved in accordance with the procedures set forth in this Part 22 after compliance by the Contractor with all such procedures as required, then, except if and as limited by the PCC Claims Procedures when those apply, the Contractor may file an action in a court of competent jurisdiction in the County seeking resolution of the Claim through bench trial. No such action may be initiated until after: (i) the entirety of the Project has been fully completed and accepted by the District in accordance with Section 16.8 of these General Conditions; (ii) completion of the Project has occurred as defined in Subsection (c) of Public Contract Code Section 7107; or (iii) the Contract has been terminated prior to completion of the Project. **AS A CONDITION PRECEDENT TO THE CONTRACTOR'S RIGHT TO FILE ANY SUCH ACTION, WITHIN FIFTEEN DAYS AFTER COMPLETION OF THE PROCEDURES REQUIRED PURSUANT TO THIS PART 22 WITHOUT RESOLUTION OF THE APPLICABLE CLAIM, THE CONTRACTOR MUST PROVIDE WRITTEN NOTICE TO THE DISTRICT THAT THE CONTRACTOR THEREBY RESERVES ITS RIGHTS TO FILE SUCH ACTION.** Any statutory limitation on the period for filing of such an action shall be tolled, from the date the procedures required pursuant to this Part 22 are duly completed without resolution of the applicable Claim, until the date an action may be filed in accordance with the foregoing provisions of this Section.

22.18 Neither Party's Remedies Are Limited. Except as expressly stated in these General Conditions or the other Contract Documents, the rights and remedies available in accordance with the Contract are in addition to any rights and remedies available pursuant to applicable law; provided that the exercise of any and all such rights and remedies are subject to procedural requirements made applicable by this Part 22.

22.19 Applicable Law and Venue. The Contract shall be construed in accordance with the laws of the State. Any provision of law purported to be described or specified herein that is incorrectly described or specified shall, nonetheless, be applicable as if correctly described or specified herein. If any action, arbitration, mediation or other proceeding is initiated to enforce or interpret any term of the Contract, such proceeding shall be initiated and conducted only in the County.

PART 23 MISCELLANEOUS PROVISIONS

23.1 Entire Understanding and Agreement. The Contract, as defined in these General Conditions (including without limitation, the LLB Agreements) and as amended in accordance with the Contract Documents, constitutes the final, complete and exclusive statement of the terms of the agreement between the District and the Contractor pertaining to performance of the Work. The Contract supersedes all prior and contemporaneous understandings or agreements of the Parties, oral or written, except as those are included in the Contract. Each of the District and the Contractor acknowledges and agrees that neither the other party, nor its agents or attorneys, has induced the execution of the Contract by making any promise, representation, or warranty whatsoever, express or implied, not set forth in the Contract.

23.2 All Legal Requirements Deemed Included. Each and every provision required by any applicable Legal Requirement to be included in the Contract is hereby deemed to be so included, and the Contract shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by any Legal Requirement is not expressly included or incorporated into the Contract Documents, or is not correctly included or incorporated into the Contract Documents, then, upon request of either the District or the Contractor, they shall amend the Contract Documents to include or incorporate, or to correctly include or incorporate, such provision.

23.3 Execution of Documents in Counterparts. The District and Contractor may sign the Construction Services Agreement and other Contract Documents in one or more counterparts, which, taken together, shall be deemed and construed to constitute one and the same original instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of the Construction Services Agreement having original signatures of both parties.

23.4 Captions and Headings. Any and all captions or headings for the Parts, Sections, Subsections and other provisions of these General Conditions and the other Contract Documents are provided solely for convenience of the reader and shall not be deemed or construed to establish, define, or limit the content or meaning of such provisions.

23.5 No Third-Party Beneficiaries of Contract. Except to the extent provided by any applicable Legal Requirement (e.g., requirements for payment of prevailing wages to workers on the Project), no party other than the District or the Contractor may claim or assert any right or benefit arising from the Contract. Each provision of the Contract Documents shall be deemed and construed to benefit only the District and/or

the Contractor unless and only to the extent the provision is included in the Contract specifically as a result of any Legal Requirement intended to benefit any third party. Provisions of the Contract Documents that relate to or permissibly expand on any Legal Requirement intended to benefit any third party, but that are not necessary for compliance with that Legal Requirement, shall be deemed and construed as being included in the Contract for the convenience of the Parties and shall not be deemed or construed to benefit any third party or as providing a basis for any claim, demand, action or other proceeding by a third party relating to the Contract.

23.6 *Circumscribed Right to Assign Contract.* The Contractor may not, without the prior written consent of the District: (i) assign, transfer, pledge, or hypothecate the Contract or any interest therein; or (ii) sublet or lend the use of the Project Site or any portion thereof. Any consent by the District to any of the foregoing prohibited acts shall be deemed and construed to apply only in the particular circumstances for which consent is given and shall not be deemed or construed as consent for any subsequent similar or other circumstances. Except as expressly permitted by the Contract Documents, the Contractor shall not assign the Contract or any obligations pursuant to the Contract without the prior written consent of the District, which consent the District may grant or deny in its sole discretion. Any attempted or purported assignment by the Contractor of the Contract or any obligations pursuant to the Contract, without such prior written consent, shall be null and void, and the Contractor shall remain responsible for all of its obligations pursuant to the Contract. Subject to the foregoing, the Contract shall inure to the benefit of, and be binding on, the authorized successors and assigns of the Contractor.

23.7 *Waiver of Contract Requirements.* The failure by either the District or the Contractor at any time(s) to require performance of any requirement of the Contract shall in no manner affect the right at a later time to enforce the same or any other provision of the Contract. Except as expressly provided in the Contract Documents, the forbearance or indulgence by either the District or the Contractor in any regard whatsoever shall not constitute a waiver of the requirement at issue. Until complete performance by a Party of the requirement at issue, the District or Contractor, as applicable, shall be entitled to invoke any remedy available to it in accordance with this Contract, regardless of any such forbearance or indulgence. No requirement of the Contract to be performed by or on behalf of either the District or the Contractor can be waived except by the written consent of the other. Unless expressly provided in any such written waiver, no waiver by either the District or the Contractor of a breach or the performance of any requirement of the Contract shall be deemed to be construed as a continuing waiver of future breaches or future performance of the same or any other requirement.

23.8 *Requirements of Contract are Severable.* If a court of competent jurisdiction determines, for any reason, that any provision or requirement of the Contract (including, without limitation, any provision of any of the LLB Agreements) is invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision or requirement of the Contract. In such event, the remaining provisions and requirements shall be interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose of the invalid or unenforceable provision or requirement.

23.9 *Assignment of Anti-Trust Claims.* The Contractor hereby assigns to the District all rights, title and interest in and to all causes of action the Contractor may have under Section 4 of the Clayton Act (15 USC 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 purchase of goods, services, or materials pursuant to the Contract. This assignment shall become effective at the time the District tenders the final

Construction Progress Payment to the Contractor, without further acknowledgment by either the District or the Contractor.

23.10 Service of Demands and Other Notices.

23.10.1 General Requirements. Unless the Contract Documents expressly provide otherwise with respect to any particular circumstance, demands and other notices required or permitted to be given pursuant to the Contract Documents (each a "Notice") must be in writing and must be given or served in accordance with this Section 23.10.

23.10.2 Methods of Delivery. Each Notice must be sent via: (i) personal delivery (with signature of recipient and recipient's name legibly written on delivery receipt); (ii) facsimile transmission (with transmission confirmation from the sender's machine retained in the sender's files and the original of the Notice deposited into the United States mail, first-class postage prepaid, within 12 hours after transmission); (iii) registered or certified United States mail (postage pre-paid and return receipt requested); (iv) FedEx, U.P.S. or other reliable, private delivery service (with signature of recipient obtained on electronic or other delivery receipt); or (v) electronic mail (e-mail) transmission (transmission confirmation retained in sender's records and a copy provided to the other Party upon request).

23.10.3 Persons to Whom Notices Must be Sent. Notices sent to the District must be addressed and delivered to each of the Authorized District Representatives identified in Exhibit F to the Construction Services Agreement, at the District's main administrative offices, and copies of each such Notice must be sent to the Architect. Notices sent to the Contractor must be addressed and delivered to either the Job Superintendent or any of the Authorized Contractor Representatives. A Party may change its address, facsimile transmission number, or person to whom attention should be directed, by giving notice as provided in this Section 23.10.

23.10.4 Giving or Service of Notice. A Notice shall be deemed given or served only upon actual receipt by the addressee. In the case of e-mail, "actual receipt" shall mean delivery to the recipient's e-mail in-box. If a Notice, including, without limitation, any Notice sent by e-mail, is delivered on a weekend (Saturday or Sunday) or on any federal or state (the state specified in the recipient's address below) holiday, the Notice shall be deemed given or served as of the next business day. As an additional condition to sending a Notice by e-mail, the reference line must indicate that it is a "Notice Pursuant to Saugus H.S. Building D LLB Agreements." Because e-mail addresses are subject to change more frequently than physical addresses, if a Notice is to be sent by e-mail, unless the sender has personal knowledge of the correct e-mail address of each intended recipient, the sender must call and verify the current e-mail address of each intended recipient prior to sending the Notice.

23.10.5 Applicability of Section. The requirements of this Section 23.10 shall not be deemed or construed to apply to communications of the District and/or the Contractor necessary for day-to-day administration of the Contract or performance of the Work.

23.11 Public Inquiries and Complaints. If the Contractor or any Subcontractor or other person or entity on, at or in the vicinity of the Project Site on account of the Work receives any inquiry, complaint, or other communication regarding the nature, status, *et cetera*, of the Work or the Project, from any homeowner, business owner, member of the press, or other member of the public, the inquiry, complaint or other communication must be referred to the District for response. The Contractor shall as necessary

provide to the District any information in the Contractor's possession or control that is reasonably required for the District to respond to any such inquiry, complaint or other communication.

23.12 District Notice of Third-Party Claims. In accordance with Public Contract Code Section 9201, the District shall timely notify the Contractor if the District receives any third-party claim relating to the Work or the Contract. The District shall be entitled to recover from the Contractor the District's reasonable costs incurred in providing such notification.

(End of General Conditions.)

EXHIBIT E
REQUIREMENTS FOR CONTRACTOR INSURANCE

1. Insurance a Condition Precedent to Commencing the Work. Timely compliance by the Contractor with all applicable requirements of this Exhibit E shall be deemed and construed as a condition precedent to the Contractor commencing any portion of the Work. However, in no event shall the Contractor's compliance, failure to comply, or failure to timely comply, with the requirements of this Exhibit E be deemed or construed to relieve the Contractor of any of its responsibilities pursuant to the Contract Documents, including, without limitation, the requirement to timely commence and complete the Work. The Contractor shall be responsible for all damages and costs incurred by the District arising from any failure by the Contractor to comply or to timely comply with the requirements of this Exhibit E.

2. Commercial General Liability Insurance. The Contractor must obtain and maintain a policy of broad-form commercial general liability insurance, written on an "occurrence" basis ("modified occurrence" and "claims-made" are not acceptable), providing coverage for all activities related to or undertaken in connection with the Work ("Liability Policy"). Unless expressly agreed by the District in writing, the Liability Policy must at a minimum include or be endorsed to include coverage for: (i) bodily injury, disease, sickness and death; (ii) property damage (broad form); (iii) premises/operations liability; (iv) products-completed operations liability; (v) explosion, collapse and underground (UCX) (i.e., exclusion deleted); (vi) personal and advertising injury; (vii) sudden or accidental discharge of contaminants or pollutants; (viii) contractual liability assumed by the Contractor pursuant to the Contract Documents; and (ix) independent contractor's liability. In addition to any other applicable requirements, the Liability Policy shall provide insurance with coverage limits not less than \$1,000,000 per occurrence and, if an aggregate limit applies, not less than \$4,000,000 shall apply specifically to the Project and the LLB Agreements. The Contractor must keep the Liability Policy in full force and effect for at least one year after the date of final payment to the Contractor pursuant to the LLB Agreements or the Project Acceptance Date, whichever occurs later, to ensure that coverage for products-completed operations remains in effect for at least such one-year period.

3. Vehicle Liability Insurance. The Contractor must obtain and maintain a policy of business vehicle liability insurance with a combined single limit, per occurrence, of not less than \$1,000,000 ("Vehicle Liability Policy"). The Vehicle Liability Policy must include coverage for owned, hired and non-owned vehicles.

4. Workers' Compensation Insurance. The Contractor and each Subcontractor must obtain and maintain: (i) workers' compensation insurance in accordance with Section 3700 *et seq.* of the Labor Code and other applicable Legal Requirements ("Workers Compensation Policy"); and (ii) employers' liability insurance with limits of not less than \$1,000,000 per incident ("Employer Liability Policy"). Within seven days after receipt of the Notice of Award, the Contractor shall execute and provide to the District the "Certification Regarding Workers Compensation," which is one of the Required Contract Forms.

5. Professional Liability Insurance. To the extent the Contractor will be performing any design, engineering or similar professional services in accordance with the Contract Documents, the Contractor must obtain and maintain a policy of professional liability (errors and omissions) insurance ("Professional Liability Policy") providing coverage in an amount not less than \$1,000,000 for each claim and in the aggregate. Notwithstanding anything else to the contrary: (i) the Contractor must have the Professional Liability Policy in full force and effect prior to commencing any such professional services; (ii)

each renewal or replacement of the Professional Liability Policy must have a retroactive date that is prior to the date the Contractor commenced any such professional services; and (iii) as a condition to final payment pursuant to the Contract, the Contractor must obtain at its cost a supplemental extended reporting period (tail) applicable to the Professional Liability Policy of not less than four years after the Substantial Completion Date.

6. Contractor All-Risk Insurance.

(a) The Contractor must procure a policy of builder's all-risk insurance, written on a non-reporting, completed value basis, providing coverage in an amount not less than the greater of: (i) the full estimated replacement cost of the Project assuming the Work has been completed; or (ii) the Final GMP ("Contractor All-Risk Policy"). The Contractor All-Risk Policy must apply, at a minimum, to: (i) completed Work and the Project as improved by the Work; (ii) Work in progress; (iii) temporary structures and improvements; (iv) materials, supplies and equipment stored on the Project Site; (v) materials, supplies and equipment stored at off-site locations or in transit; and (vi) operational and performance testing, commissioning and start-up.

(b) The Contractor All-Risk Policy must cover: (i) losses arising from causes that include, without limitation, fires, windstorms, lightning, explosions, theft, earth movement, collapse, and water damage; (ii) costs associated with clean-up, demolition, repair or other correction of covered losses, including, without limitation, fees for necessary architectural, engineering and other professional services; and (iii) all ensuing or consequential losses attributable to causes of loss excluded under the Contractor All-Risk Policy, including, without limitation, faulty design or workmanship. The Contractor All-Risk Policy must be endorsed for extended coverage, vandalism, malicious mischief, and theft, including theft of materials not then incorporated into the Work. Any exclusion of losses attributable to faulty design or workmanship shall not exceed the total costs the District would have incurred to repair or otherwise correct the fault if it had been discovered prior to the loss having occurred.

(c) The foregoing provisions of this Section 6 of this Exhibit E shall not be deemed or construed to require that the Contractor All-Risk Policy include earthquake and flood insurance coverage. However, the District may require that the Contractor obtain an endorsement to the Contractor All-Risk Policy to provide earthquake and/or flood insurance for the Project, in which event: (i) the District shall be responsible for the cost of the endorsement; and (ii) the Final GMP shall include an allowance in the amount of any deductible(s) applicable to such coverage, and the District shall be entitled to the entirety of any unused portion of such allowance.

(d) The Contractor All-Risk Policy must name or be endorsed to name the District and the Contractor as loss payees (or, if applicable, additional insureds), including, without limitation, for the purposes of any tax-exempt bond proceeds used to fund the Project, and the District shall for such purposes be deemed the owner of all work and materials on the Project Site or stored for use on the Project Site. The payment by the District of any Construction Progress Payments, in and of itself, shall not be deemed or construed to: (i) create an insurable interest for the District; or (ii) relieve the Contractor of responsibility it otherwise may have for losses arising from any direct physical loss, damage, or destruction incurred prior to final completion and acceptance of the Project in accordance with Section 16.8 of the General Conditions.

7. Umbrella Coverage. The District, in its sole discretion, may approve or disapprove of a request by the Contractor to satisfy portions of the coverage requirements for the Insurance Policies specified in this Exhibit E (excluding the Workers Compensation Policy) by means of additional umbrella

policy of insurance. Any such umbrella policy must: (i) follow the form of the underlying Insurance Policies; (ii) provide coverage at least as broad as the underlying Insurance Policies; and (iii) provide coverage in excess of the coverage of the underlying Insurance Policies, without gaps in coverage limits. Both the District and the Contractor must be named as insureds pursuant to the umbrella policy. In no event shall: (i) the aggregate coverage (including umbrella) be less than the coverage that would otherwise be available pursuant to the separate policies specified in this Exhibit E; or (ii) terms of coverage be impaired or otherwise provide less protection than would otherwise be available pursuant to the separate policies specified in this Exhibit E. The District may impose any other conditions or requirements on or for the umbrella policy that the District determines are reasonable.

8. Contractor Insurance Shall be Primary. The coverages provided by each of the Liability Policy, the Vehicle Liability Policy, and the Contractor All-Risk Policy shall be primary and not contributing with respect to any insurance or self-insurance programs covering the District, the District Board, any individual members of the District Board, or the District's officers, employees, agents or consultants.

9. Insurer Standards. Each Insurance Policy must be issued by an insurer that is licensed to do business in this State and that has, as determined by the A.M. Best Company, a "Financial Strength Rating" of not less than "A-" (A minus) and a "Financial Size Category" of not less than IX. If a "Ratings Outlook" has been assigned to any such insurer that is not either stable or positive, the District may consider the insurer's Rating's Outlook and all other relevant factors in determining whether the insurer is satisfactory, and, if the District reasonably determines that there may be a significant risk in accepting an Insurance Policy issued by such insurer, then, upon request of the District, the Contractor must obtain such Insurance Policy through another insurer that satisfies the standards set forth in this Section.

10. Designation of Additional Insureds. The Liability Policy and the Vehicle Liability Policy each must name or be endorsed to name the District as an additional insured. Each endorsement specifying any additional insured must be ISO Form CG 20 10 11 85 or an equivalent endorsement reasonably acceptable to the District. Each additional insured endorsement shall include a "primary insurance clause" stating to the effect that: "The insurance afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by the additional insureds shall be excess and non-contributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as the coverage provided to the Contractor and may not contain any additional exclusionary language or limitations applicable only to the additional insureds.

11. Cross-Liability and Waivers of Subrogation. Each of the Liability Policy, the Vehicle Liability Policy, and the Contractor All-Risk Policy, must: (i) be endorsed with a cross-liability endorsement (separation of insureds) and include a waiver of the insurer's rights of subrogation against each person or entity that is an additional insured or loss payee. Each of the Workers Compensation Policy and the Employer Liability Policy must be endorsed to include a waiver of the insurer's rights of subrogation against the District. A waiver of subrogation shall be effective with respect to each applicable person or entity regardless of whether the person or entity: (i) has a right to indemnification; (ii) has an obligation to indemnify any other person or entity; (iii) paid any premium for the applicable insurance; or (iv) has an insurable interest in any property. The Contractor shall indemnify and defend the District, in accordance with Part 21 of the General Conditions, against any and all subrogation claims arising from any of the Insurance Policies.

12. Premiums, Deductibles and Self-Insured Retentions. Except as provided in Section 6(c) of this Exhibit E, the Contractor shall be solely responsible and liable for paying any and all premiums and other

costs incurred in obtaining and maintaining the Insurance Policies, including, without limitation, any and all renewal premiums. Subject to written approval by the District, which the District may grant or withhold in its reasonable discretion, one or more of the Liability Policy, the Vehicle Liability Policy, and the Contractor All-Risk Policy may be subject to a deductible or self-insured retention. The Contractor shall be solely responsible and liable for any and all such deductibles and self-insured retentions. Contractor's indemnification and other obligations pursuant to Part 21 of the General Conditions shall apply with respect to any and all claims arising from such premiums, deductibles and/or self-insured retentions.

13. Evidence of Coverage. For each Insurance Policy required pursuant to this Exhibit E, the Contractor shall provide to the District a certificate of insurance evidencing that the Insurance Policy is in effect (each a "Certificate of Insurance"). Each Certificate of Insurance must: (i) be executed by a duly-authorized officer, agent or other representative of the insurer; (ii) include an original handwritten signature of the insurer's representative, not a stamped or printed signature; and (iii) must certify the names of the insured, any additional insureds, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. The Contractor must provide to the District an updated Certificate of Insurance for each renewal of an Insurance Policy not less than thirty days prior to any expiration of the Insurance Policy. Each renewal and replacement of any Insurance Policy that, as permitted by this Exhibit E, is written on a "claims made" basis must have a retroactive date that is prior to the date the Contractor was initially required to have such insurance policy in effect pursuant to this Exhibit E. In each case that a Certificate of Insurance sets forth language to the effect that it "does not amend, extend or alter the coverage" of the Insurance Policy, or that the coverage available pursuant to the Insurance Policy "is subject to all of the terms, exclusions, and conditions of the policy," then, upon request of the District, the Contractor must provide to the District a certified copy of the Insurance Policy and all associated endorsements, riders, *et cetera*.

14. Mandatory Notice from Insurer of Change in Coverage. Each Insurance Policy and associated Certificate of Insurance must require or be endorsed to require that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of the Insurance Policy, or, in the case of any cancellation for non-payment of premium, not less than ten days prior to cancellation. Language in any Insurance Policy or Certificate of Insurance to the effect that the insurer shall "endeavor" to provide such notice, or to the effect "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," shall not be acceptable.

15. District Review and Approval of Insurance Policies. Prior to or concurrent with submitting its first Progress Payment Request to the District in accordance with the Agreement, the Contractor must provide to the District a certified copy of each Insurance Policy requested by the District and all associated endorsements, riders, *et cetera*. Compliance with the foregoing shall be a condition to the District's obligation to pay any Construction Progress Payments to the Contractor. Each Insurance Policy and associated other documents shall be subject to review and approval by the District in regard to compliance with the requirements of this Exhibit E. No such review by the District, and no failure by the District to undertake any such review, shall be deemed or construed to be an assumption of liability by the District or to constitute a waiver of any non-compliance by the Contractor with the requirements of this Exhibit E.

16. Additional Required and/or Optional Insurance. In addition to maintaining in effect all other insurance coverage required pursuant to this Exhibit E, the Contractor, at all times during the performance of the Work or as otherwise required by any applicable Legal Requirement, shall obtain or otherwise have in effect any and all other insurance coverage that the Contractor is required to maintain in

accordance with applicable Legal Requirements. The Contractor also may obtain or otherwise have in effect any and all other insurance coverages that the Contractor determines are necessary in light of prudent business practices, including, without limitation, coverages in excess of the amounts required pursuant to this Exhibit E. The Contractor shall be responsible for obtaining its own insurance coverage for tools, equipment and materials not intended to be incorporated into the Work or the Project. The Contractor shall be solely responsible for any and all premiums, deductibles, self-insured retentions, losses, *et cetera* attributable to any additional required and/or optional insurance coverage described in this Section.

17. Subcontractor Insurance. The Contractor shall require in each Subcontract that the Subcontractor also obtain and maintain insurance coverage consistent with the Insurance Policies required pursuant to this Exhibit E, other than the Contractor All-Risk Policy. However, the District, in its reasonable discretion, may approve lesser limit(s) if consistent with a limited scope of work and limited potential for loss attributable to the Subcontractor's work, as justified by information provided to the District. The Contractor shall be responsible for ensuring that any and all Subcontractors are insured in accordance with this Exhibit E, or as otherwise approved by the District, and for providing all documentation of the Subcontractors' insurance coverage (i.e., Insurance Policies, Certificates of Insurance, *et cetera*) to the District within the time(s) required pursuant to this Exhibit E. The Contractor shall indemnify and defend the District, in accordance with Part 21 of the General Conditions, against any and all claims arising from the failure of any Subcontractor to obtain and maintain the insurance required pursuant to this Exhibit E. All Subcontractor insurance coverage shall be subject to review and approval as described in Section 15 of this Exhibit E.

18. Compliance with Safety Programs. The Contractor, and each Subcontractor, materialman, and other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, must at all times comply with the requirements of any and all applicable Safety Programs, insurer's property protection or conservation recommendations, *et cetera*, in order to assist in minimizing claims, damages and losses in connection with the Work and the Project.

19. Failure to Maintain Required Insurance. If the Contractor or any Subcontractor fails to maintain any required Insurance Policy in full force and effect consistent with the requirements of this Exhibit E, the District may purchase or otherwise obtain such insurance and, in such event, the District shall deduct the cost thereof from one or more Construction Progress Payments, without recourse by the Contractor.

20. Insurance Coverage Not a Limitation on Liability. The requirements set forth in this Exhibit E, including, without limitation, the types and limits of insurance coverage specified, are not intended to and shall not in any manner be deemed or construed to limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents. However, insurance proceeds received by either the District or the Contractor attributable to claims or damages for which the other party is responsible shall serve to offset the responsible party's liability, on account of such claims or damages, to the party receiving the proceeds. The Contractor shall be solely responsible for paying any loss amount, or portion thereof, that is subject to an applicable deductible or self-insured retention requirement.

EXHIBIT F
REPRESENTATIVES AND CONTACT INFORMATION

1. Authorized District Representatives. The Authorized District Representatives are: (i) Thomas B. Cole, Chief Operations Officer; (ii) Michael Otavka, Director of Facilities; and (iii) Diane Lemasters, Contracts Administrator. Mr. Otavka is the primary District contact with respect to administration of the LLB Agreements and the performance of the Work. The Authorized Contractor Representatives must contact Mr. Otavka to obtain his appropriate personal telephone number. District facsimile numbers are (661) 259-4762 for Mr. Cole, (661) 287-1984 for Mr. Otavka, and (661) 255-0418 for Ms. Lemasters. Communications to any of the Authorized District Representatives should, as applicable, be addressed as follows:

To Mr. Cole

William S. Hart Union High School District
Attn: Thomas B. Cole, Chief Operations Officer
21515 Centre Pointe Parkway
Santa Clarita, CA 91350

To Mr. Otavka or Ms. Lemasters

William S. Hart Union High School District
Attn: *[Insert name and title]*
26308 Spirit Court
Santa Clarita, CA 91350

2. Authorized Contractor Representatives. The Authorized Contractor Representatives are: (i) _____, _____; (ii) _____, Project Manager; and (iii) _____, Job Superintendent. _____ is the Authorized Contractor Representative who will be the primary Contractor contact with respect to the administration of the LLB Agreements and the performance of the Work. The Authorized District Representatives must contact _____ to obtain *[insert his or her]* appropriate personal telephone number. Facsimile numbers are _____ for _____ and _____. The Contractor shall provide the facsimile number for _____ upon establishing a job trailer at the Project Site. Communications to any of the Authorized Contractor Representatives should be addressed as follows:

[Insert Contractor Name]

Attn: *[Insert name and title]*

3. Architect Representatives. The Architect for the Project is Kal Porter A.I.A. Architect, Inc., a California corporation, d.b.a. PSWC Group, Architects. The Architect's primary representative for purposes of the Project is Susan Ahan. The Authorized District Representatives and Authorized Contractor Representatives must contact Ms. Ahan to obtain her appropriate personal telephone number. Ms. Ahan's facsimile number is (805) 529-9165. Communications to the Architect should be addressed as follows:

PSWC Group, Architects
Attn: Susan Ahan
330 Zachary Street, Suite 100
Moorpark, CA 93021